

Company Name:
Ree's Contract Services

Contract Number:
GS-06P-02-GXD-0001 (GS06P02GXD0001)

Solicitation Number:
GS-06P-02-GXD-0001 (GS06P02GXD0001)

Requisition/Reference Number:
6PS-GRD-01-0048 (6PSGRD010048)

Latest Modification Processed:
P00010

Period of Performance:
Not Available

Services Provided:
Providing armed security guard services in Missouri (MO), Kansas (KS), Iowa (IA), and Nebraska (NE).

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 2 OF 336 PAGES
2. CONTRACT NUMBER GS06P02GXD0001	3. SOLICITATION NUMBER GS06P02GXD0001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/1/01	6. REQUISITION/PURCHASE NUMBER GPS-GRD-01-0048
ISSUED BY A, Service Contracts (6PMF-S) 1500 East Bannister Road, Room 2101 Kansas City, MO 64131-3088		B. ADDRESS OFFER TO (If other than Item 7) GSA, Office of Small Business Development (6ADB) 1500 East Bannister Road, Room 1160 Kansas City, MO 64131-3088			

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6, or if handcarried, in the depository located in Same as Block 8 until 2:00 local time 12/4/2001

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

10. FOR INFORMATION CALL:	A. NAME Kristy Simmons	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Kristy.Simmons@gsa.gov
		AREA CODE 816	NUMBER 823-2235	EXT.

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OFFER (Must be fully completed by offeror)

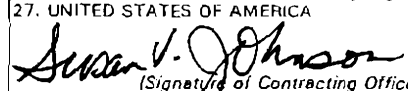
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
REE'S CONTRACT SERVICE, INC. 10111 W. 105th ST. OVERLAND PARK, KS 66212			B.M. FOSTER, PRESIDENT
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
AREA CODE: 913 NUMBER: 888-0590 EXT:	<input type="checkbox"/>		
			18. OFFER DATE 6/9/03

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED Section B, Items 1, 2, 3, 4	20. AMOUNT \$0	21. ACCOUNTING AND APPROPRIATION Pursuant to issuance of delivery orders.
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise)	ITEM Section G
24. ADMINISTERED BY (If other than Item 7) CODE 6PS Department of Homeland Security, FPS 1500 E. Bannister Road, Kansas City, MO 64131	25. PAYMENT WILL BE MADE BY CODE 7BCP General Services Administration, Finance Div. 819 Taylor, Ft. Worth, TX 76108	
NAME OF CONTRACTING OFFICER (Type or print) Susan V. Johnson	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE NOV 11 2003

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. Amendment/Modification No. 01	3. Effective Date Nov 26, 2001	4. Requisition/Purchase Req. No. 6PS-GRD-01-0048	5. Project No. (if applicable)
6. Issued By General Services Administration Service Contracts, 6PMF-S 500 East Bannister Road, Room 2101 Kansas City, MO 64131-3088		7. Administered By (if other than Item 6) Code SEE BLOCK 6	

8. Name and Address of Contractor (No., Street, County, and Zip Code) Ree's Contract Service, Inc. 10111 W. 105th St. Overland Park, KS 66212 Johnson County	(X)	9A. Amendment of Solicitation No. GS-06P-02-GXD-0001
	X	9B. Date (See Item 11) Oct 1, 2001
		10A. Modification of Contract/Order No.
		10B. Date (See Item 13)
Code	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 5 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)

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

A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
C. This supplemental agreement is entered into pursuant to authority of:
D. Other (Specify type of modification and authority)

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

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Solicitation GS06P02GXD0001, Armed Guard Service, Regionwide (Missouri, Kansas, Iowa and Nebraska), is amended as follows:

- Delete pages 14, 15, 16, 35, 36, 71, 230, 235, 244, 266, 309, 315, 317, and 336 and the attached pages 14, 15, 16, 35, 36, 71, 230, 235(a) through 235(s), 244, 266, 309, 315, 317, and 336 are incorporated into subject solicitation.
- The date for receipt of proposals is extended to December 11, 2001, at 2:00 p.m.

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

15A. Name and Title of Signer (Type or Print) B.M. FOSTER, PRESIDENT Contractor/Offeror	15C. Date Signed 6/9/03	16A. Name and title of Contracting Officer (Type or Print) United States of America (Signature of Contracting Officer)	16C. Date Signed
Signature of person authorized to sign		Signature of Contracting Officer	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. 02
3. EFFECTIVE DATE 12/03/01
4. REQUISITION/PURCHASE RECL. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
Civil Services Administration
Service Contracts (BPMF-S)
1500 East Bannister Road, Room 2101
Kansas City, MO 64131-3088

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Ree's Contract Service, Inc.
10111 W. 105th St.
Overland Park, KS 66212

Johnson County
CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.
GS06P02GXD0001
X 9B. DATED (SEE ITEM 11)
11/1/01
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 11)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning 5 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

Solicitation GS06P02GXD0001, Armed Guard Service, Regionwide (Missouri, Kansas, Iowa and Nebraska), is amended as follows:
1. Delete pages 235(a) through 235(s), and 315 and the attached pages 235(a) through 235(s), and 315 are incorporated into subject solicitation.
2. The date for receipt of proposals remains December 11, 2001, at 2:00 p.m.

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

15A. NAME AND TITLE OF SIGNER (Type or print) B.M. FOSTER, PRESIDENT CONTRACTOR/OFFEROR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) UNITED STATES OF AMERICA
(Signature of person authorized to sign) <i>B.M. Foster</i>	(Signature of Contracting Officer) <i>[Signature]</i>
15C. DATE SIGNED 6/9/03	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 140

2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 7/19/02	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY General Services Administration Service Contracts (6PEF-C) 1500 E. Bannister Road, Room 2101 Kansas City, Missouri 64131-3088	CODE 6PEF-C	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Ree's Contract Service, Inc. 10111 W. 105th Street Overland Park, Kansas 66212 Johnson County	(X)	9A. AMENDMENT OF SOLICITATION NO. GS06P02GXD0001
	X	9B. DATED (SEE ITEM 11) 11/1/01
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning 5 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

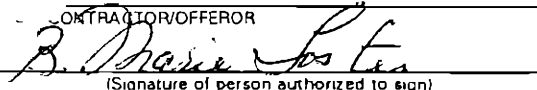
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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

Solicitation GS06P02GXD0001, Armed Guard Service, Regionwide (Missouri, Kansas, Iowa and Nebraska), is amended as follows:

- Delete pages 12, 13, 58, 77, 79 through 122, 123 through 220, 232, 304, 315 through 320, 325 through 336, and replace with the attached revised pages 12, 13, 58, 77, 79 through 108, 123 through 206, 232, 304, 315 through 320, 325 through 332, 335, 336, and 337 which are hereby incorporated into subject solicitation.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Marie Foster, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ruth Cummings Contracting Officer
CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/26/02
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED

Colla

2. The date for receipt of revised proposals is extended to August 2, 2002. Proposals must be sent to the following address, and received no later than August 2, 2002:

Kristy Simmons/Ruth Cummings
General Services Administration
Service Contracts (6PEF-C)
1500 East Bannister Road, Room 2101
Kansas City, Missouri 64131-3088

AMENDMENT OF SOLICITATION

1. Contract ID Code

Page 1 of Pages 8

2. Amendment No. 04	3. Effective Date Nov. 4, 2002	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)
6. Issued By Service Contracts, 6PEF-C 1500 E. Bannister RD, Rm. 2101 Kansas City, Mo 64131 Cristy Simmons (816) 823-2235		7. Administered By (If other than Item 6) SEE BLOCK 6	

1. Name and Address of Contractor (No., Street, County, and Zip Code) Ree's Contract Service, Inc. 10117 W. 105th Street Overland Park, Kansas 66212 Johnson County	<input checked="" type="checkbox"/>	9A. Amendment of Solicitation No. GS06P02GXD0001
	<input checked="" type="checkbox"/>	9B. Date (See Item 11) 11/1/01
		10A. Modification of Contract/Order No.
		10B. Date (See Item 13)
Code	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 a) By completing items 8 and 15, and returning 5 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

2. Accounting and Appropriation Data (If required)

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

This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.

B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)

C. This supplemental agreement is entered into pursuant to authority of:

D. Other (Specify type of modification and authority)

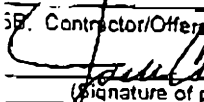
IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

Description of Amendment (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Solicitation GS06P02GXD0001, Armed Guard Service, Regionwide (Missouri, Kansas, Iowa and Nebraska), is amended as follows:

- Delete pages 65, 314, 315, 316, 317, and 337 and replace with the attached revised pages 65, 314, 315, 315(a), 316, 317, and 337, which are hereby incorporated into subject solicitation.
- The date for receipt of revised proposals is extended to November 18, 2002. Proposals must be sent to the following address and received no later than November 18, 2002:

Kristy Simmons/Ruth Cummings
 General Services Administration
 Service Contracts (6PEF-C)
 1500 East Bannister Road, Room 2101
 Kansas City, Missouri 64131-3088

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

5A. Name and Title of Signer (Type or Print) Creek, Operations Manager	16A. Name and title of Contracting Officer (Type or Print) Ruth Cummings Contracting Officer
5B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed 11/18/02
16B. United States of America	15C. Date Signed
(Signature of Contracting Officer)	

SN 7540-01-152-8070

3D-105

STANDARD FORM 30 (REV. 10-83)

Calla

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code _____ Page 1 of Pages 7

2. Amendment/Modification No. 05	3. Effective Date Jan 8, 2003	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)
6. Issued By Code 6PEF-C Service Contracts, 6PEF-C 1500 E. Bannister RD, Rm. 2101 Kansas City, Mo 64131		7. Administered By (if other than Item 6) Code SEE BLOCK 6	

8. Name and Address of Contractor (No., Street, County, and Zip Code) REE*S CONTRACT SERVICE, INC. 10111 W.105th STREET OVERLAND PARK, KS 66212 JOHNSON COUNTY	(X)	9A. Amendment of Solicitation No. GS-06P-02-GXD-0001
	X	9B. Date (See Item 11) Nov. 1, 2001
		10A. Modification of Contract/Order No.
		10B. Date (See Item 13)
Code _____	Facility Code _____	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 5 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)

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

A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth item 14, pursuant to the authority of FAR 43.103 (b)
C. This supplemental agreement is entered into pursuant to authority of:
D. Other (Specify type of modification and authority)

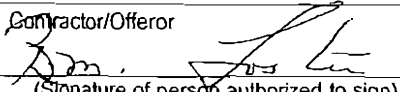
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Solicitation GS06P02GXD0001, Armed Guard Service, Regionwide (Missouri, Kansas, Iowa and Nebraska), is amended as follows:

- Delete pages 315, 315(a), 316, 317, and 318 and replace with the attached revised pages 315, 315(a), 316, 317 and 318 which are incorporated into subject solicitation.

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

15A. Name and Title of Signer (Type or Print) B. M. FOSTER-PRESIDENT	16A. Name and title of Contracting Officer (Type or Print)
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed JAN. 21, 03
16B. United States of America	16C. Date Signed
(Signature of Contracting Officer)	

ging *ks* *Colla*

2. The date for receipt of revised proposals is extended to January 23, 2003. Proposals must be sent to the following address and received no later than Close of Business, January 23, 2003:

Christy Simmons/Ruth Cummings
General Services Administration
Service Contracts (6PEF-C)
1500 East Bannister Road, Room 2101
Kansas City, Missouri 64131-3088

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 25

2. AMENDMENT/MODIFICATION NO. 06 3. EFFECTIVE DATE 4/24/03 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE
General Services Administration
Service Contracts (6PEF-C)
1500 East Bannister Road, Room 2101
Kansas City, MO 64131-3088

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Ree's Contract Service, Inc.
10111 W. 105th Street
Overland Park, KS 66212
Johnson County
9A. AMENDMENT OF SOLICITATION NO. (X) GS06P02GXD0001
9B. DATED (SEE ITEM 11) X Nov. 1, 2001
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 11)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning 5 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

Solicitation GS06P02GXD0001, Armed Guard Service, Regionwide (Missouri, Kansas, Iowa and Nebraska), is amended as follows:

See Following Pages

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

15A. NAME AND TITLE OF SIGNER (Type or print) FOSTER, PRESIDENT 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ruth Cummings
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 5-6-03 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
(Signature of person authorized to sign) (Signature of Contracting Officer)

Handwritten initials and signature

GS06P02GXD0001
Amendment No. 06

1. Delete pages 51, 62, and 78 and replace with the attached revised pages 51, 62, 78 and 109 through 122(f) which are incorporated into subject solicitation.
2. The date for receipt of revised proposals is extended to May 8, 2003. Proposals must be sent to the following address, and received no later than May 8, 2003:

Kristy Simmons/Ruth Cummings
General Services Administration
Service Contracts (6PEF-C)
1500 East Bannister Road, Room 2101
Kansas City, Missouri 64131-3088

AMENDMENT OF SOLICITATION

1. Contract ID Code _____ Page 1 of Pages 24

2. Amendment No. 07	3. Effective Date May 20, 2003	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)
E. Issued By G. Service Contracts, 6PEF-C 1500 E. Bannister RD, Rm. 2101 Kansas City, Mo 64131 Kristy Simmons (816) 823-2235		7. Administered By (If other than Item 6) Code 6PS GSA Federal Protective Service, 6PS 1500 E. Bannister RD, Rm. 2101 Kansas City, Mo 64131	

8. Name and Address of Contractor (No., Street, County, and Zip Code) Ree's Contract Service, Inc. 10111 W. 105th St. Overland Park, KS 66212 Johnson County	(X)	9A. Amendment of Solicitation No. GS-06P-02-GXD-0001
	X	9B. Date (See Item 11) November 1, 2002
		10A. Modification of Contract/Order No.
		10B. Date (See Item 13)

Code _____ Facility Code _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 5 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)

**1. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x) This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.

B.	The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
C.	This supplemental agreement is entered into pursuant to authority of:
D.	Other (Specify type of modification and authority)

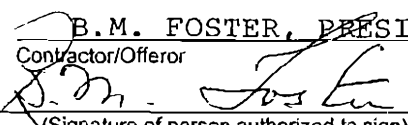
E. **IMPORTANT:** Contractor is not, is required to sign this document and return 5 copies to the issuing office.

14. Description of Amendment (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Solicitation GS06P02GXD0001, Armed Guard Service Regionwide (Missouri, Kansas, Iowa, and Nebraska) is amended as follows:

- Delete pages 29, 69 and 235(a) through 235(s) and replace with the attached pages 29, 29(a), 69, and 235(a) through 235(s), which are incorporated into subject solicitation.

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

15A. Name and Title of Signer (Type or Print) B.M. FOSTER, PRESIDENT Contractor/Offeror	16A. Name and title of Contracting Officer (Type or Print) Ruth Cummings (816) 823-2237 Contracting Officer ruth.cummings@gsa.gov		
(Signature of person authorized to sign) 	15C. Date Signed 6/9/03	16B. United States of America	16C. Date Signed
		(Signature of Contracting Officer)	

2. The date for receipt of revised proposals is extended to June 10, 2003. Proposals must be sent to the following address and received no later than close of business on June 10, 2003:

Kristy Simmons/Ruth Cummings
General Services Administration
Service Contracts (6PEF-C)
1500 E. Bannister Road, Room 2101
Kansas City, Missouri 64131-3088

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 03/14/2005	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY Federal Protective Svc. Div. - 6PS 1500 E. Bannister Road Kansas City MO	CODE GX000	7 ADMINISTERED BY (If other than Item 6) Federal Protective Svc. Div. - 6PS 1500 E. Bannister Road Kansas City MO	CODE GX000
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) REES CONTRACT SERVICE, INC. 10111 W. 105TH STREET OVERLAND PARK KS 662125747		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0175468050000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS06P03TAD0001	10B. DATED (SEE ITEM 13) 08/11/2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

See Schedule

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-4
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
	D OTHER (Specify type of modification and authority)

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

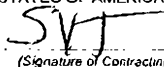
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification to add FAA NACI suitability request.

Please change our mailing address to read as follows:

Federal Protective Service 6PS
601 East 12th Street Room 1712
Kansas City, MO 64106

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan V. Johnson
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/14/05

2. AMENDMENT/MODIFICATION NO. PA02	3. EFFECTIVE DATE 9/25/03	4. REQUISITION/PURCHASE REQ. NO. P-2	5. PROJECT NO. (If Applicable)
SUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	

Department of Homeland Security
 Bureau of Immigration and Customs Enforcement
 Federal Protective Service (6PSS)
 1500 E. Bannister Road, Room 2151
 Kansas City, MO 64131

Questions call Susan Johnson @ 816.823.2281

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
Ree's Contract Service 10111 West 105th Street Overland Park, KS 66212		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS06P03TAD0001
		10B. DATED (SEE ITEM 13) 8/11/2003
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

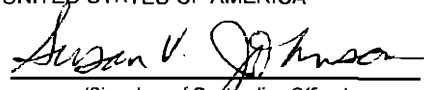
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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

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

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

See next page for description of modification.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan V. Johnson Contracting Officer
CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 9/25/03

All references to General Services Administration, excluding GSA Forms, GSA-controlled facilities reference and employees, building regulations, and invoicing notification information should be changed to Department of Homeland Security (DHS), Bureau of Immigrations and Customs Enforcement (BICE), Federal Protective Service (FPS).

Section C

Page 19 C-1.1 Use of Acronyms

Add DHS Department of Homeland Security
BICE Bureau of Immigrations and Customs Enforcement

Page 20 - C-1.3 Introduction (FPS)

Delete: FPS is the security and law enforcement branch of GSA's Public Buildings Service (PBS). PBS is responsible for real property management of most federal buildings, and FPS is responsible for protecting those buildings, as well as the buildings' tenants and visitors.

Add: Department of Homeland Security, Bureau of Investigations and Enforcement, FPS's mission.....etc.

Page 21 - C-2, 1. & 2. and C3-3 1. - GSA should be changed to FPS.

Page 26 - C-43.-7 - Change - GSA COR to FPS COR
C-4.3-12 - and FPS post orders.

Page 31 - C-7

1. Change GSA/PBS/FPS to DHS/BICE/FPS.
- B. Leave General Services Administration

Page 32

C-8.1-2 Accountability for Government Property

- A. Change GSA to FPS.

Section D Page 57 D-1

Change from: ..GSA shall be paid by the contractor
Change to: ...FPS shall be paid by the contractor

Page 64 5. Any inquiries regarding payment shall be directed to the following:

Change from: General Services Administration
Federal Protective Service (6PS)

Change to: DHS, Federal Protective Service (6PST)

Page 65 2. Copy of these invoices shall be sent to:

Change from: General Services Administration
Federal Protective Service (6PS)

Change to: DHS, Federal Protective Service (6PST)

Page 65 2.E.

Change from : GSA representative

Change to: FPS representative

Delete Pages 39,41,49,58 & 277 and the attached revised
pages 39,41,49,58 & 277 are incorporated into subject
contract.

2. AMENDMENT/MODIFICATION NO. 00003	3. EFFECTIVE DATE 08/13/2004	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)
ISSUED BY Federal Protective Svc. Div. - 6PS 1500 E. Bannister Road Kansas City MO	CODE GX000	7. ADMINISTERED BY (If other than Item 6) Federal Protective Svc. Div. - 6PS 1500 E. Bannister Road Kansas City MO	CODE GX000

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) REES CONTRACT SERVICE, INC. 10111 W. 105TH STREET OVERLAND PARK KS 662125747	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS06P03TAD0001
	10B. DATED (SEE ITEM 13) 08/11/2003
CODE 0175468050000	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

See Schedule

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-4
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

Modification to main contract to remove from Section C, C.9.2-2, Medical Standards A(2) Page 40 and Section J, Exhibit 10A, Page 272 the following disqualifying criteria:

NOTE: The use of a hearing aid is not permitted and is disqualifying.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan V. Johnson
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA SVJ (Signature of Contracting Officer)
	16C. DATE SIGNED 8/16/04

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
AMENDMENT/MODIFICATION NO. 00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Federal Protective Svc. Div. - 6PS 1500 E. Bannister Road Kansas City MO	CODE GX000	7. ADMINISTERED BY (If other than Item 6) Federal Protective Svc. Div. - 6PS 1500 E. Bannister Road Kansas City MO	CODE GX000	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) REES CONTRACT SERVICE, INC. 10111 W. 105TH STREET OVERLAND PARK KS 662125747		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 0175468050000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS06P03TAD0001 P0605TA0002	10B. DATED (SEE ITEM 13) 10/07/2004	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

See Schedule

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

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

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

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

Effective March 1, 2005

Please change Block 21. Mail Invoice to: to read as follows:

Federal Protective Service
601 East 12 Street
Room 1712
Kansas City, MO 64106

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan V. Johnson
5B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 3/8/05

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 8/8/05	4. REQUISITION/PURCHASE REQ. NO. 6PS-05-0082	6. PROJECT NO. (if applicable)
5. ISSUED BY Federal Protective Svc. Div. - 6PS 601 E. 12th Street, Room 1712 Kansas City MO 64106	CODE GX000	7. ADMINISTERED BY (if other than Item 5) Federal Protective Svc. Div. - 6PS 601 E. 12th Street, Room 1712 Kansas City MO 64106	CODE GX000
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) REES CONTRACT SERVICE, INC. 10111 W. 105TH STREET OVERLAND PARK KS 662125747		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 01754680S0000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT ORDER NO. GS06P03TAD0001	10B. DATED (SEE ITEM 13) 08/11/2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required.)

See Schedule

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

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

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

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

Modification to add HSAR Clauses as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur S. Dobbs
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 8 Aug 05

3052.209-70 Prohibition on contracts with corporate expatriates.

As prescribed at (HSAR) 48 CFR 3009.104-75, insert the following clause:

**PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES
[DEC 2003]****(a) Prohibitions.**

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) **Treatment of Certain Rights.**

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

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

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

(f) **Disclosure.**

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

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

(End of provision)

3052.211-70 Index for specifications.

As prescribed in (HSAR) 48 CFR 3011.204-70, insert the following clause:

INDEX FOR SPECIFICATIONS

[DEC 2003]

If an index or table of contents is furnished in connection with specifications, it is understood that such index or table of contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not to be considered as part of the specifications.

In case of discrepancy between the index or table of contents and the specifications, the specifications shall govern.

(End of clause)

3052.215-70 Key personnel or facilities.

As prescribed in (HSAR) 48 CFR 3015.204-3, insert the following clause:

KEY PERSONNEL OR FACILITIES

[DEC 2003]

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

(specify key personnel or facilities)

(End of clause)

3052.222-70 Strikes or picketing affecting timely completion of the contract work.

As prescribed in (HSAR) 48 CFR 3022.101-71(a), insert the following clause:

STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK

[DEC 2003]

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

(End of clause)

3052.222-71 Strikes or picketing affecting access to a DHS facility.

As prescribed in (HSAR) 48 CFR 3022.101-71(b), insert the following clause:

STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY

[DEC 2003]

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a)

is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.
(End of clause)

3052.228-70 Insurance.

As prescribed in (HSAR) 48 CFR 3028.310-70 and 3028.311-1, insert a clause substantially the same as follows. The contracting officer may specify additional kinds (e.g., aircraft public and passenger liability, vessel liability) or increased amounts of insurance.

INSURANCE

[DEC 2003]

In accordance with the clause entitled "Insurance - Work on a Government Installation" [or Insurance - Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).
- (b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).
- (c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

(End of clause)

3052.237-70 Qualifications of contractor employees.

As prescribed in (HSAR) 48 CFR 3037.110-70(a), insert the following clause:

QUALIFICATIONS OF CONTRACTOR EMPLOYEES

[DEC 2003]

- (a) "Sensitive Information" is any information or proprietary data which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (The Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
- (b) 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.
- (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.

(d) The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

(e) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151. An alien authorized to work shall present evidence from the Bureau of Citizenship and Immigration Services that employment will not affect his or her immigration status.

(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)

3052.237-71 Information Technology Systems Access for Contractors.

As prescribed in (HSAR) 48 CFR 3037.110-70(a) and (b), insert a clause substantially as follows. The contracting officer may specify additional IT security requirements unique to an OE.

INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS [DEC 2003]

(a) No contractor personnel shall start work under this contract that involves actual or potential access to sensitive information until (1) approved for access, (2) they have received a security briefing, or current refresher, about Information Technology (IT) security, from the appropriate Organizational Element (OE) Information Systems Security Officer (ISSO); and (3) have signed a non-disclosure agreement form. This user security agreement is provided as an Attachment to this solicitation. By signing the user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all DHS OE information technology resources and information related thereto. The Contracting Officer Technical Representative (COTR) for this contract shall arrange the aforementioned security briefing. The ISSO is responsible for retaining the non-disclosure documents signed and submitted by the contractor employees as well evidence of security training.

(b) The contractor shall have access only to those areas of DHS OE information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Information technology assets includes computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and Internet sites. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract.

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(c) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).

(d) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(End of clause)

3052.242-71 Dissemination of contract information.

As prescribed in (HSAR) 48 CFR 3042.203-70(b), insert the following clause:

DISSEMINATION OF CONTRACT INFORMATION

[DEC 2003]

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

3052.242-72 Contracting officer's technical representative.

As prescribed in (HSAR) 48 CFR 3042.7000, insert the following clause:

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

[DEC 2003]

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

End of Modification P00010

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SECTION A – SOLICITATION/OFFER AND AWARD

A-1 Notes to Offerors

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

A-1.1 Information on the Incumbent Contract

1. Prospective Offerors are cautioned that the information provided below on the incumbent Contract DOES NOT imply or promise similarities to this procurement.
2. At the time of this RFP issuance, the incumbent Contractor for GS-06P-97-GXD-0044 is: **Ree's Contract Services, Inc.**, located at **10111 West 105th Street, Overland Park, Kansas 66212-5747.**

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

1. Before requesting an explanation or clarification to the Solicitation, please read the Solicitation in its entirety. In most cases the clarification will be given within the Solicitation itself.
2. Any prospective Offeror who requires an explanation or interpretation of the Solicitation should request a response in writing from the Contracting Officer identified in this Solicitation. Oral explanations or instructions given to a prospective Offeror shall **NOT** be binding on the Government. Any information given to a prospective Offeror concerning this Solicitation will be furnished promptly to all other prospective Offerors via an amendment to the Solicitation.
3. All requests for information or clarification should be submitted in writing to Theresa Wells, Contracting Officer or Kristy Simmons, Contract Specialist via email at Theresa.Wells@gsa.gov or Kristy.Simmons@gsa.gov or by postal service to the following address: General Services Administration, Service Contracts (6PMF-S), 1500 East Bannister Road, Room 2101, Kansas City, Missouri 64131-3088, prior to **November 23, 2001**.
4. Only the persons listed above are authorized to answer questions about this Solicitation. GSA is NOT responsible for any information provided about the Solicitation by any other source.
5. All questions regarding this Solicitation shall clearly identify the Solicitation number GS06P02GXD0001 and the specific portion of the Solicitation from where the question is derived – for example, the section and paragraph citation (C.11) or page number (page 25). Questions that are vague, illegible, irrelevant to the Solicitation, or arrive after the cutoff date established above may not receive a response.

A-1.3 How to Receive Amendments to the Solicitation

1. All amendments to this Solicitation shall be mailed to those prospective Offerors who requested a copy of the solicitation.
2. Offerors are required to acknowledge ALL amendments as a part of their proposal submission. Failure by the Offeror to acknowledge all amendments may result in the offer being rejected by the Government as non-responsive to the Solicitation requirements.

A-1.4 Late Submissions, Modification and Withdrawal of Proposals

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

A-1.5 Inclement Weather/Unanticipated Events

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

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 Description of Services

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

Various Federal Facilities in the Heartland Region (Region 6)

B-2 Department of Labor (DOL) Wage Determination

B-2.1 General Information

The minimum wage rates and fringe benefits applicable to the initial (base) period of performance are outlined in the applicable U.S. Department of Labor Wage Determinations, as contained in Section I, Contract Clauses.

B-2.2 Applicable Occupation Code and Title

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

B-3 Pricing

B-3.1 Pricing of Orders – General Information

All task orders issued under this Contract shall be priced according to the hourly prices offered by the Contractor and accepted by the Government at the time of Contract award.

B-3.2 Pricing Required for All Services and Performance Periods

1. Offerors must quote prices for all services required during the initial 12 month period, as well as for each option period, in order to be considered for award.

2. Partial pricing by an Offeror shall render the proposal non-responsive to the Government's requirements, and the proposal shall not be considered for award of the Contract.

B-3.3 Option Pricing

1. Offerors shall price the option requirements for the four (4) additional 12 month periods by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial 12 month period of performance will apply to the four (4) additional 12 month option periods. The minimum wage rates and fringe benefits applicable to the initial 12 month period of performance are outlined on the Wage Determinations, located in Section I, Contract Clauses.
2. In the event the Government exercises an available option, the Government shall provide the Contractor with the most current wage determination available. The Contractor shall pay all guards the wages cited on the new wage determination, effective with the start date of the new option period.
3. Option price(s) will be adjusted in accordance with FAR clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi & Option Contracts) (May 1989). See Section I for the full text of this clause.
4. Per the Fair Labor Standards Act, the Contracting Officer will require copies of the Contractor's payrolls to accompany any request for an adjustment to the option pricing.

B-3.4 Unbalanced Pricing

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

B-3.5 Contingency Pricing

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

B-3.6 Pricing of Basic Services

1. Bid/Offer for Base/Option Year Services – Actual contract productive hourly rates for guard services will be computed by quoting a percentage increase to be applied to each individual Department of Labor (DOL) Wage Determination for all items (The 12-month base period, the four (4) option periods, and the yearly rate for vehicles).

2. The **percentages** quoted below shall be inclusive of all the Offeror's direct costs, indirect costs, and profit. Offerors must include all costs associated with providing the services described in and required by the Solicitation/Contract in Sections B through J.

For example purposes only:

DOL Wage Determination 99-0205 = \$16.19 per hour

Percentage bid for Western District Base Year Base Services = 30%

\$16.19 X 30% = \$4.86

\$16.19 + \$4.86 = \$21.02 (productive hourly rate)

3. The Government shall not be responsible for compensating the Contractor for any costs tied to Solicitation/Contract requirements but not factored into the proposed prices, either by the Contractor's intention or by mistake.
4. All costs associated with the Contractor's Supervision plan must be factored into the offering prices, as they will not be otherwise paid for by the Government after Contract award.
5. **Increase or decrease in Basic Services after award.** By signing its offer, the Offeror agrees to provide additional service for the same prices offered for basic services if additional service is ordered by the Contracting Officer pursuant to the "Changes-Fixed Price" clause of this contract. Similarly, the Offeror agrees to maintain the same prices for service if the Government reduces the amount of service required for basic services. This pricing agreement is limited to changes that are within the general scope of this contract. The maximum contract value shall not exceed \$34 million per year.
6. **Required licenses.** The contractor shall also acquire and provide proof to the COR at least three (3) days **prior** to the start-up date of the delivery order that the Contractor has all licenses required by the State, County and City where the service is to occur. For emergency services order, proof of licenses will be accepted 24 hours in advance of post start-up.

B-3.7 Pricing of Emergency/Start-Up Services

1. During the term of the Contract, the Government may have requirements emergency/start-up services requirements that are separate from the basic requirements for each task order. Due to the nature of these services, the Contractor may be requested to provide them with little advance notice.
2. This additional services provision is intended to be used to satisfy the Government's short-term, non-recurring needs for service. Should a continuing need for additional service arise, a task order or a Contract modification will be issued by the Government to provide for those services.
3. **The prices quoted below shall be inclusive of all the Offeror's direct costs, indirect costs, and profit. Offerors must include all costs associated with providing the services described in and required by this Solicitation/Contract.**
4. The Government shall not be responsible for compensating the Contractor for any costs tied to Solicitation/Contract requirements but not factored into the Contract prices, either by the Contractor's intention or by mistake.
5. **Bid/Offer for Emergency or Start-up Services** - Quote a separate percentage above the respective wage determination to provide Class II guards, including all benefits, overhead, profit, etc., as an emergency/start-up service rate. The emergency/start-up service rate shall be utilized for posts of thirty (30) workdays or less and for the first three (3) workdays of service that is requested less than three (3) business days in advance of the beginning date of the service for basic service.

* A "metropolitan area" is defined as a core area containing a large population nucleus, together with adjacent communities having a high degree of economic and social integration with that core. A metropolitan area will have at least 50,000 inhabitants.

** A "premium location" is defined as any outlying area, at least 75 miles from a metropolitan area. This includes any locations added to the contract after contract start-up which are in remote areas of the region and may be permanent or temporary posts.

WESTERN DISTRICT

1. Bid/Offer for Basic Services, Western District

NOTE: Approximately 8% of the estimated productive hours listed below are performed in premium* locations (See page 14 for "premium location" definition).

A. BASE BID/OFFER FOR INITIAL 12 MONTHS

(1) Quote a plus percentage over DOL wage determination for providing guard services described herein.

Approximately 425,000 productive hours [redacted] % (b)(4)

B. OPTION I - FIRST ADDITIONAL 12 MONTH PERIOD

(1) Quote a plus percentage over DOL wage determination for providing guard services described herein.

Approximately 425,000 productive hours [redacted] % (b)(4)

C. OPTION II - SECOND ADDITIONAL 12 MONTH PERIOD

(1) Quote a plus percentage over DOL wage determination for providing guard services described herein.

Approximately 425,000 productive hours [redacted] % (b)(4)

D. OPTION III - THIRD ADDITIONAL 12 MONTH PERIOD

(1) Quote a plus percentage over DOL wage determination for providing guard services described herein.

Approximately 425,000 productive hours [redacted] %

E. OPTION IV - FOURTH ADDITIONAL 12 MONTH PERIOD

(1) Quote a plus percentage over DOL wage determination for providing guard services described herein.

Approximately 425,000 productive hours [redacted] % (b)(4)

EASTERN DISTRICT

2. Bid/Offer for Basic Services, Eastern District

NOTE: Approximately 18% of the estimated productive hours listed below are performed in premium* locations (See page 14 for "premium location" definition).

A. BASE BID/OFFER FOR INITIAL 12 MONTHS

(1) Quote a plus percentage over DOL wage determination for providing guard services described herein.

Approximately 370,000 productive hours [REDACTED] %

(b)(4)

B. OPTION I - FIRST ADDITIONAL 12 MONTH PERIOD

(1) Quote a plus percentage over DOL wage determination for providing guard services described herein.

Approximately 370,000 productive hours [REDACTED] %

C. OPTION II - SECOND ADDITIONAL 12 MONTH PERIOD

(1) Quote a plus percentage over DOL wage determination for providing guard services described herein.

Approximately 370,000 productive hours [REDACTED] %

(b)(4)

D. OPTION III - THIRD ADDITIONAL 12 MONTH PERIOD

(1) Quote a plus percentage over DOL wage determination for providing guard services described herein.

Approximately 370,000 productive hours [REDACTED] %

E. OPTION IV - FOURTH ADDITIONAL 12 MONTH PERIOD

(1) Quote a plus percentage over DOL wage determination for providing guard services described herein.

Approximately 370,000 productive hours [REDACTED] %






(b)(4)

F. VEHICLE (QUOTE A PRICE PER YEAR - INCLUDES OPTIONS)






1. St. Louis, Missouri [REDACTED] per Year
2. Des Moines, Iowa [REDACTED] per Year

WESTERN DISTRICT

3. Emergency/Start-Up Services

- (A) Initial 12 month period  %
Approx. man-hours: 5,000
- (B) Option Lot I  %
Approx. man-hours: 5,000
- (C) Option Lot II  % (b)(4)
Approx. man-hours: 5,000
- (D) Option Lot III  %
Approx. man-hours: 5,000
- (E) Option Lot IV  %
Approx. man-hours: 5,000

EASTERN DISTRICT**4. Emergency/Start-Up Services**

- (A) Initial 12 month period  %
Approx. man-hours: 5,000
- (B) Option Lot I  %
Approx. man-hours: 5,000
- (C) Option Lot II  % (b)(4)
Approx. man-hours: 5,000
- (D) Option Lot III  %
Approx. man-hours: 5,000
- (E) Option Lot IV  %
Approx. man-hours: 5,000

PLEASE NOTE: THE FORMULA FOR AWARD INCLUDES PRICES FOR EMERGENCY/ START-UP SERVICES.

5. Orders for Emergency/Start-Up Services may be placed orally through **Sharon Byram, Contracting Officer Representative**, when the amount of the order totals **\$10,000** or less, or in the event of an emergency. All orders that exceed **\$10,000** must be placed or confirmed (in the case of an emergency) by issuance of a GSA Form 300, Order for Supplies or Services. The GSA Form 300 will describe the service to be provided and will establish the maximum number of hours for which the contractor will be compensated. **Orders of \$10,000 or less may be processed using a Government credit card.**
6. Individual orders for additional services involving more than forty (40) manhours will be issued only with the Contractor's consent. However, if the Contractor refuses an order, the Government shall have the express authority to use other sources to obtain the required services.
7. Each guard assigned to Emergency/Start-up Services must be uniformed, equipped, and trained in accordance with the existing contract specifications.

SECTION C – STATEMENT OF WORK

C-1 Introduction

C-1.1 Use of Acronyms

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

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

C-1.2 Introduction (General)

1. This is a Statement of Work (SOW) for General Services Administration (GSA) Federal Protective Service (FPS) Solicitation/Contract number GS06P02GXD0001.
2. As an integral part of the FPS security team, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW and in Sections B, D, E, F, G, H, I and J of this Solicitation/Contract. The Contractor shall perform to the standards required in this Contract and will be expected to work closely with FPS representatives throughout the duration of the Contract.
3. **Important Note:** Where the Government identifies and references specific Solicitation/Contract Section numbers, that reference refers to that Section in its entirety, including each and every subsection having the same letter and/or letter-number prefix. For example, a reference to the requirements of "Section C" includes all of Section C. Similarly, a reference to Section C-7 includes Sections C-7.1, C-7.2, and so on, through the last subsection identified with a prefix of "C-7."

C-1.3 Introduction (FPS)

1. FPS is the security and law enforcement branch of GSA's Public Buildings Service (PBS). PBS is responsible for real property management of most federal buildings, and FPS is responsible for protecting those buildings, as well as the buildings' tenants and visitors. FPS's mission is to "provide a safe and secure environment that is open and inviting, in a knowledgeable, professional, sophisticated, and cost-effective manner, permitting Federal agencies and members of the public to conduct their business without fear of violence, crime or disorder."
2. Contract security guards have a crucial and highly visible role in FPS's mission. They are usually the first (and sometimes only) contact visitors have with FPS, and they are almost always the first line of defense in a GSA-controlled facility. Visitors and federal employees do not usually distinguish between Federal Protective Officers (FPO) and Contract guards. To them, Contract guards are FPS. Therefore, it is crucial that the Contractor ensure that their employees realize the importance of their role, know their duties, and perform their duties courteously and professionally at all times.

C-1.4 Introduction (The Contract)

The Government intends to incorporate the contents of this Solicitation/Contract and the successful Offeror's entire proposal (price and technical) into a Fixed-Price Requirements type Contract between GSA and that Offeror.

C-1.5 Introduction (Delivery/Task Orders)

1. Services required under this Contract shall be ordered under a GSA Form 300, Order for Supplies and Services. This form is commonly referred to as a "delivery order" or a "task order." For this purpose of this Solicitation/Contract, the GSA Form 300 shall hereinafter be referred to as a "task order."
2. Each task order issued by the Contracting Officer (CO) shall contain the specific building(s), post locations, hours of service, and period of service required by the Government.
3. The Government has the unilateral right to add, decrease, cancel, or modify services stated in each task order issued, as long as the change is within the scope of the Contract and task order. The Contractor will be obligated to provide services at the specified rates contained in Section B. All modifications to task orders will be accomplished using a Standard Form 30 (SF30), Amendment to Solicitation/Modification of Contract. If the Government has new requirements that are not directly related to an existing task order but that are within the scope of this Contract, those services will be ordered by a separate task order.
4. Emergency/Start-Up additional services will be issued through separate task orders. Depending on the circumstances of each order, Emergency/start-up orders may be issued verbally between the COR and the Contractor and formalized in a written task order as soon as possible after the order is made. See Section G-2 for additional information regarding invoicing and payment for Emergency/Start-Up Services.

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

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

C-3 Contract Effort Required

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

C-3.1 Contract Effort Required – Productive Hours

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

C-3.2 Contract Effort Required – Supervisory Hours

The Contractor shall be responsible for providing a level of supervision sufficient to ensure effective performance by the productive guards over the course of this Contract, as agreed to by the Government as part of the Contractor's technical proposal and incorporated into the Contract upon Contract award. See Section C-5.2 for further information regarding supervisory guard duties and responsibilities.

C-3-3 -- Limitation on Man-hours to be Provided by Individual Employees

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

2. The Contractor shall be responsible for compensating guards for all overtime accrued in accordance with federal and state laws. Overtime costs must be factored into the offering prices, as they will not otherwise be paid for by the Government after Contract award.
3. The limitation on hours may be verbally waived by the COR or COTR in emergency situations which are beyond the control of the Contractor (i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.).
4. The Government has the authority to assess deductions from Contract payments for all hours where guards exceed the 12 hour on-duty limitation. For each hour or part thereof where a guard works over 12 hours without prior approval by the COR or COTR, the Government will deduct the hourly price (or part thereof, if less than one hour is worked). See Section G for further information on deductions.

C-4 Services Required – Non-Supervisory Guards

C-4.1 Order of Precedence

1. The Contractor's employees shall perform the services as prescribed by:
 - A. The Contract, including the task order(s);
 - B. The Guard Post Assignment Record (GSA Form 2580);
 - C. The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);
 - D. Contract Guard Information Manual (CGIM) and
 - E. FPS Policy Handbook (PBS P-5930.17c)

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

C-4.2 Guard Post Assignment Record (GSA Form 2580)

1. Guards shall perform in accordance with the duties outlined on GSA Form 2580, which is prepared by FPS for all shifts on each post. The form defines the basic duties. Except for emergencies, no deviations shall be made by the guards. The GSA COR or COTR may modify, amend, and/or revise Guard Post Assignment Records to change shift duties, start and stop times, and post locations, provided the change has no impact on the Contract cost. Such changes shall not require modification to the task order or Contract.
2. The duties of some guard posts require that a guard not leave his post until properly relieved. Where this is required, it will be specifically stated on the GSA Form 2580.
3. Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the Contract price, must be made by the CO through a written modification to the Contract or task order. The Contractor may be financially liable for accepting or implementing changes by any GSA or tenant agency staff other than the

CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a Contract or task order modification.

4. The CO may delegate the authority to the COR to request Emergency/Start-Up Services in accordance with Section B. Such authority, if granted, will be made in writing, and a copy of the delegation notice will be provided to the Contractor.

C-4.3 Typical Duties

1. Guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each guard post will have a Guard Post Assignment Record and an Officer's Duty Book; the Guard Post Assignment Record is also commonly referred to as the "post orders" (See paragraph 4.2 above).
2. Guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Whenever possible, guards should be familiar with the post orders prior to working on the posts. When this is not feasible (i.e., when there are emergency nonrecurring services and the Contractor is given limited advance notice regarding the Government's requirements), the Contractor should allow, to the maximum extent practicable, guard mount time in which the guards will be able to read and familiarize themselves with the post orders prior to assuming duty on the post. When time does not permit due to an emergency situation, the guards may read the post orders while on duty. Under no circumstance should any guard neglect his/her assigned duties in order to familiarize him/herself with post orders.
3. Guard post assignments may include, but are not limited to, the following duties and responsibilities:

C-4.3-1 Entrance/Exit Control Posts

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

- C. Guards will be required to answer questions and provide directions to visitors and building tenants. Prior to arriving on duty, each guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, the cafeteria, and parking areas, and shall provide that information to any visitor upon request.
- D. Guards assigned to entrance/ exit posts shall know the location of and usage instructions for the nearest first aid kit, fire extinguisher, fire alarm, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the post orders.
- E. Guards will be responsible for operating all security equipment on post, such as X-Rays, magnetometers, and closed circuit television (CCTV). No guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.
- F. When required by the Guard Post Assignment Record, guards will direct traffic (vehicle and pedestrian), control parking, issue traffic courtesy violation notices, and observe the environment for suspicious vehicles or persons. Guards may operate traffic control points and identify, delay, and detain all suspicious vehicles and personnel as necessary to maintain a level of security sufficient to ensure the safety and protection of all personnel, property, and resources within the facility.

C-4.3-2 Roving Control Posts

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

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

C-4.3-3 Control, Issuance, and Storage of Keys

- A. Guards will coordinate with the COR and ATR the receipt, issuance, and tracking of all keys, "key cards," lock combinations, etc., which restrict access to the facility, including offices, guard posts, gates, etc. Guards will be required to control access to these items in accordance with the Government's direction and guidance. Guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COR.

- B. Missing, lost, unusable, and/or stolen keys or access control devices shall be immediately reported to the COR and the guard's supervisor as soon as loss or problem is detected by the guard. See Section G for Contract price reductions that may be taken as a result of lost, stolen, or damaged keys and access control devices that were under the control of a Contract guard at the time of their disappearance.
- C. Refer to Paragraph C-8.1-2, Accountability for Government Property, for additional information regarding the use and handling of Government furnished property.

C-4.3-4 Security and Fire Systems

- A. Guards will monitor and operate building fire alarm and intrusion detection systems and other protection devices or building equipment located on or near post, in accordance with the Guard Post Assignment Record.
- B. When an alarm sounds, the guard must immediately report and record the incident as required by the Guard Post Assignment Record.
- C. Guards shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems. See Section G for deductions that may be taken as a result of damaged or broken surveillance equipment that was under the control of a Contract guard at the time of its malfunction or breakage.
- D. Guards shall immediately notify the COR and their supervisor if any of the systems under their control malfunction or fail completely.

C-4.3-5 Utility Systems

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

C-4.3-6 Building Rules and Regulations

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

C-4.3-7 Lost and Found

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

C-4.3-8 Physical Security, Law and Order

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

C-4.3-9 Unauthorized Access

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

C-4.3-10 Hazardous Conditions

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

C-4.3-11 Response to Injury or Illness

Guards shall obtain professional assistance in accordance with established Federal Protective Service procedures in the event of injury or illness to Government employees or others while in the building or on the grounds. Render first aid and CPR in emergency situations and properly assist medical and law enforcement personnel as necessary.

C-4.3-12 Flying the United States Flag

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

C-4.3-13 Additional Duties

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

C-4.3-14 Reports, Records, and Testimony

- A. Guards shall verbally report security related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, in accordance with the Guard Post Assignment Record. Prepare and maintain required reports and provide these reports to those officials specified by the COR. Initiate independently, preliminary investigation reports, and testify in various judicial proceedings on behalf of the Government.
- B. Whenever possible, guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support necessary to lessen or eliminate the potential threat.
- C. Guards may be required to testify in various judicial proceedings on behalf of the Government. Guards shall coordinate all Contract-related court appearances with the COR when such appearances are required. Guards who are required to make a court appearance shall be remunerated by the Contractor at the same hourly rate they would earn while on duty, and the Contractor shall in turn be remunerated by the Government. The Contractor shall be required to invoice for the actual hours the guard spent at court (including transit times from the duty station to the court), whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying guard may be required). Contract-related court testimony on behalf of the Government shall take priority over all other Contractor-scheduled duties, with the Contractor coordinating with the COR to ensure that the testifying Contract employee appears as, when and where scheduled to provide timely testimony. Unless otherwise required by the COR, Contract employees who are scheduled to testify on behalf of the Government due to their Contract-related duties shall appear for court testimony in full uniform, but without weapons/firearms.
- D. The Contractor shall provide a qualified Contract employee to replace the Contract employee testifying on behalf of the Government.

C-4.3-15 Civil Disturbances

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

C-4.3-16 Emergencies

In case of an emergency condition requiring immediate attention, the Contractor's on-site supervisor or the shift supervisor shall take action at the direction of or coordination with the Agency Technical Representative (ATR), COR, or COTR, to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. The Contractor shall immediately notify the designated Government official or agency, as applicable, of action taken, and shall immediately contact the Regional Control Center or MegaCenter to report the same information. No additional cost shall be charged the Government for the diversion, and the

Contractor shall not be penalized for the normal daily work not done which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book. As soon as the situation is resolved, the Contract employees should return to their assigned posts and duties.

C-4.3-17 Primary Security Responses

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

C-4.4 Work Scheduling Procedures

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

C-4.5 Recording Presence

1. The Contractor's employees shall sign in when reporting for work, and shall sign out when leaving, on a GSA Form 139, Contract Guard Duty Register. Contract employees who patrol between buildings will sign in and out at each building visited. The registration points, which will be at the protected premises, shall be specified by the Government and the Contractor must utilize those points for this purpose. Contract employees working on Emergency/Start-Up posts will record "Emergency/Start-Up" in the "Post" column. Relief guards will sign in and out at each post visited.
2. The Contractor will not remove the GSA Forms 139 from the job site unless specifically authorized or instructed to do so by the CO or COR. All such forms will be collected by the COR or COTR. If the Contractor removes the GSA Forms 139's from the post, payment may not be made until all of the original GSA 139's are received by the COR. Cases in which the GSA Forms 139 are held by the Contractor for 10 or more days after being requested by the CO, COR, or COTR, may be referred to the Inspector General for investigation.

C-4.6 Reporting Manhours Provided

1. The Contractor shall submit to the COR, by no later than the fourth (4th) day of the month, a GSA Form 3430, Building Service Contractor Work Report or an equivalent substitute approved by the COR.
2. The report shall be certified by the Contractor as to its accuracy. The Contractor's Contract Manager or on-site supervisor may submit and certify the report as being accurate if the Contractor has authorized them to do so in writing.

3. This report will be used by the Government to verify compliance with the manhour requirements of the Contract.

C-4.6(a) Relief and Lunch Breaks

1. All full-time productive guards working at the four locations where specified (See Section J, Exhibit 1) shall be provided a 15 minute paid break for every scheduled 4 hours worked. The relief break should normally be scheduled in the middle of each 4-hour period. A 30 minute unpaid lunch break shall also be provided to those individuals.

2. Where required at the four specified locations (See Section J, Exhibit 1), all guards working a 6-hour shift shall be provided one 15-minute paid break and a 30 minute unpaid lunch.

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

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

5. The Contractor must provide a replacement guard for each employee during relief periods at all required locations as noted in Section J, Exhibit 1. (See Section G, Figure G-1, Deductions for failure to provide required relief breaks.)

IMPORTANT NOTE: Habitual failure by the Contractor to furnish required relief breaks to guards where required at the four locations specified in Section J, Exhibit 1, shall be considered to be a material breach of Contract and may result in termination for cause.

C-5 Services Required – Contract Manager and Supervisory Guards

C-5.1 Contract Manager

1. The Contractor shall propose, identify, and provide to the Government an experienced Contract Manager (CM) who shall have complete authority to act for the Contractor during the term of the Contract. The duties of the CM shall not under any circumstances be performed by uniformed employees performing productive or supervisory hours under the term of this Contract or any other guard Contract administered by GSA. The CM shall have the authority to accept notices of deductions, inspection reports, and all other correspondence on behalf of the Contractor.
2. The CM must have either completed a four year course of study leading to a bachelor's degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual's capacity to effectively manage a security guard Contract of the size and scope described in this Solicitation/Contract.

3. This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or SubContracts of various types and complexity.
4. The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.
5. The Contractor shall provide to the CO and COR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the Contract. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed CM meets the requirements listed above. The CO must approve the proposed CM prior to his/her assignment under this Contract.
6. Replacement CMs shall possess the same or similar qualifications of the individuals originally proposed by the Contractor and accepted by the Government. Replacement employees must be approved by the CO prior to reporting for duty under this Contract.

C-5.2 Level of Supervision

1. The Contractor shall provide the level of supervision necessary to ensure that productive guards:
 - A. Are properly trained;

- B. Perform all duties as specified in accordance with the Contract and the GSA Form 2580 (Guard Post Assignment Record) for the security post assigned;
 - C. Are properly uniformed and present a neat and professional appearance as referenced in the Contract Guard Information Manual;
 - D. Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;
 - E. Possess and display a valid certification card and CPR card at all times while on duty; and
 - F. Possess all necessary permits, credentials, etc., as required by the Contract or by local or state law.
2. The Contractor shall provide the level of supervision proposed in the technical proposal and agreed to by the Government upon award of the Contract. All supervisors shall be required to sign in on a GSA Form 139 log upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs may be used by the Government to ascertain the level of supervision being provided to the guards working under this Contract.

C-6 Authority and Jurisdiction

1. Prior to commencement of work under this Contract, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the city, county, parish, or state in which the buildings are located to:
- A. Obtain all licenses and permits required for each guard and supervisor to serve as either an unarmed guard or armed guard as required by each task order. Armed guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed guard to carry a valid firearm certificate or permit while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained.
 - B. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under this Contract.
 - C. Maintain current, valid copies of all licenses, permits, and certifications described in this Contract. The CO, COR, and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the duration of this Contract. The Contractor shall complete and certify a written record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any and all Contract work. The Contractor shall provide an updated record to the Government upon the CO's or COR's request.

- D. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this Contract prior to performing any work under this Contract.

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

C-7 Regulations, Handbooks, and Other Applicable Documents

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

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

A separate loose-leaf binder shall be furnished by the COR and maintained by the Contractor at each additional fixed post and will contain only those items of duty instructions pertinent to that specific post. The Officer's Duty Book shall not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COR.

- B. **Rules and Regulations Governing Public Buildings and Grounds (FPMR 41 CFR 101-20.3).** These rules and regulations are posted in all buildings under the charge and control of the General Services Administration and are applicable to all persons entering in or on such property.
- C. **Contract Guard Information Manual (CGIM).** This handbook contains the information all guards and supervisors must read and be familiar with prior to assuming duties under this Contract. The written examination which Contract guards must take will be based entirely upon this manual. The Contractor may obtain one (1) copy of the manual from the COR. The GSA Contract Guard Information Manual will be subject to change as necessary. The Contractor may photocopy the manual for all Contract employees. The Contractor shall give each uniformed Contract employee a legible, securely bound copy of the CGIM upon beginning the basic training course described in paragraph C-10 below.
- D. **Federal Protective Service Policy Handbook (PBS P 5930.17c).** This GSA handbook contains the basic procedures and forms to be used during the course of the Contract. Applicable chapters will be supplied to the Contractor by the COR at the initial meeting after Contract award. This information must be read by all guards and supervisors in order for them to understand the role they play in FPS law enforcement and security operations.

C-8 Equipment, Uniforms, and Materials**C-8.1 Use, Accountability, and Care of Government Furnished Property.****C-8.1-1 Government-Furnished Property**

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

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

C-8.1-2 Accountability for Government Property

A. All property furnished by the Government under this Contract shall remain the property of the Government. Upon termination or conclusion of the Contract, the Contractor shall render an accounting of all such property that has come into their possession during the course of the Contract. All equipment issued by GSA to the Contractor will be issued on GSA Form 1025, Receipt for Property, or other similar document.

- B. Any property furnished by the Government to fulfill Contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the Contract and may face further penalties as deemed necessary by the Government.
- C. Loss or damage to Government-furnished property shall be identified to the COR by the Contractor as soon as possible, but not later than 24 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform semi-annual inventories of all Government-furnished property, using a GSA Form 1025 or other approved Government form/format. The Contractor's inventory requirements shall be reported in writing to the COR within 15 days of the date the COR selects for the inventory.

C-8.1-3 Use of Government Property

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

C-8.1-4 Safeguarding Government Property

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

C-8.1-5 Malfunctioning Government Property

The Contractor shall be responsible for reporting to the COR the malfunctioning of any Government equipment used by the Contractor or the Contractor's employees within no later than 24 hours after the malfunction is detected. The malfunctioning equipment shall also be reported to the Regional Control Center or MegaCenter Operator.

C-8.2 Use, Accountability, and Care of Contractor Furnished Property

C-8.2-1 Contractor-Furnished Property

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

C-8.2-1.1 Equipment

B. Motorized/Mobile Patrol Equipment:

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

a. * Patrol Vehicle Requirements

<u>Location</u>	<u>Vehicles</u>	<u>No. Days Per Week</u>	<u>Est. Hr. Per Day</u>	<u>Est. Miles Per Day</u>
St. Louis, MO	1	7	24	25

<u>Location</u>	<u>Vehicles</u>	<u>No. Days Per Week</u>	<u>Est. Hr. Per Day</u>	<u>Est. Miles Per Day</u>
Des Moines, IA	1	7	24	25

- Note: Vehicle costs will be reflected in Part I, Section B, Paragraph 3F.

C. Firearms and Ammunition:

- (1) Firearms shall be furnished by the Contractor to equip each armed guard and supervisor while on duty. Personal weapons shall not be used. The firearms shall be .38 caliber, double action, six (6) shot police service type revolvers with a heavy

duty 4" barrel, a fixed front sight, and a fixed or adjustable rear sight. Appropriate and ample supplies of firearms maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor and at the Contractor's expense. Firearms shall be inspected by the Contractor prior to issuance to guards.

- (2) Each firearm shall be inspected at the commencement of each tour of duty by the Contract employee. Each firearm shall be cleaned and oiled regularly to ensure optimum operating condition.
- (3) Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place in designated areas only. All weapons and associated ammunition shall be stored in accordance with safeguard standards established by the Government.
- (4) No firearms or ammunition shall be stored on premises unless approved by the COR. If approved, firearms and ammunition may be stored in a safe or other cabinet provided by the Contractor that complies with Government standards for storage of weapons. All firearms shall be accounted for. On-site supervisors and guards shall make accurate receipt and return entries on the Firearms and Equipment Control Register, GSA Form 1051, at the beginning of each shift. The COR will provide an ample supply of the Form 1051.
- (5) All weapons and ammunition left on site shall be stored separately in a locked metal cabinet which will be furnished by the contractor and approved by the COR. The cabinet shall remain locked at all times other than when weapons and ammunition are being issued or returned. The issuance of weapons and ammunition may be implemented only after the storage cabinets and control forms are available for use on the work sites. The Contractor shall also be responsible for having locks on firearms cabinets changed at least once every six months or more often if warranted.
- (6) The Contractor shall provide a list of serial numbers of firearms to be used or stored on the premises to the COR prior to the Contract performance date. The list shall be kept current; any changes shall be documented and forwarded to the COR within one (1) week of the change.
- (7) In the event that a firearm is lost or stolen, the Contractor shall notify the GSA Regional Control Center or MegaCenter immediately and shall relate all the particulars known regarding the loss or theft of the weapon. Further, the Contractor shall provide a detailed written report to the COR within one (1) week of the incident, including the date and time of the incident. The Contractor shall also notify the COR of the serial number for the replacement weapon.
- (8) Ammunition for authorized firearms shall be provided by the Contractor. Each armed contract employee, entering on duty, including the uniformed contract manager(s), shall be issued 18 rounds of standard 125 +P jacketed hollow point type ammunition upon entering duty. Six rounds shall be loaded into the revolver and the remaining twelve rounds shall be contained in speed loaders in a case.

Ammunition shall be inspected daily to ensure its safe and effective use. New ammunition shall be issued annually.

- (9) In addition, sufficient ammunition shall be provided by the Contractor to accommodate emergencies, and to be available in the event additional services are ordered.

C-8.2-1.2 Uniforms

- A. The Contractor's guard force uniforms shall be a color and style in general use by large guard or security organizations and shall be readily distinguishable from those of local and state law enforcement agencies and from those of Federal Protective Officers. All guards performing under this Contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty. Appropriately styled feminine uniforms shall be worn by female members of the guard force. The type of uniforms to be used on this contract must be approved by the COR within 10 days after contract award.
- B. Same color and style lettered appropriately breast and cap badges shall be worn and prominently displayed as part of the uniform. Identification nametags and the GSA certification card shall be worn over the right breast shirt pocket. Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniform jacket and shirt. No other identification of the Contractor or employee shall be worn or displayed on the uniform.
- C. The Contractor shall, prior to the contract performance date, submit to the COR documentation that the following items of the uniform and equipment have been issued to ensure that each guard is in proper uniform while on post as specified below.

NOTE: NO GUARD MAY ENTER ON DUTY UNTIL THEY HAVE A COMPLETE SET OF UNIFORMS (INCLUDING ACCESSORIES) MEETING THE STANDARDS CONTAINED IN APPLICABLE PBS HANDBOOKS AND PUBLICATIONS. UNIFORMS AND EQUIPMENT DO NOT HAVE TO BE NEW BUT MUST COMPLY WITH GSA STANDARDS AND HAVE A LIFE EXPECTANCY EQUAL TO OR LONGER THAN THE TERM OF THIS CONTRACT.

- D. The type of uniform to be used on this Contract will be provided by the Contractor as part of their technical proposal and will be agreed to by the Government at the time of Contract award. The table below shows the standard required uniform components and the recommended quantities of the components:

REQUIRED ITEM	RECOMMENDED QUANTITY
Shirt, long sleeve, light gray	3
Shirt, short sleeve, light gray	3
Trouser, all season weight	3
Necktie, navy	2
Jacket, winter, patrol type (Reefer style)	1
Frame style cap	1

Gloves, winter (pair) - (Color to match accessories)	1
Pistol belt without shoulder strap (Sam Browne)	1
Level II retention holster, firearm (slide on belt type) w/hammer safety strap, left/right as required (armed guards/supervisors only)	1
Speed Loaders in case (armed guards only)	2

REQUIRED ITEM	RECOMMENDED QUANTITY
Duty Belt "Keepers"	4
24" straight composite Police Baton (with holder)	1
Handcuffs (pair) and keys	1
Handcuff case	1
Key strap with flap (if needed)	1
Insignia, shoulder patch (each shirt and jacket)	7
Whistle, with chain attachment (metal)	1
White (non-supervisory), Gold (supervisory) metal cap ornament	1
Nameplate, 3-1/2" x 3/4", with black or blue 1/2" lettering On Gold metal (initial and last name)	1

E. Long sleeve shirts will be required beginning the last Sunday in October and short sleeves beginning the last Sunday in April. The dates may be adjusted with the approval of the COR; however, all guards on any one shift must be in the same uniform with the same sleeve length.

F. Shoes shall be low quarter or high topped boot with police or plain toe and standard heel. The color of the shoe shall match the color of leather equipment accessories. The Contractor is not required to provide shoes but must insure that the employees working are in accordance with the Contract requirements. Any deviation from the above requirements must be approved by medical authorities and submitted to the COR.

G. Uniform accessories and equipment and the wearing of same shall conform to standards and usage prescribed and in effect for General Services Administration Federal Protective Officers. The color of uniform accessories and equipment shall be standard black, as may be appropriate to match the uniform. All guards shall wear the same color and style of uniform accessories and equipment.

8.2-1.3 Supplementary Equipment

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

- (1) A notebook and pen.
- (2) A standard police-type flashlight with a maximum of three D cell batteries. The Contractor is responsible for ensuring that all flashlights are in serviceable condition.

(3) Safety apparel (reflective vests, gloves, traffic batons, etc.), and inclement weather clothing (raincoats, cap covers, overcoats, overshoes, mittens, etc.) may be used as appropriate for operations at designated indoor/outdoor posts. All inclement weather clothing shall be compatible to the uniform's style.

B. Guards shall not possess any unauthorized supplemental or personal equipment, such as privately-owned (e.g., equipment not issued by the Contractor or required by the Contract) firearms, knives, "come-alongs", or other such nonstandard items. Guards who are found to possess such unauthorized equipment while on post shall face disciplinary action, such as forfeiture of the item(s), suspension, or permanent removal from the Contract.

C-9 Qualifications of Personnel

C-9.1 General Qualifications

1. All Contract personnel are expected to behave courteously and professionally toward all persons encountered in the performance of Contract related duties, including GSA employees, building tenants, and the general public. The CO and/or COR may require retraining, suspension, or dismissal of any Contract employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with this Contract.
2. To be eligible to perform under this Contract, all uniformed Contract employees must meet, to the satisfaction of the COR, the following requirements:
 - A. Be a citizen of the United States of America. The COR may allow legal resident aliens with proper INS-issued work permits to work under the Contract upon the Contractor's request. Under no circumstances will resident aliens lacking valid INS work permits be allowed to work under this Contract.
 - B. Be at least 21 years of age. While there is no limit as to the maximum age of guards, all guards must be able to withstand the physical demands of the job and must be capable of responding to emergency situations.

Note: The COR may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.

- C. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
- D. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual guards are naturally an asset to the Contractor, but in no circumstances should the Contractor permit a guard who does not have a good command of the English language to work under this Contract.
- E. Meet *one* of the following experience/education requirements:
 - (1). Three years of security experience within the past five years; or
 - (2). An Associate's Degree, or at least 60 semester hours of college coursework in any field of study; or

- (5) Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework).

IMPORTANT NOTE: Contract employees working under the previous incumbent Contract who do not meet the above experience/education requirements will be eligible to continue working under this Contract. In such cases where a prior incumbent employee does not meet the above requirements, the Contractor shall document that employee's personnel file accordingly and indicate the length of service under the prior Contract.

C-9.2 Medical and Physical Qualifications

C-9.2-1 General

- A. The Contractor shall ensure that all Contract employees assigned to work under this Contract are physically able to perform all duties required by the Contract. All Contract employees must be in good general health without physical defects that would interfere with the performance of Contract duties.
- B. All prospective Contract employees must undergo a pre-employment medical/physical examination. Examinations shall be administered by a licensed physician. All guards (productive and supervisory) must meet the health certification requirements listed Section J, Exhibits 10 and 10A. No guard shall be permitted to work under the Contract until this certificate has been submitted to and approved by the COR. Failure by a guard to meet any of the required medical qualifications may result in the guard being disqualified from performing under the Contract. Where there is a disqualifying factor noted, the examining physician must provide a written, signed opinion as to why the existence of the factor will not interfere with the guard's performance under the Contract. In such cases, notwithstanding the physician's signed opinion, the CO or COR shall make the final determination regarding the Contract employee's suitability to work under the Contract. Documentation by a physician of a disqualifying factor without a written medical opinion as to the Contract employee's suitability to perform under the Contract shall automatically result in the guard's disqualification.
- C. Medical examinations are valid for a period of three (3) years from the date of issuance. Upon expiration, a new medical examination must be provided under the same guidelines stipulated in this Section.
- D. Contract employees assigned to the FAA location, 901 Locust, Kansas City, Missouri, are required to pass an initial physical examination and drug screening, along with an annual physical exam and drug screening. NOTE: FAA is responsible for the costs associated with these physical exams and drug screenings.**

C-9.2-2 Medical Standards

- A. All Contract employees must meet the following medical standards:
- (1) Vision: Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must test 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

- (3). Three years of military or National Guard (active duty or reserve) experience; or
- (4). Successful completion of Police Officer's Standard Training (POST) course; or
- (5) Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework).

IMPORTANT NOTE: Contract employees working under the previous incumbent Contract who do not meet the above experience/education requirements will be eligible to continue working under this Contract. In such cases where a prior incumbent employee does not meet the above requirements, the Contractor shall document that employee's personnel file accordingly and indicate the length of service under the prior Contract.

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C-9.2-1 General

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

C-9.2-2 Medical Standards

- A. All Contract employees must meet the following medical standards:
 - (1) Vision: Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be

sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be color blind.

- (2) **Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.
- (3) **Speech:** Applicant must be able to speak clearly and distinctly. Diseases or conditions resulting in indistinct speech patterns are disqualifying.
- (4) **Extremities and Spine:** Applicant must have no deformities or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities or diseases that interfere with the full performance of duties are disqualifying.
- (5) **Respiratory System:** Applicant must have a healthy respiratory system. Any chronic diseases or conditions affecting the respiratory system, such as impaired respiratory function, shortness of breath, or painful respiration, that would impair the full performance of duties is disqualifying.
- (6) **Cardiovascular System:** The following conditions are disqualifying:
 - a. Organic heart disease (compensated or not);
 - b. Hypertension with repeated readings of 160 or over systolic, and 100 or over diastolic;
 - c. Symptomatic peripheral vascular disease and severe varicose veins
- (7) **Gastrointestinal Tract:** Applicant must have a healthy gastrointestinal tract. Any disease or condition of the gastrointestinal tract that requires restricted or rigid diets, including an ulcer active within the past year, is disqualifying.
- (8) **Genitourinary Tract:** Applicant must have a healthy genitourinary tract. Any chronic, symptomatic diseases that interfere with the full performance of duties is disqualifying.
- (9) Any inguinal or femoral hernias, with or without the use of a truss, are disqualifying if they interfere with the full performance of duties.
- (10) Diabetics whose condition is controlled by diet, insulin, or other prescription drugs must submit a medical doctor's statement of fitness for work as part of the medical examination.

C-9.3 Physical Demands

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

- A. Frequent and prolonged walking, standing, sitting, and stooping;
 - B. Occasional running or sprinting; and
 - C. Subduing violent or potentially violent individuals
2. Physical stamina in all of its forms (endurance, temperature/climate, etc.) is a basic requirement of this position. Individuals deemed incapable of meeting the physical requirements of their assigned position will be removed from the Contract upon the CO's request.
3. The Contractor shall be responsible for encouraging and promoting employees assigned to this Contract to maintain an ongoing and regular program of physical fitness, at no cost to the Government.

C-9.4 Illegal Drug Screening

C-9.4-1 Pre-Employment Screening

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

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

- B. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's (SAMHSA) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." These guidelines can be accessed via the Internet at: www.health.org/GDLNS-94.htm or at: <http://wmcare.samhsa.gov>.¹ The Contractor is strongly urged to utilize one of the laboratories listed on SAMHSA's "Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies," which is accessible via the Internet at: www.health.org/labs/index.htm or at: <http://wmcare.samhsa.gov>; this list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA's current list, the Contractor is strongly advised to verify whether the laboratory's methodology conforms with SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.
- C. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this Contract, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the Contract will be modified to permit the use of those methods. **The Intercept Oral Swab is an acceptable drug screening method.**

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

- D. The presence of a positive reading for *any* of the above substances over the designated cutoff level for that substance shall automatically disqualify an applicant from working under this or any other GSA security guard services Contract. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor ***shall not*** permit any applicant to take multiple tests in order to receive an acceptable reading.
- E. The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each Contract employee. All costs must be factored into the offering prices.

C-9.4-2 Government Requested Screening.

- A. The CO or COR shall have the express right to request random urine drug screenings at any time during Contract performance. Random screenings shall be conducted by the COR drawing a name from a container that has the names of all guards on duty at the time of the drawing. A representative of the Contractor shall be in attendance at the drawing. Tests will be conducted at an appropriate facility of the Government's choosing. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described in paragraph C-9.4-1 above.
- B. The CO or COR shall have the express right to request targeted urine drug screenings where there is a reasonable belief by the Government that the Contract employee(s) may be under the influence of or using illegal substances. Targeted screenings shall be conducted in a similar fashion to random screenings, with the exception that the COR will advise the CM in writing that he/she requests a drug screening of a specific guard. Once the written request is received, the CM should make arrangements for the test to be conducted as soon as possible and within 3 working days. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described in paragraph C-9.4-1 above.
- C. Contract employees who undergo either random or targeted urine drug screenings may continue working under the Contract until the results have been provided to the Contractor. In the event that the results of any urine drug screening, whether random or targeted, are negative, the Government shall bear the expense of the screening. (NOTE: this does not apply to the pre-employment urine drug screening). The Contractor shall invoice the Government for the actual cost of the drug screening plus the hourly rate paid to the Contract employee(s) to take the test. In the event that the results are positive, the Contractor shall **immediately** remove the Contract employee(s) with a positive reading from the Contract and **immediately** inform the COR and CO of the result and the employee's removal from the Contract/ Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the positive reading.
- D. Any Contract employee who undergoes either a random or targeted urine drug screening and tests positive for any of the substances shown above shall be permanently disqualified from working under this or any other GSA security guard services Contract. Since most drugs are metabolized within a short period of time, the affected Contract

employee *shall not* be authorized to take additional tests to achieve an acceptable reading.

C-9.5 Security Clearance Requirements

The Security Clearance requirements for this Contract are identified in Section J, Exhibit 13. Each Contract employee must, at a minimum, complete the GSA suitability adjudication process described in Section C-9.5-1 below.

C-9.5-1 GSA Suitability Adjudication

- A. After award of the Contract and prior to any Contract employees being permitted to work under the Contract, the Contractor is responsible for ensuring that the Contract employees receive a formal suitability adjudication by GSA. All Contract employees shall receive a formal suitability adjudication by GSA, including the CM, Supervisors, Quality Assurance personnel and all other company officers who visit the work sites.
- B. Once a prospective Contract employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this paragraph and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COR the following forms for each Contract employee: two (2) completed original Forms FD-258, "Fingerprint Chart;" one original GSA Form 176, "Statement of Personal History;" and one fully legible copy of the original GSA Form 176, "Statement of Personal History." The COR will furnish an ample supply of these forms to the Contractor immediately after Contract award and upon the Contractor's request thereafter. Contractors may use, and are encouraged to use, the local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations FPS may have an electronic fingerprint scanning machine which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of the completed, legible forms, GSA will forward the forms to the FBI for evaluation. GSA will use the information provided by the Contractor and FBI to make a determination regarding the guard's suitability to work under a GSA Contract. Provided that the forms are complete and legible, the entire evaluation process will take anywhere from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly.

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

- C. If GSA finds a Contract employee to be unsuitable to work under the Contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the Contract, and the Contractor shall in turn immediately remove the affected employee from the Contract. The suitability determination may be appealed by the guard or the Contractor to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the guard's suitability has been accomplished. **Under no circumstances shall a Contract**

employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any GSA security guard service Contract. This requirement also applies to Contract employees whose unfavorable adjudication is under appeal.

- D. Once a favorable adjudication has been made by GSA, the guard is suitable to work under the Contract for two (2) years (provided that nothing occurs within the 2 year period that would render the guard unsuitable for continuing performance under the Contract). The Contractor shall immediately notify the COR and the CO in writing of any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). The Contractor is responsible for renewing the guard's suitability clearance prior to its expiration. Any guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new suitability determination is made. The Contractor should make every effort to submit a new suitability paperwork package to GSA at least 30 days prior to the current suitability expiration date (refer to paragraph B above for paperwork requirements).
- E. For employees cleared through this process while employed under a predecessor Contract (providing the same services), the suitability determination made under the previous Contract will carry over to the new Contract. However, the Contractor will be required to submit new suitability applications once the guards' current suitability clearances expire.
- F. The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.
- G. A complete step-by-step description of the GSA Certification process is described in Section H, paragraph H-2.

C-9.5-2 Security Clearance Requirements (Classified Contracts)

- A. In addition to meeting the GSA suitability requirements described in paragraph C-9.5.1 above, additional security clearances may be required by the Contract and task order(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), or the Nuclear Regulatory Commission (NRC), or US Treasury, or Federal Bureau of Investigation or other agency, as appropriate (refer to Section J, Exhibits 1 and 13 for further information as to whether this Contract will require such clearances). Where such clearances are required, employees to be assigned to the facility shall be subject to a security check by the Government prior to being allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) during the term of the Contract. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, US

Treasury, FBI, or other agency.

- B. The Government shall notify the Contractor of the required security classification of this Contract and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.
- C. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- D. The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, interim facility clearance requirements subsequent to the official award date, and/or at least thirty (30) days prior to the Contract start-up date.
- E. In all areas requiring a DOD, DOE, or NRC Security Clearance, the Contractor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at www.dss.mil or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). (Note: online access to the manual is no-cost, while the paper copy from the Government Printing Office costs \$11.00). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and from NRC at www.nrc.gov. All applicable forms must be completed by each designated employee and each required Contractor representative. The Contractor shall notify the COR, in writing, within five calendar days of receipt of authorization for employees to be assigned to classified areas. (See Part III, Section J, Exhibit 13, Security Clearance Requirements).
- F. Temporary suitability determination waivers may be granted by the Government (but are not a Contractual entitlement by the Contractor) for a period of six (6) months from the date that such waiver is approved. All Contract employees working under GSA security Contracts after the expiration of the six (6) month temporary clearance without a final suitability or security clearance, will be dismissed from further work until such time as a full suitability determination has been completed. This requirement applies to both classified and non-classified Contracts. Security clearances will not be waived. The Government will provide the Contractor with the appropriate address where the completed forms are to be forwarded.
- G. The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each and every affected Contract employee. The costs should be factored into the offering prices, as they will not otherwise be paid for by the Government.
- H. Contract employees assigned to/or working at the FAA location, 901 Locust, Kansas City, Missouri, are required to pass a National Adjudication Criminal Investigation (NACI). Note: FAA is responsible for the costs associated with the NACI.
- I. Contract employees assigned to/or working at an IRS location in Kansas City, Missouri/Kansas are required to pass an IRS National Background Investigation Center (NBIC). Note: IRS is responsible for the costs associated with the NBIC.

C-11.6 Special Requirements for Supervisors

Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgement. Each supervisor shall have a background with a minimum

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

2. The COR shall recommend the selection, if satisfactory, and the CO will approve or reject the recommendation. A Key Personnel Resume (Section J, Exhibit 12), shall be completed for each supervisor and a copy shall be provided to the COR.

C-10. Training

C-10.1 General

1. All guards and uniformed supervisors working under this Contract must complete the following training and pass the required written examination. Contract guards and uniformed supervisors who worked under the predecessor Contract and who maintain valid certification credentials will not be required to take the training and examination until their suitability adjudication expires. Prior to the expiration of their suitability adjudication, those guards must complete the required training and pass the written examination. All newly hired Contract guards with no prior experience under the predecessor or other current GSA security guard service Contract must take the following training and pass the written examination prior to working under this Contract.
2. The Contractor bears the entire responsibility for scheduling the Government-provided training courses and/or examinations with the Government and for ensuring attendance at the classes by their employees. The Contractor shall also bear all costs related to their employees' attendance at the training and examinations, including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the offering price, as the Contractor will not otherwise be compensated by the Government for those costs after Contract award.
3. The Contractor bears the responsibility of providing the training location (classroom) for all formal training except for the x-ray and magnetometer training which will be provided at various locations.
4. The Contractor bears the responsibility of providing an instructor and lesson as applicable to train employees on the subjects listed in Part III, Section J, Exhibits 4, 5, 6, 7 and 8.
5. The CO, COR, COTR, or any designated representative of the COR shall have the express authority to observe any training session sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this Contract. The Contractor shall be responsible for providing the COR a copy of the training schedule within 10 days after award of the Contract and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the COR of any changes to the schedule after it is submitted. The

Training Plan and Schedule is located in Section J, Exhibit 9.

C-10.2 Training Requirements by Position

This subsection details the training requirements that must be successfully completed by all uniformed Contract employees. The syllabi for both the Contractor-provided and the Government-provided training courses shown below are located in Section J, Exhibits 4, 5, 6, 7, and 8 of this Solicitation/Contract, as are required certifications of training for individual Contract employees.

C-10.2-1 Productive Guards

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

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

B. Basic training, FPS "orientation" training, Magnetometer/X-Ray training, and basic firearms training are "one time only" courses, meaning that they do not have to be taken again during the Contract term once they are successfully completed by the Contractor's employees. Training certifications are transferable to other GSA 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 COR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

- C. Annual firearms requalification does not require specific additional training; rather, it involves the Contract employee's ability to pass the Federal Law Enforcement Training Center practical pistol course (See Section J, Exhibit 8) with a passing score. However, the Contractor shall be liable for ensuring that all Contract employees receive the training or range time necessary to successfully requalify on the practical pistol course on an annual basis, at no additional cost to the Government.
- D. Each Contract employee must take and complete 40 hours of refresher training within two (2) years of the previous training (basic or refresher) conclusion date. See Section J, Exhibit 6, for further information regarding the subject matter to be covered during this training.

C-10.2-2 Supervisors

- A. All uniformed supervisors working under this Contract must successfully complete basic training as shown in the following chart. The CGIM should be provided to the supervisors on the first day of basic training. Following completion of basic training, the supervisors will be required to take and pass a written examination.

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

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

- C. Basic training, FPS "orientation" training, Magnetometer/X-Ray training, and basic firearms training are "one time only" courses, meaning that they do not have to be taken again during the Contract term once they are successfully completed by the Contract employees. Training certifications may be transferable to other GSA 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 COR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

C-10.3 Written Examination

1. Upon the Contract employees' completion of the Basic Training and Recertification Training, the Contractor must schedule with FPS a Government-administered written examination that will test their employees' familiarity with and understanding of the information contained in the CGIM after the Contract employees successfully complete the applicable course. The test is multiple choice with 50 questions. All of the questions on the test are taken verbatim from the CGIM. The passing score for the examination is **70% (35 questions correct out of 50 possible questions)**.
2. If a Contract employee does not pass the examination on the first attempt, he/she may re-take the examination; however, the Contract employee will be given only two (2) attempts to pass the exam within a 90 day period after training completion. If the Contract employee fails after the second attempt, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any **DHS** Contract during that one year waiting period. If a Contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any **DHS** Contract during that one year waiting period.
3. The Contractor shall be responsible for notifying the COR when his applicants will be ready to take the written and firearms qualification tests. After coordinating with the COR, written notification including the applicants name and social security number, testing date and location should be submitted at least (10) days prior to testing.

IMPORTANT NOTE: No waivers will be granted regarding the testing policies and procedures stated above.

C-10.4 Firearms Training and Qualification

- A. The Contractor is responsible for providing 40 hours of firearms training prior to sending the Contract employees to a firing range for the initial range qualification session. At least eight (8) but no more than 16 of the 40 hours should be classroom training, with the remaining 24 – 32 hours being actual training/shooting time on a firing range. For the purposes of this Contract, the Government requires that each Contract employee who receives firearms training shall fire at least 200 rounds of ammunition during the course of range training. The cost of ammunition should be factored into the offering price as it will not otherwise be paid by the Government. The CO will provide the Contractor with the curricula for both the transitional and basic firearms training courses shortly after Contract award.
- B. Any Contract employee who has successfully completed a 40 hour firearms course using a .38 caliber revolver under a predecessor GSA Contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate, or a current A-1 or firearms certification). The COR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. NOTE: Prior successful training completion by the Contract employee **shall not** exempt the Contract employee from the annual range qualification requirements.
- C. Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) must be conducted using Trans-II targets only. The targets are inexpensive and are widely and readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish employee weapons qualifications as required by this Contract and should factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after Contract award.
- D. Annual firearms re-qualification does not require specific additional training; rather, it involves the Contract employee's ability to pass the Federal Law Enforcement Training Center practical pistol course (See Section J, Exhibit 8) with a passing score. However, the Contractor shall be liable for ensuring that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis. The costs of such preparations should be factored into the offering prices, as they will not otherwise be paid for by the Government.
- E. Successful firearms range qualification by Contract employees as part of a state or local firearms permit/license issuance process **shall not** be considered an acceptable replacement or substitute for the annual firearms qualification required by this Contract.
- F. An FPS representative will witness the firearms qualification for each Contract employee to ensure that each Contract employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the COTR to schedule range qualifications at a mutually acceptable date and time. Firearms qualifications that are not witnessed by an FPS employee will not be deemed acceptable for the purposes of this Contract.

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

C-10.4-1 Minimum Age for Firearms Licensing

- A. Notwithstanding the minimum age requirement cited in paragraph C-10 above, the Contractor must follow Federal, state and/or local licensing requirements for Contract employees. In most areas the minimum age requirements for armed guard personnel is twenty-one (21) years of age.
- B. In the event that there is a legal licensing requirement regarding the minimum age for a guard, that requirement shall take precedence over the Contract's stated acceptable minimum age.

C-10.5 FPS-Specific Training

1. All Contract employees must receive FPS-specific training prior to working under this Contract. The training will be provided by FPS employees at a Government site. The site(s) and date(s) of the training session(s) will be scheduled by the COR and the Contractor after the award of the Contract and prior to the Contract start date. The subjects that will be covered by the training include:
 - A. General information and special orders for the facilities to be protected under this Contract;

- B. Operational procedures for security systems and security equipment used in the protected premises; and
 - C. Emergency operational procedures for security systems on the Occupant Emergency Plan for the location(s) to be protected.
2. Each employee must be familiar with all general requirements for a specific facility before being assigned to it.
 3. See Section J, Exhibit 7, for the complete syllabus on the FPS-specific Government provided training.
 4. Guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The COR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

C-10.6 Government-Provided Magnetometer/X-Ray Training

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

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

2. 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 COR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

C-10.7 CPR/First Aid Training

1. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR and First Aid training to all employees assigned to work under this Contract. CPR training and certification shall be valid for a period of one (1) year. Upon the one-year expiration of the CPR certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 6.5 hours and cover adult, pediatric, and infant CPR procedures. While expressing no preference for a CPR training provider, the Government requires that each CPR course MUST provide practical training (e.g. on "dummies") on resuscitation techniques. If the Contractor is uncertain as to whether a training provider is acceptable, the CO and COR will provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein.

2. First Aid training and certification shall be valid for a period of two (2) years. Upon the two-year expiration of the First Aid certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.
3. Guards or uniformed supervisors who possess valid CPR and/or First Aid credentials will not be required to re-take the training until their credentials expire.
4. NO Contract employee shall be permitted to work under this Contract without CPR or First Aid credentials or with expired CPR or First Aid certification credentials. Those Contract employees who work with expired credentials will be immediately removed from the Contract upon discovery of the expired credentials and will not be eligible to work until the training is successfully completed and the Contract employee is again certified.
5. Under no circumstances whatsoever shall the Contractor require the Contract employee to incur the expense of CPR or First Aid training/recertification without providing full remuneration to the employee within fifteen (15) days of the employee's completion of the course. The CO shall report violations of this requirement to the Department of Labor for investigation and may take Contractual action as deemed appropriate.

C-10.8 Other Special Training

In certain cases, the Contractor's employees will receive special training that will be given by the tenant agency or by GSA. The number of training hours and the posts to which the special requirements apply will be provided at such time as the requirement arises. The Contractor will be required to schedule the training, to provide remuneration to all guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress. The Government will compensate the Contractor the productive hourly rate associated with that post for the special training if and when training is required.

C-10.9 Training of Replacement Employees

All replacement employees shall meet the training and testing requirements specified in this Subsection (Paragraph 10).

C-10.10 Schedule of Provided Training and Testing

The Contractor shall schedule and coordinate Government provided training and testing with the Federal Protective Service.

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

C-10.11 Attendance Compliance

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

2. All employees hired after the Contract start must receive and successfully complete the training and testing prior to performing duties under this Contract.

C-10.12 Training Waivers

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

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

C-11 Quality Control

C-11.1 Contractor-Provided Quality Control Plan

1. Adequate and consistent quality control is an essential component of successful Contract performance. The Contractor shall adhere to the Quality Control Program proposed in the Technical Proposal and accepted upon Contract award. The Contractor's Quality Control Program shall include, but not be limited to, the following areas:
 - A. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors (not routine inspections performed by uniformed Supervisors as part of their normal duties).
 - B. Quality Control Inspection Check Lists used to conduct inspections which include, as a minimum, checks of: equipment, uniform and appearance; attendance and/or compliance with GSA Form 139 Sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall performance.
 - C. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when either superior or deficient performance is noted by the Contractor's Quality Control Monitors or by the Government.

D. Resumes for all employees appointed to serve as Quality Control Monitors. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.

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

C-11.2 Government-Provided Quality Control

1. The Government shall use any and all methods deemed necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the guards' actions; and surveys of building tenants regarding the guards' performance, including the guards' professionalism, courtesy, and knowledge of their assigned duties.
2. 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 COR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).

C-12 Performance Evaluations

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

SECTION D - PACKING AND MARKING

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

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

D-2 Marking

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

SECTION E - INSPECTION AND ACCEPTANCE

E-1 The Role of Government Personnel and Responsibility for Contract Administration, Inspection, and Acceptance

E-1.1 Contracting Officer (CO)

The CO for this contract is:

Susan V. Johnson
DHS, Federal Protective Service
Support Services Branch (6PSS)
1500 East Bannister Road, Room 2151
Kansas City, MO 64131-3088
Telephone: (816) 823-2281 FAX: (816) 926-5751

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

E-1.2 Contracting Officer's Representative (COR)

1. The COR for this contract is:

Sharon Byram
DHS, Federal Protective Service (6PST)
1500 East Bannister Road, Room 2151
Kansas City, Missouri 64131
Phone number: (816) 926-7894 FAX: (816) 926-5751

The COR is designated to assist the CO in the discharge of his/her responsibilities when he/she is unable to be directly in touch with the Contract work.

The responsibilities of the COR include, but are not limited to:
determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this Contract; acting as the Government's representative in charge of work at the site(s); ensuring is concerned; advising the Contractor of proposed deductions for non-

compliance with the Contract requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.

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

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

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

E-1.4 Contract Quality Assurance Specialists (QAS)

1. The QAS are subordinates of the COR and are responsible for the day-to-day inspection and monitoring of the Contractor's work. The QAS will be any FPS employee. The responsibilities of the QAS include, but are not limited to:
 - A. Inspecting the work to ensure compliance with the contract requirements;
 - B. Documenting through written inspection reports the results of all inspections conducted;
 - C. Following through to ensure that all defects or omissions are corrected;
 - D. Identifying to the CO and COR areas of non-performance by the Contractor that may result in deductions from Contract payment or other Contractual remedies being taken;
 - E. Generally assisting the COR in carrying out his/her responsibilities.
2. After Contract award, the CO will issue a written memorandum to the QAS that details the scope of duties they are authorized to perform. **The QAS cannot make any decisions regarding the performance of the contract except as outlined in the memorandum.** A copy of each memorandum shall be sent to the Contractor simultaneously upon issuance to the Contract Inspectors.
3. The Contractor shall immediately notify the CO in the event the QAS directs the Contractor to perform work that the Contractor believes is not part of the Contract or part of his/her designated duties as stated in the CO's memorandum to the Contract Inspector. The CO will then make a *determination on the issue and will respond to all affected parties.*

E-2 Government Inspection and Monitoring

1. Inspection is the Government's primary means of ensuring that it receives the items for which it has contracted. For that reason, the Government will use multiple means of inspection.
2. People from all walks of life will be observing and interacting with the Contractor's employees. This experience, good or bad, will frequently be reported to GSA. GSA will *follow up as is appropriate with each such report. If appropriate, GSA will then advise the Contractor of the commendations or complaints received.*
3. GSA works in partnership with client Federal agencies who reimburse GSA for contracted services. The staff and management of these Federal agencies will be supplementing GSA's own inspection and monitoring program with formal and informal observations and reports.
4. GSA will use its own announced and unannounced inspection and monitoring procedures in support of this Contract. Such procedures may occur at any time during the day or night, on any day of the year, and may be supplemented by GSA's customer surveys and other agency reviews of the Contractor's performance (see Sections C and G for more inspection-related information).

SECTION F - DELIVERIES OR PERFORMANCE

F-1. Place of Performance

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

**Various Federal Facilities, Heartland Region (Region 6)
(See Part III, Section J, Exhibit 1)**

F-2. Term of Contract

1. After award, the successful Contractor will be given a written notice to proceed and shall provide contractual services for a twelve month period, subject to the availability of funds, (see the **Clause 552.232-73, Availability of Funds (July 1984), Referenced in Part II, Section I**), commencing on the date specified in the notice to proceed. **Work under this contract is expected to commence on or about October 1, 2003.**
2. The actual dates and times of performance of required services shall be specified by the Government via unilateral issuance of task order(s). The Contractor shall perform the required services in complete compliance with the task order(s) issued by the Government.

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

1. The Government shall have the unilateral option of extending the term of this contract for four (4) consecutive additional periods of twelve (12) months each (see **Clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (Mar 1989), in Part II, Section I**). The same terms and conditions contained in this contract shall apply to the option period, if exercised. The option shall be exercised upon written notification (mailed or otherwise furnished) to the contractor at least 30 calendar days prior to the expiration of the contract. The total duration of this contract, including the exercise of any options, shall not exceed 5 years.
2. Options will be exercised at the Government's prerogative. There is **not** a contractual right on the part of the Contractor to receive any options available for award if the Government does not choose to exercise them. If the Government exercises the option(s) within the prescribed time frame, the Contractor shall be bound to perform the services for the option period or be subject to the default provisions of this contract..
3. **OPTION TO EXTEND SERVICES.** The Government shall have the unilateral option to require continued performance of any services within the limits and at the rates stated in the contract, or if the Department of Labor has issued a wage determination effective for that period, the contract price shall be adjusted in accordance with the Fair Labor Standards Act and Service Contract Act - Price Adjustment, in Part II, Section I, of the contract. (Also see Supplemental Contract Clauses for Building Services, FAR 52.217-8). Option may be exercised upon written notification to the Contractor at least fifteen (15) calendar days prior to expiration of the contract. The option provision may be exercised more than once, but the total extension of performance thereunder shall not exceed six (6) months. This is in addition to the five (5) year limitation in Item F-3(1) above.

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 Payment (General)

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

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

**General Services Administration
Federal Protective Service (6PS)
Attn: Sharon Byram
1500 East Bannister Road, Room 2151
Kansas City, MO 64131-3088
Telephone: (816) 926-7894**

G-2 Submission of Invoices

1. **552.232-70 INVOICE REQUIREMENTS (SEP 1999)**

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

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

ACT Number (Pursuant to individual task orders)

(c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or order, the following information or documentation must be submitted with each invoice:

- (i) Name of business concern and invoice date.
- (ii) Contract Number
- (iii) Delivery order number or other authorization for delivery property or services.
- (iv) Item number, national stock number (NSN) or other product identification number, description, price, and quantity of property or services actually delivered or rendered.
- (v) Name (where applicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent. The "remit to" address must correspond to the remittance address in the contract.
- (vi) Other substantiating documentation or information as required by the contract.
- (vii) Invoices:

Payment by Credit Card

Agencies may, when included in the contract, make payments of \$2,500 or less For oral or written delivery orders by using the Government commercial credit card.

Invoices for OVER \$2,500 shall be submitted to:

Amendment No. 04

The applicable COR referenced in Section G, Paragraph (1).

Certified Invoice Procedures in accordance with the General Services Administration Regulation 513.7001(a) may also be used to pay invoices of \$2,500 OR LESS. Send invoices to the following Federal Protective Service (reference Section E, Item 1.2), who will process the invoices under the Certified Invoice Procedures.

2. **Base/Recurring Services.** Original invoices shall be submitted on the first of each month to:
- General Services Administration**
 - Region 7**
 - Accounts Payable (7BCPP)**
 - P.O. Box 17181**
 - Fort Worth, TX 76102-0181**

A copy of these invoices shall be sent to:

- General Services Administration**
- Federal Protective Service (6PS)**
- Attn: Sharon Byram**
- 1500 East Bannister Road, Room 2151**
- Kansas City, MO 64131-3088**

Emergency/Start-Up Services: Each invoice for emergency/start-up services shall be submitted to the same address as listed above for the COR.

All invoices submitted for Emergency/Start-Up Services shall reference the following information:

- A. The Contract number.
- B. The purchase order number indicated in Block #4 on the GSA Form 300.
- C. The name of the facility where services were provided.
- D. The dates and number of productive and supervisory hours worked, including the rates authorized for each.
- E. The name of the GSA Representative who authorized the additional hours of work.

Original Purchase Order invoices for Emergency/Start-Up Services shall be sent to the Region 7 address in Fort Worth, Texas listed in Item Number 2 on this page and a copy of these invoices shall be sent to the Federal Protective Service address in Kansas City, Missouri, listed in Item Number 2 on this page.

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

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

- (a) Under the Inspection of Services clause of this contract, payments may be adjusted if any services do not conform with contract requirements. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar

amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be made.

- (b) The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10-day period will be interpreted to mean that the Contractor accepts the deductions proposed.
- (c) All or a portion of the final payment may be delayed or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and adjust payments under the contract accordingly.

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

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

G-5 552.232-77 Payment by Governmentwide Commercial Purchase Card (MAR 2000)

(a) Definitions. "Governmentwide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral Order" means an order placed orally either in person or by telephone.

(b) At the option of the Government and if agreeable to the Contractor, payments of \$10,000 or less for oral or written orders may be made using the Governmentwide commercial purchase card.

(c) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.

(d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

G-6 552.232-78 Payment Information (Jul 2000)

The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

G-7. Application of Criteria for Deductions

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

G-7.1 Deduction for Failure to Provide Operable Vehicle

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

G-7.2 Deduction for Failure to Provide Equipment, Materials, and Uniforms

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

G-7.3 Deduction for Failure of Guards to Attend Scheduled Government Training

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

G-7.4 Deductions for Deficient Equipment, Uniforms, Appearance, etc.

In the event a Contract employee is provided with defective equipment, defective uniforms, or his/her appearance is unsatisfactory, weapons unclean, etc., the COR or his designee(s) shall, in writing, call the attention of the Contractor to the deficiency and request the deficiency be corrected within such time as the COR or his designee(s) deems reasonable. If

the Contractor does not correct the deficiency within the specified time, an FPO, LESO, or other Government employee will assume the duties of the Contract guard until such time as the Contractor corrects the deficiency, and the CO shall deduct the costs of providing the service from the Contractor's next monthly payment.

IMPORTANT NOTE: In no instance shall the Government deduct *less than the Contractor's hourly rate for productive guard services* or deduct *more than \$50.00 per hour for the productive services*.

G-7.5 Deductions for Loss, Damage, Destruction, or Unauthorized Use of Government Property

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

G-7.6 CRITERIA FOR DEDUCTIONS

1. Where security guard services are concerned, there is no way for the Government to obtain re-performance of unprovided or unacceptable work by the Contractor's employees. Thus, the Government shall remedy the Contractor's non-performance or unacceptable performance through price deductions.
2. The deduction rate for failure to provide required level of service shall be established as the productive hourly rate. The hourly rate will be computed by applying the percentage increase contained in Section B to the respective Department of Labor (DOL) wage determination(s).

FIGURE G-1
CRITERIA FOR DEDUCTIONS

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

E-3 FAR 52.246-4 - Government Inspection of Services - Fixed Price
(Aug 1996)

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

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

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

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

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H-1 Permits, Licenses, and Adherence to Laws**

1. In performance of work under this Contract, the Contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable Federal, State, County, Parish, and Municipal laws and regulations associated with licensing and permit issuance. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the course of the Contract, including any and all option periods the Government exercises. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual Contract employees) to the COR prior to the Contract start date and again within 15 days after each option period exercised by the Government. The costs associated with this requirement must be factored into the Contractor's offering prices, as they will not otherwise be paid by the Government.
2. The Contractor will perform services in various locations of the Heartland Region covering Iowa, Kansas, Missouri, and Nebraska. The Contractor must possess ALL licenses required to perform services in Iowa, Kansas, Missouri, and Nebraska.

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 state, county, and municipal requirements, whether listed here or not.

3. The Contractor will be found non-responsible if they do not possess the required license(s) or do not demonstrate the ability to obtain such licenses prior to the Contract start date as identified in Section F-2 or issuance of task orders.
4. Failure by the Contractor to maintain valid licenses and permits may be cause for the Government to take Contractual actions, up to and including termination for default. For instance, if an armed guard's firearms permit expires, and he/she is legally required to possess a valid license while armed, the COR will require that the guard be removed from the post until a valid permit is obtained. If the Contractor fails to renew a required license and the controlling authority (state, municipality, etc.) orders the Contractor to cease performance until the license is renewed, the Government may terminate the Contract for default or take other remedies, such as issuing a Stop Work Order, obtaining performance by other sources, and deducting those costs from the Contract price.
5. Where Contract employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the Contractor shall remunerate the employee for all costs and fees associated with obtaining the required license/permit. **Under no circumstances shall a Contract employee be required to pay for a contractually-required license or permit without being reimbursed by the Contractor.**

H-2 Contract Guard Certification

1. Prior to working under the Contract, every guard, productive and supervisory, must possess a valid GSA certification card (GSA Form 3527). The GSA certification card is evidence that the guard has: received a favorable adjudication from GSA; passed the medical examination; completed the required training; passed the required examination(s); and meets all other qualification criteria to be a GSA Contract security guard.
2. The Contractor should follow the procedures listed below to obtain a GSA certification card for each Contract employee:
 - A. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements (including medical examinations and drug testing);
 - B. Submit the suitability package to the GSA COR (see Section C-11) and await the results of the adjudication. This process will take approximately one (1) month if all forms are legible and complete; however, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.
 - C. Schedule required Government-provided training and testing/qualifying with the GSA FPS office and schedule/conduct all other Contractor-provided training requirements;²
 - D. After the Contractor receives the suitability adjudication results and the employee completes the training and passes the required examination(s), the Contractor shall submit the following information to the GSA COR for a GSA certification card:
 - (1) A certification, signed by the Contract Manager, that the employee has met all the requirements set forth in Section C and that all pertinent documents are on file at the Contractor's facility (See Section J, Exhibit 11)
 - (2) Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
 - (3) One GSA Form 3527, Contract Guard Qualification Certificate. The guard's name, social security number, and company name must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
 - (4) Armed guards must submit a signed and dated "Domestic Violence" certification that states have not been arrested for or charged with any offense related to domestic violence. The CO shall provide the Contractor with an adequate supply

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

of these forms. This form shall be valid for a period of one (1) year and must be re-completed and re-submitted concurrent with the guard's annual firearms requalification.

3. GSA will type the date of issuance, qualifications, and expiration on the GSA Form 3527, and laminate the completed form. The card will then be issued to the Contractor.

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

4. The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the GSA certification card, but a valid CPR/First Aid card and, when required, a valid firearms permit.
5. The Certification card will be valid for the term of the contract and shall be marked "TOC" to designate expiration upon completion of the contract.
6. The Contractor must return to GSA an employee's certification card within **five (5)** work days of either the termination of the guard's employment, or the guard's removal from the Contract at the end of the Contract period. The Contractor must return to GSA all blank cards and all completed cards for guards who will not continue to work under GSA Contracts. Possession of a GSA certification card does not waive any other Contract requirement.
7. The certification card shall be worn on the outermost garment of the guard's uniform.
8. **IMPORTANT NOTE:** Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the Contract employee's certification status (i.e., suitability determination, medical examination, firearms requalification, CPR/First Aid certification). See Section J, Exhibit 11 for the list of individual certification elements.
9. The COR shall have the express authority to demand return of the GSA Certification card for any Contract employee who does not maintain compliance with the Contract qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the Contract until such time as he/she comes into full compliance with all qualification/certification criteria.

H-3 Identification/Building Pass

When a controlled personnel identification system is used by a tenant agency at a site at which the Contract employee is assigned for duty, the tenant agency will provide the Contract employee with the necessary Government identification. The Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the Contract, whichever comes first.

H-4 Standards of Conduct

1. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.
2. The Contractor is also responsible for ensuring that their employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized by this Contract and the post orders.
3. Each Contract employee is expected to adhere to standards of behavior that reflect credit on himself, his employer, and the Federal Government. The CO and COR have the authority to request the retraining, suspension, or removal of any Contract employee who does not meet and adhere to the standards of conduct as required in this Contract and the CGIM.

H-5 Removal from Duty

1. The Government may request the Contractor to immediately remove any employee from the work site should it be determined that the employee has been disqualified for either suitability or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The Contractor must comply with these requests in a timely manner. For clarification, a determination of unfitness may be made from, but not be limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:
 - A. Violations of the Rules and Regulations governing Public Buildings and Grounds, 41 CFR 101.20.3.
 - B. Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the worksite(s).
 - C. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
 - D. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participating in disruptive activities which interfere with the normal and efficient operations of the Government.
 - E. Theft, vandalism, immoral conduct, or any criminal actions.
 - F. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects; failure to pass drug screening test.
 - G. Improper use of official authority or credentials.
 - H. Unauthorized use of communications equipment or Government property.
 - I. Misuse of weapon(s).
 - J. Violation of security procedures or regulations.
 - K. Unauthorized post abandonment.
 - L. Failure to cooperate with Government officials or local law enforcement authorities during an official investigation.

2. **Criminal Liability**: It shall be understood by the Contractor that disclosures of information relating to the work or services provided under this contract requirement to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order Number 11652 that may come to the Contractor or any person under the Contractor's control in connection with the work under this contract, may subject the Contractor, his agents or employees to criminal liability under Title 18, Section 793, 794, and 798 of the United States Code.
3. The CO will make all determinations regarding the removal of any employee from the work site. In the event of a dispute, the CO will make the final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing.
4. **Smoking Restrictions**: No smoking is allowed in the building except in designated areas.

H-6 Contract Employee Reinstatements

1. When an action is taken by the Government that may impact upon the suitability or work fitness status of a Contract employee, the Contractor may appeal the decision to the CO.
2. If the CO made the initial decision, the appeal will be reviewed by a senior manager within the regional FPS office or by the FPS Technology and Security Branch staff in Washington, DC. The appeal decision will be provided to the Contractor in writing with a brief explanation of the decision to uphold or reverse the CO's decision.
3. Every effort will be made by the Government to expedite processing of the appeal. In most cases the appeal will be decided within two (2) to four (4) weeks, depending on the complexity of the case.
4. While the appeal is being considered, the Contractor **shall not** permit the employee work under this Contract.

H-7 Contractor's Personnel Filing System

1. To minimize duplication of effort by the Government and the Contractor, the Contractor shall maintain personnel files for all employees who work under this Contract. Files shall be maintained either at the Contract Manager's on-site office or the Contractor's regional corporate office. Each guard's file **must** contain the following information:
 - A. Application for employment, including resume or detailed prior work history and references;
 - B. Results of all criminal history checks obtained by the Contractor both prior to and after hiring;
 - C. Copy of high school diploma, GED certificate, college transcripts, military record, or POST training completion;
 - D. Record of all basic and refresher training attendance and, where required, test scores;*
 - E. Record of all firearms training and qualification scores, where required by the Contract;*

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

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

2. The Contractor's filing system shall be consistently applied and maintained. Required documents shall be placed under the same Section/tabs in every Contract employee's file.
3. The CO, COR, COTR, or GSA employees designated by the CO shall have the express authority to review any Contract employee's file at any time during the course of the Contract. The Contractor shall maintain all personnel files for a minimum of five (5) years after Contract closeout (upon receipt of release of claims).
4. The CO or COR can request, at any time during the course of the Contract, a spreadsheet or other tracking system (either in paper form or in electronic form) which clearly details the status of all the Contract requirements for all Contract employees.
5. The Contractor may maintain either a hard-copy (paper) file or a computerized system containing all the information required above. However, if the Contractor uses a computerized filing system, all forms must be scanned into the computer and must be legible.
6. **False statements, certification, or falsification of any documents required in this Contract by the Contractor, Contract Manager, or any Contract employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate an investigation by its Office of Inspector General or the regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or may take Contractual remedies, up to and including termination for default. Under no circumstances whatsoever will falsification of required documents be tolerated by the Government.**

H-8 Initial Contract Transition

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

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

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

SECTION I
CONTRACT CLAUSES

1. WAGE DETERMINATIONS

Bidders are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this Invitation for Bid/Request for Proposal must be paid the minimum monetary wage and shall be furnished fringe benefits shown on the attached Wage Determinations listed below. These determinations were issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4.3 or 29 CFR Part 4.

The class of guards to be used under this contract will be "Guard II" only.

a. Wage Determinations - Western District

Wage Determination No's.

99-0205*
98-0334*
94-2587 (Rev. 20)
94-2323 (Rev. 19)
94-2325 (Rev. 24)
94-2213 (Rev. 26)
94-2215 (Rev. 20)
94-2307 (Rev. 23)

b. Wage Determinations - Eastern District

Wage Determination No's.

98-0357*
94-2325 (Rev. 24)
94-2205 (Rev. 19)
94-2203 (Rev. 19)
94-2175 (Rev. 23)
94-2309 (Rev. 26)
94-2307 (Rev. 23)
94-2311 (Rev. 20)

* Collective Bargaining (Union) Agreement

99-0205 - Agreement between International Union, United Plant Guard Workers of America and It's Amalgated Local No. 777 and Ree's Contract Service.
Current Wage: **\$16.19** per hour (see attached CBA for fringe benefits).

99-0334 - Agreement between International Union, United Plant Guard Worker's of America and It's Affiliated Local No. 249 and Ree's Contract Service.
Current Wage: **\$17.12** per hour (see attached CBA for fringe benefits).

99-0357 - Agreement between International United Government Security Officer's of America and It's Affiliated Local 20 and Ree's Contract Service.

Current Wages: \$17.20 per hour (Officer's) – Unit A

\$13.03 per hour – Unit B

(see attached CBA for additional hourly rates and fringe benefits).

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1998-0334
Revision No.: 3
Date of Last Revision: 07/01/2002

States: Iowa, Kansas, Missouri

Area: Iowa County of Des Moines
Kansas Counties of Johnson, Shawnee, Wyandotte
Missouri Counties of Buchanan, Jackson, Vernon

Employed on General Services Administration contracts for armed guard services.

Collective Bargaining Agreement between Ree's Contract Service, Inc. and Security, Police and Fire Professionals of America (SPFPA) and Its Amalgamated Local 249 effective July 1, 2002 through June 30, 2007.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

**AGREEMENT
BETWEEN**

**INTERNATIONAL UNION, SECURITY POLICE FIRE PROFESSIONALS OF AMERICA AND
ITS AMALGAMATED LOCAL NO. 777 AND REE'S CONTRACT SERVICE, INC.**

AGREEMENT

THIS AGREEMENT is entered into this 31st day of MAY, 2002 by and between REE'S CONTRACT SERVICE, INC. it's successors and/or assigns, hereinafter referred to as the "Company" AND IT'S AMALGAMATED LOCAL NO. 777 hereinafter referred to as the "Union".

ARTICLE 1-RECOGNITION

- 1.1 The Company does recognize the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining as defined in the National Labor Relations Act, and is certified by the National Labor Relations Board in Case 17-RC-11672, for all Security Officers employed by the Company within the Omaha, Lincoln, Council Bluffs Metro areas and other Company locations where voluntary recognition of the Union has been confirmed in writing.
- 1.2 This agreement excludes all office clerical employees, professional employees, and supervisors as defined by the Act.

ARTICLE 2-MANAGEMENT RIGHTS

- 2.1 Except as expressly modified or restricted by a specific provision of the Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with it's sole and exclusive judgement and discretion: to reprimand, suspend, discharge, or otherwise discipline security officers for just cause; to determine the number of security officers to be employed; to hire security officers, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work; to set the standards of productivity, and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; close down, or relocate the Company's operations or any part thereof; to extend, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, research, production, service, distribution, and maintenance methods, materials, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend, and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees. The Company's failure to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the this Agreement.
- 2.2 Except as currently practiced, non-bargaining unit personnel will not perform duties of the security officers in the bargaining unit, except as necessary to fulfill the work requirements under emergency and/or temporary relief circumstances.

ARTICLE 3-UNION SECURITY CLAUSE

- 3.1 The Union and the Company recognize existing laws establishing the right to work privileges in the States of Iowa and Nebraska, and agree that no security officer covered by any provision in this Agreement, shall be required to join or pay dues, assessments, service fees or other fees to the Union, as a condition of obtaining or maintaining employment with the Company. The Union reserves the right to assess fees and/or assessments to non-union members, as permitted by law, once or if established that the representation of a non-union member has become a financial burden on the Union or it's representatives.
- 3.2 In the event, where permissible by law, the request is brought forth by the Union for enforcement of assessments or service fees, the employee will be allowed fifteen (15) days from certified mail notification to arrange payment. Should payment not be made within the prescribed notification period, forty-five (45) days following, the security officer will be discharged.
- 3.3 It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this Article, and in the event that any clause of this Article should be contrary to any law, state or federal, said clause shall be inoperative in any state in which it is contrary to state or federal law and the remainder of the Agreement shall remain in full force and effect.

ARTICLE 4-CHECK OFF

- 4.1 Upon receipt by the Company of a check-off authorization in the form set forth in Article 4 of this Agreement, dated and executed by a security officer, the Company shall deduct, from that wages owed such security officer for each semi-monthly payroll period following receipt of such check-off authorization, until such authorization is revoked by the security officer in accordance with the terms thereof, one-half the Union's membership dues for the month in which such deduction is made. The Company will forward the monies so deducted to the Treasurer of the Union not later than the last day of the calendar month in which the deductions is made. The Company shall deduct from a security officer's wages only that amount of money which the Treasurer of the Union has Certified to the Company, in writing, is the amount of dues, properly established by the Union in accordance with applicable law and the Union's constitution and bylaws, required of all officers as a condition of acquiring or retaining membership in the Union. If, for any payroll period in to which the Company is obligated to make deductions pursuant to this Article 4, the wages owed an officer (after deduction mandated by any governmental body) are less than the amount of money which the officer has authorized the Company to deduct pursuant to this Article 4, the Company shall make no deductions from wages owed the security officer for that payroll period and shall make no deduction, from wages owed the security officer for any future payroll period.
- 4.2 The Company shall not deduct any monies from a security officer's wages pursuant to Article 4.1 of this Agreement, unless the check-off authorization executed by the security officer conforms exactly to the following form:

CHECK-OFF AUTHORIZATION

- (a) Authorization to Deduct. I hereby authorize Ree's Contract Service, Inc. to deduct from wages owed to me for each semi-monthly payroll period, and to forward to INTERNATIONAL SECURITY POLICE FIRE PROFESSIONALS OF AMERICA (SPFPA), the monthly membership dues uniformly required of all security officers as a condition of acquiring membership INTERNATIONAL UNION SECURITY POLICE FIRE PROFESSIONALS OF AMERICA (SPFPA).
- (b) Revocability of Authorization. This Check-off Authorization shall be irrevocable for a period of one year following my execution thereof, or until the expiration of any applicable collective bargaining agreement, whichever occurs sooner. Thereafter, it shall be automatically renewed for successive one (1) year periods unless written notice of revocation of this Check-off Authorization, executed by me, is delivered to Ree's Contract Service, Inc.: (1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the annual anniversary of my execution hereof, or (b) the expiration date of any collective bargaining agreement

obligating Ree's Contract Service, Inc. to honor this Check-off Authorization, or (2) during any period when there is no collective bargaining agreement in effect obligating Ree's Contract Service, Inc. to honor this Check-off Authorization. This Check-off Authorization was voluntarily executed by me on _____, _____.

Signature of Security Officer

- 4.3 The Union shall defend, indemnify, and save the Company harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees incurred by the Company) that arise out of or by reason of actions taken by the Company pursuant to this Article 4.

ARTICLE 5-UNION REPRESENTATION

- 5.1 The Company recognizes and will deal with the Shop Stewards and other Union representatives, in all matters relating to grievances and interpretations as provided for this Agreement. Any time spent by a Shop Steward or other Union representative in matters related to Union business will be time off without pay. Should the company, at its convenience, pull a steward from duty for representation, the steward shall be compensated for time loss during said representation.
- 5.2 The Union Representative will be given access to Guard and post locations for all Union related matters provided such Representative can acquire the proper security clearance for access. The Company will provide reasonable assistance in providing the required clearances.
- 5.3 The Company agrees to allow the Shop Steward/Executive Council Member persons or person time off without pay in processing grievances, contract negotiations and other joint Union-Company Conferences. This provision will comply with all Government Regulations and operating procedures. The Shop Steward/Executive Council Member persons or person agree to notify the Company in advance of the need to engage in union activities as described herein in order that their post location be adequately manned. Further, the Shop Steward/Executive Council Member persons or person will not leave their post until a replacement Officer has relieved them from their post location.
- 5.4 The Company agrees that any officer, at the officer's request, may have a Union Steward present any time said security officer is being disciplined. The officer and Union Steward, if one is requested, will be notified ahead of time about this action and to its time and place.
- 5.5 The Company agrees to allow the Union to establish its own "Union Pass-On Book" at the Company job sites covered by this Agreement. The "Union Pass-On Book" will be furnished and maintained by the Union.
- 5.6 Officers working for the Company that transfers from another duty location not covered by this agreement will retain the GSA seniority date and will not be considered probationary Officers. Officers that transfer from another duty location not employed by the Company, will be considered probationary Officers for a period of ninety (90) days, but will retain their original GSA seniority dates entitling them to benefits described in this agreement
- 5.7 The Company and the Union agree that probationary Officers will be represented for problems concerning wages, hours and working conditions, not subject to the grievance/arbitration procedures.

ARTICLE 6-SENIORITY

- 6.1 Seniority shall be construed to mean the length of continuous service accrued by a security officer while employed in the classifications covered by this Agreement. Seniority will be determined by the security officer's anniversary date as of the date work was first performed on a Government Contract. A security officer's seniority shall continue to accrue while on layoff or approved leave of absence.
- 6.2 All new security officers shall, for the first ninety (90) calendar days of their employment, be considered probationary security officers. If retained after the ninety (90) calendar days, these security officers shall be placed upon the Seniority List with Seniority as of the date of hiring. All such security officers may be dismissed during this ninety (90) day period.
- (a.) Probationary Officers will be ineligible to bid on posts during their ninety (90) day probationary period.
- 6.3 Promotion, within the bargaining unit, shall be based on qualifications and other factors as determined by the Company.
- (a.) A rank of "Lead Officer" or "Corporal" will be established to recognize those Officers with length of service. This position will be non-supervisory. This position is developed with the intent of providing experienced direction to less senior Officers and to provide a better working relationship and communication with the Company, The United States Government and it's clients.
- 6.4 Vacant and new post locations shall be placed up for bid for a period of seven (7) calendar days at all job sites. The bid will reasonably identify the days, hours and location of the vacant or new post. The bid will also identify the minimum qualifications necessary in order to be eligible to bid on the vacant or new post. If the minimum qualifications have been met, the Company will review all work records of bidders and in the event work records are equal, the bid will be awarded to the bidder with the most seniority.
- 6.5 Temporary assignments (post assignments for less than 30 calendar days) can be made by the Company without regard for the provisions contained in this Article 6. The Company will consider seniority, qualifications and work record when making such temporary assignment. In the event a temporary assignment is unexpectedly anticipated to exceed the 30 day temporary assignment period, the Company and the Union will agree to meet in an effort to address operational needs.
- (a) Officers required to travel outside of their usual duty location (city) for temporary assignment, for each direction of travel, shall be compensated using the IRS guidelines.
- 6.6 In the event that officers are needed to stand duty that does not involve overtime, it is agreed that the Company will make contact in reverse seniority order (i.e. starting from the most junior officer) and in the absence of a legitimate reason why they cannot stand duty, that officer will be required to stand the duty.
- 6.7 In the event that officers are needed to stand duty that does result in overtime, it is agreed that the Company will contact officers in inverse order of seniority (i.e. starting with most junior officer) and in the absence of a legitimate reason why they cannot work, that officer will be required to stand duty. The Company shall maintain a voluntary overtime list as agreed to by the Union. Security officers volunteering for overtime shall be given first chance to work mandated overtime. Over time shall be decided by a voluntary overtime list starting with the most senior officer and working through the list with overtime being split equitably among these officers. In the event that nobody volunteers for mandated overtime, it is agreed that the Company will contact officers in order of inverse seniority and that the absence of a legitimate reason as to why they cannot stand duty, they will be required to stand duty.

- 6.8 A successful bidder will not be eligible to submit another bid on a vacant or new post for a period of one (1) year from the date the bid was awarded. This Article 6.8 shall not prohibit the Company from removing a successful bidder from the post during the one (1) year period due to customer preference or other disciplinary reasons, or in the event of a temporary assignment as outlined in Article 6.5. If a post is closed, due to change of service, within the One (1) year of a successful bid, than bidder will be eligible to submit a bid on a vacant/new post. An officer may be allowed to vacate his/her bid post within the referenced one (1) year provided that prior to the publishing of a bid letter, if a circumstance should arise and the security officer feels a necessity to bid out of his/her post during this ineligible period to bid, the security officer must submit in writing to the Company and Union a justification for the need to bit out of his/her post. The security officer may then be allowed, by mutual agreement between the Company and Union, to submit a bid on a new or vacant post.
- 6.9 In the event a vacant or new post location cannot be filled by utilizing the bidding system set forth in Article 6.4, the Company may assign the least senior officer who meets the minimum qualifications identified on the job bid, to the vacant or new post.
- (a) If the post is not bid, the Company agrees that an Officer that is on a current bid post will only be subject to work a post involuntarily for no more than (30) days. The Company agrees that the fore mentioned Officer will not be rotated in to that involuntary post for a period of not less than (60) days, as long as another security officer meets the minimum qualifications of the post.
- 6.10 The Company and the Union agree that no officer will be involuntarily transferred or reassigned, except for a temporary assignment as provided in Article 6.5, from the post location the officer is assigned to on the date of execution of this agreement. This provision shall not apply in the event an officer is involuntarily transferred due to customer request or disciplinary reasons.
- (a.) If in the event that a post is changed for permanent service either by hiring or reducing additional Officers which results in a conflict with current bids and/or schedules, the Company and the Union will agree on a solution, within reason, to accommodate an Officer's original bid.
- 6.11 Any layoff of security officers because of reduction in force shall be made by laying off the security officer or security officers last employed.
- 6.12 Recall of security officers laid off will be in order of their seniority, with the security officer with the most seniority being recalled first.
- 6.13 The Company shall prepare and maintain, subject to examination and correction with substantiating proof by Union Representatives, a Seniority List by classification to record the status of each security officer in the Company covered by this Agreement. The Union shall be provided quarterly with a copy of the Seniority List, and as changes dictate. Each security officer shall have the right to protest any errors in his seniority status. In the event that more than one security officer has the same date of hire, the security officer with the lowest last four (4) digits of their social security number will have seniority.
- 6.14 Seniority rights of laid-off security officer's will continue to accrue for a period of eighteen (18) months.
- 6.15 Seniority rights of security officer's on leave of absence because of illness shall accumulate for a period of eighteen (18) months.
- 6.16 Security officer's shall lose seniority for any of the following reasons only: DISCHARGE FOR JUST CAUSE, VOLUNTARY RESIGNATION OR QUIT, LAID OFF FOR MORE THAN EIGHTEEN (18) MONTHS AT ANY ONE TIME, ON LEAVE OF ABSENCE, BECAUSE OF ILLNESS FOR MORE THAN EIGHTEEN (18) MONTHS, AND BEING ABSENT FROM WORK FOR ONE (1) DAY WITHOUT REPORTING IN, UNLESS EMPLOYEE HAS A LEGITIMATE MEDICAL REASON OR OTHER EMERGENCY WHICH WOULD PRECLUDE NOTIFICATION TO THE COMPANY, FOR NOT REPORTING INTO MANAGEMENT. In the event a security officer fails to report for duty due to a medical situation, the security officer must provide medical documentation to substantiate that such failure to report was a medical emergency.

ARTICLE 7-HOURS OF WORK

- 7.1 Normal hours of work will depend on post assignment. Post assignments normally will not exceed twelve (12) hours unless emergency conditions exist and/or prior approval has been obtained from the General Services Administration.
- 7.2 If a security officer becomes aware that they will be absent from work, they are required to notify the Company as soon as possible, but not less than four (4) hours prior to the beginning of his or her shift. These incidents of call off will be limited to medical/health related situations or other emergency conditions (Siefer in 70 LA 417, 419).
- 7.3 If possible, the Company agrees to notify a security officer of any scheduled shift change at least twenty-four (24) hours in advance. If advance notice of the schedule change is not possible, notice of the schedule change must be provided to the security officer by personal contact.
- 7.4 The top 60% of the seniority list will be allowed to work a normal work week of at least 40 hours per week. The remaining 40% will be allowed to work a normal work week of at least 32 hours per week.
- (a) Full time Officer- an officer who is available to work when assigned and is scheduled to work 32 or more hours per week on a regular basis.
 - (b) Part Time Officer- an officer who will work only when available and less than 32 hours per week on a regular basis.
 - (c) It is agreed that once an Officer reaches the upper sixty (60) percent of the seniority that they will retain that position except in cases of RIF's and layoffs.

ARTICLE 8-OVERTIME RATES

- 8.1 Any work done in excess of forty (40) hours per week shall be considered overtime and paid at one and a half times the hourly rate. The work week as identified herein will be established by the Company consistent with the requirements of the Fair Labor Standards Act (FLSA).

ARTICLE 9-PAID HOLIDAYS

- 9.1 All security officers covered by this Agreement shall receive up to a maximum of eight (8) hours of pay plus their regular hourly rate, provided the holiday is worked, for the following holidays (regardless of the day of the week on which they may fall): New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In the event a security officer works less than forty (40) hours per week, the Holiday pay provided for in this Article will be prorated accordingly.
- 9.2 To be eligible for the above holiday pay, the security officer must have been in the employ of the Company prior to the date of the holiday.
- 9.3 Should one of the above holidays fall within any security officer's vacation week or other paid status, the day shall not be included in the vacation week or other paid status, and the officer shall be compensated for the holiday as provided for in Article 9.1 of this Agreement.
- 9.4 A security officer who in on approved leave of absence or on layoff shall receive the holiday pay provided he works for the Company sometime during the week in which the holiday falls.

ARTICLE 10-GRIEVANCE PROCEDURE

10.1 For the purpose of this Agreement, a grievance means a dispute, claim or complaint arising under and during the term of this Agreement. Grievances arising during the term of this Agreement shall be accordance with the following procedure:

- (a) Any security officer having a grievance shall discuss his grievance with his site supervisor and Shop Steward within seven (7) calendar days of the occurrence which caused the grievance. Should these Parties be unable to resolve the grievance, the following procedure shall be applied.
- (b) Within fourteen (14) calendar days of the occurrence which caused the grievance, the security officer considering himself aggrieved shall present the facts in writing to the site supervisor and within seven (7) calendar days after filing of the written grievance, the site supervisor or other representative of the Company, shall answer the grievance in writing. If the answer does not result in a satisfactory settlement, the following procedure shall be applied.
- (c) Within twenty-eight (28) calendar days of the occurrence which first caused the grievance, the grievance shall be referred by the Shop Steward to Company Management and Union Business Representative. The grievance shall be discussed in this step by the Company and the Union Business Representative with the witness that either party may desire to have present. Within seven (7) calendar days thereafter, the Company Management shall give the Union Business Representative their answer in writing. Should the answer not be accepted and the matter not disposed of, the Union may within forty-five (45) calendar days after the grievance has first arisen, request in writing that the matter be submitted to Arbitration: the procedure to be as follows:
- (d) If the parties are unable to reach an agreement on an arbitrator within ten (10) calendar days after request for arbitration, the Union shall draft a request for the Director of Federal Mediation and Conciliation to submit a list of seven (7) qualified and impartial arbitrators. Within five (5) calendar days after receipt of that list by the Company, the Company and the Union shall alternately strike names from the list until only one (1) name remains. The arbitrator whose name remains shall hear the grievance.

10.2 The Arbitrator shall have no power to add to, or subtract from or modify any of the terms of this Agreement. The cost of the Arbitrator shall be borne equally by the Company and the Union.

10.3 It is agreed that the Shop Steward shall not be coerced, harassed or discriminated against by the Company because of representing other officers with Management.

10.4 The time limits set forth in this Article shall, unless extended by mutual written agreement of the Company and the Union, be binding. Any grievance not properly submitted within the specified time limitation(s) shall not be considered a grievance under this Agreement and will not be arbitrable. By written mutual agreement of the parties, any or all the above mentioned time limitations may be extended.

ARTICLE 11-DISCHARGE AND DISCIPLINE

11.1 No security officer shall be discharged, suspended or otherwise disciplined without just and sufficient cause. Any security officer who has been discharged shall be granted an interview with his Union Representative, if the security officer requests such an interview and a Union Representative is immediately available, before he is required to leave the job site. In the event a Union Representative is not immediately available, the Company will notify a Union Representative at the first possible opportunity.

- 11.2 In all cases of discharge, suspension or other discipline, the security officer involved shall be notified, in writing, of the action and the reason for such action. In all cases of security officer discharge the suspension the Company shall notify the proper Union Official of the action and the reason for such action. The Union shall provide the Company by name and/or title of the designated Union Official to Receive notice as required in this Article 11.2.
- 11.3 Should there be any dispute between the Company and the Union concerning the existence of just and sufficient cause for discharge, suspension or discipline, such dispute shall be adjusted in accordance with the Grievance and Arbitration provisions in this Agreement.
- 11.4 The Company agrees to disregard any disciplinary write up over three hundred sixty-five (365) days old. Any disciplinary action which is over 365 days old will not be utilized in determining the disciplinary action to be taken against an officer for progressive disciplinary purposes. Records of disciplinary action will be retained in the security officer's personnel file for as long as the person works for the Company.
- 11.5 The Company shall make available to all officers a written copy of the Company's Disciplinary Policy.

ARTICLE 12-LEAVE OF ABSENCE

- 12.1 The provisions of this Article are for the purpose of maintaining uninterrupted seniority retained during authorized Leave of Absence.
- 12.2 Leave of Absence without pay shall be granted by the Company to a security officer for reasonable cause, to be determined by mutual agreement between the Union and the Company.
- 12.3 The Company will confirm in writing all leaves of absence granted for periods exceeding one (1) week and give copies to the Union.
- 12.4 Any security officer off work because of illness or accident will be considered on leave (without regular pay) for the period necessary.
- 12.5 Generally other leaves of absence will be for period of not more than thirty (30) days, but may be extended for reasonable cause, any extension must be by mutual agreement between the Company and the Union.
- 12.6 A security officer who becomes a duly elected or appointed Union official shall be granted a leave of absence without pay, for the duration required to perform the duties of the position which he or she was elected or appointed.
- 12.7 A leave of absence will be granted in 30-day increments for a period of up to eighteen (18) months in cases of a catastrophic illness of the security officer. Each 30 day increment will be granted by mutual agreement between the Company and the Union.

ARTICLE 13-ON-THE-JOB INJURY

- 13.1 In the event a security officer suffers an on-the-job injury the Company shall comply with all requirements as set forth in the applicable states Worker's Compensation Laws. If a security officer suffers an on-the-job injury, which requires immediate medical treatment, the Company shall compensate the injured security officer for time away from work on the day of the injury, if such time away from work is recommended by the treating physician.

ARTICLE 14-NON-DISCRIMINATION

14.1 The terms and provisions of this Agreement shall apply to all security officers alike, without discrimination with respect to race, color, religion, sex, national origin, age, veteran status, disability, or other categories required by law.

ARTICLE 15-STRIKE AND LOCKOUT

15.1 In the consideration of the Company's commitment as set forth in Article 15.3 of this Agreement, the Union, its officers, agents, representatives, stewards, committeemen and members, and all other security officers shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the Company's operations, whether or not such a strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (a) involves a matter subject to resolution pursuant to the grievance and arbitrating procedures set forth in Article 10 of this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; or (c) involves a matter which has been discussed between the Company and the Union; or (d) involves a matter which was within the knowledge or the contemplation of the Company and the Union at the time this Agreement was negotiated or executed.

15.2 The failure or refusal on the part of any security officer to comply with the provisions of Article 15.1 of this Agreement shall be cause for immediate discipline, including discharge, and such discipline shall not be subject to arbitration provisions set forth in Article 10 of this Agreement. The failure or refusal by a Union officer, agent, representative, steward or committeeman to comply with the provisions of Article 15.1 of this Agreement constitutes leading and instigating a violation of said Article 15.1, it being specifically agreed that the Union officers, agents, representatives, stewards and committeemen, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Article 15.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

15.3 In consideration of the Union's commitment as set forth in Article 15.1 of this Agreement, the Company shall not lock out the security officers.

ARTICLE 16-UNIFORMS

16.1 The Company will supply three (3) sets of uniforms for its full time security officers and two (2) sets for its part time security officers. A uniform shall consist of a long sleeve shirt, a short sleeve shirt, a pair of pants. Full time security officers will also receive from the Company two (2) ties and, and part time security officers will receive one (1) tie and. The provided uniforms will be wash and wear which security officers will wash. A jacket will be issued to each security officer. A cold weather hat will be issued to each security officer whose post location requires outside work. Rain coats will be available at all post locations where outside work is required. If the employee officer wishes to wear a bulletproof vest he may do so after purchasing a vest at his own expense. All required leather gear will be issued by the Company. The Company will only re-issue uniforms due to reasonable and customary wear and tear. All Company issued uniform items must be returned to the Company upon termination of employment.

16.2 The security officer will receive a uniform allowance in the amount of .22 (Cents) per hour for all hours worked up to a maximum of forty (40) hours.

ARTICLE 17-WEAPONS AND SAFETY

17.1 The Company will provide safe weapons and equipment. The Company will make available to all officers cleaning materials and supplies needed for maintaining clean and safe weapons.

ARTICLE 18-TRAINING PAY

- 18.1 For the period of July 1, 2002 through September 30, 2002, new hires will be paid the minimum hourly wage rate. Effective October 1, 2002, all new hires will be paid at the regularly hourly rate.
- 18.2 The Company shall pay all security officers the non-supervisory hourly rate when the security officer reports for annual training such as first aid and CPR, firing range for annual weapons firing or any other training conducted after a security officer's initial training. Overtime will be paid pursuant to Article 8.1.

ARTICLE 19-GROUP INSURANCE PLAN

- 19.1 The Company shall pay a properly established benefit plan in the following amounts:

July 1, 2002- September 30, 2003	2.50 per hour worked up to 40 hrs. per week
October 1, 2003- September 30, 2004	2.70 per hour worked up to 40 hrs. per week
October 1, 2004- September 30, 2005	2.95 per hour worked up to 40 hrs. per week
October 1, 2005- September 30, 2006	3.16 per hour worked up to 40 hrs. per week
October 1, 2006- September 30, 2007	3.41 per hour worked up to 40 hrs. per week

ARTICLE 20-FUNERAL LEAVE

- 20.1 In case of necessary absence of a security officer to attend or make arrangements for a funeral of a member of his immediate family (spouse, son, daughter, brother, sister, mother, father, grand mother, grand father, grandson, granddaughter, step father, step mother, step son, step daughter, father in law, mother in law, brother in law, sister-in-law and common law partners), such officer will be granted paid time off for a period not to exceed two (2) days in order to attend the funeral. If needed, the security officer may take two (2) additional workdays off without pay. If a security officer requests time off for each death of anyone not identified above, the Company agrees to allow time off without pay as operational needs allow.

ARTICLE 21-VACATIONS

- 21.1 All security officers covered by this Agreement, who have been in the service of the Company one (1) year or more shall take a vacation any time after their anniversary date of hire. Vacation time available will be scheduled annually and selection of vacation time shall be on the basis of seniority. During the month of December of the year preceding the vacation year, the Company shall make available to the Union a vacation schedule which identifies vacation periods available. Security officers shall then, in order of seniority, be allowed to select which available vacation in weekly increments, with each officer selecting one (1) week at a time. Officers have the option to take two (2) weeks consecutively if no other Officer has that time reserved. After all security officers have had the opportunity to select a weekly vacation period, any security officer who has more than one (1) week of vacation entitlement will go through the selection process again in seniority order. If a security officer with vacation entitlement elects to forgo his vacation selection opportunity for some, or all, of his vacation, he may elect to take such vacation time later in the year but only after approval from the Company. Any vacation time still available after the December selection period will be distributed on first come, first serve basis as operational needs dictate. In the Event circumstances beyond the Company's control create the need to modify the vacation schedule, such modifications shall be made by the Company with advance notice to the Union.
- (a) All security officers upon completion of one (1) year service with the Company shall receive two (2) weeks vacation each year. The security officer will receive vacation pay at their regular rate of pay based upon their regularly scheduled workweek, up to a maximum of forty (40) hours per week.

- (b) All security officers upon the completion of five (5) years service with the Company shall receive three (3) weeks vacation each year. The officer will receive vacation at their regular rate of pay based upon their regularly scheduled workweek, up to a maximum of forty (40) hours per week.
- (c) All security officer upon the completion of ten (10) years of service with the Company shall receive four (4) weeks vacation each year. The officer will receive vacation pay at their regular rate of pay based upon their regularly scheduled workweek, up to a maximum of forty (40) hours per week.
- (d) Part time security officers may take their vacation prorated accordingly.
- (e) All officers will be paid for their annual vacation on their contract anniversary date.

ARTICLE 22-CALL-IN PAY AND REPORT PAY

- 22.1 Any security officer who has left the Company's job site and who is called back to work after termination of his regular shift, or prior to his regular shift, shall receive a minimum of two (2) hours pay at the regular hourly rate. Only time actually worked will be used for the calculation of over time -pay as provided for in Article 8 of this Agreement.
- 22.2 If in the event that management mis-schedules multiple Officer for the same shift that results in a reduction on one of the Officers normally scheduled shift, that Officer will be compensated for the entire shift that he would have worked, not to exceed forty (40) hours per week.

ARTICLE 23-JURY PAY

- 23.1 Should and employee be required to serve on a Federal, State, or County Jury, the Company will grant the employee time off without pay for the duration of the employee's jury duty obligation. The Company will pay for lost wages for jury pay if required by applicable laws.

ARTICLE 24-WAGES AND CLASSIFICATION

- 24.1 Effective July 1, 2002 through September 30, 2003, the minimum hourly wage rate will be \$16.19 per hour. Beginning October 1, 2003, and each successive year thereafter, the Officer will receive a (3%) increase on the base hourly rate.
- 24.2 Effective July 1, 2002, Sergeants will continue to receive a \$.50 differential over and above the base wage for Officers as provided for in each year of the Agreement.

ARTICLE 25- SUCCESSOR CLAUSE

- 25.1 This provision of this Agreement shall be binding upon the Company and its successors, assigns, or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale transfer, or assignment of the Company of any, or all of its property, nor shall they be affected or changed in any respect by any change in the legal status, ownership, or management of the Company.

ARTICLE 26-WAIVER

- 26.1 The Company and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had and exercised the unlimited right and opportunity to make demands and proposals with respect to any and all lawful and proper subjects of collective bargaining. This Agreement fully and completely incorporates all such understandings and agreements, understandings and past practices, oral and written, express or implied. Accordingly, this Agreement alone shall govern the entire relationship between the parties and shall be the sole source of any and all rights which may be asserted in arbitration hereunder or otherwise.
- 26.2 By reason of the forgoing, the Company and the Union, for the duration of this Agreement, voluntarily and unqualifiedly waive any and all rights to negotiate, discuss or bargain collectively with respect to any subject not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

ARTICLE 27- DURATION


- 27.1 This agreement shall be effective from July 1, 2002 through September 30th, 2007, and continue in effect from year to year thereafter unless written notice to modify, amend, change or terminate is given by either party at least sixty (60) days but not more than ninety (150) days prior to September 30, 2007, or any anniversary date thereafter.

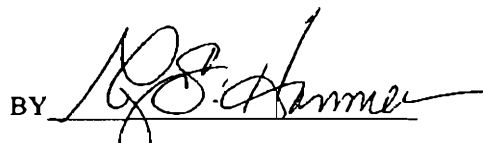
IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS ON THE

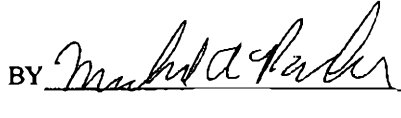
31st day of MAY, 2002.


REE'S CONTRACT SERVICE INC.

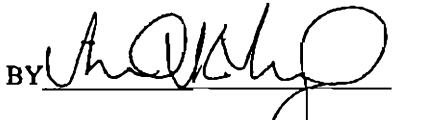
INTERNATIONAL UNION, SECURITY POLICE
FIRE PROFESSIONALS OF AMERICA (SPFPA)
AND ITS AFFILIATED LOCAL NO.777

BY 
Jack Ellis – Administrative Officer

BY 
Greg Hammer - Local President

BY 
Mike Parker – Operations Manager

BY 
David Arp - Local Vice President

BY 
Micah Mahaney – Operations Manager

BY _____
Terry Fowler – Region 11 Vice President

BY _____

BY _____

**SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
AND
STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES**

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

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

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 5 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee Class	Monetary Wage -	Fringe Benefits
Armed Guard	\$15.99	
	\$	

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

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

<http://fedmarket.com/far> or <http://www.amet.gov/far>

SAT= Simplified Acquisition Threshold
UCF= Uniform Contract Format

<u>FAR Clause Number</u>	<u>Title</u>	<u>Date</u>	<u>Reference</u>	<u>Applicability</u>
52.202-1	Definitions	Mar 2001	2.201	All > SAT
52.203-3	Gratuities	Apr 1984	3.202	All > SAT and personal services
52.203-5	Covenant Against Contingent Fees	Apr 1984	3.404(c)	All
52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995	3.503-2	All
52.203-7	Anti-Kickback Procedures	Jul 1995	3.502-3	All
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997	3.104-10(c)	All > SAT
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997	3.808(b)	All > SAT
52.204-4	Printing/Copying Double-Sided on Recycled Paper	Aug 2000	4.303	All > SAT
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995	9.409(b)	All > \$25,000
52.215-2	Audit and Records--- Negotiation	June 1999	15.209(b))	Negotiated > SAT and not utility
52.215-8	Order of Precedence	Oct 1997	15.209(h)	Negotiated and Uniform Contract
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997	15.408(b))	Negotiated requiring C or P data, usually
52.215-12	Subcontractor Cost or Pricing Data	Oct 1997	15.408(d)	Negotiated, if 52.215-10 is used
52.215-14	Integrity of Unit Prices	Oct 1997	15.408(f)(1))	Negotiated > SAT
52.215-15	Pension Adjustments and Asset Reversions	Dec 1998	15.408(g))	Neg. w/certified C or P Data & Subj to Part 31
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB)	Oct 1997	15.408(j))	Neg. w/certified C or P Data req & Subj to Part 31
52.215-19	Notification of Ownership Change	Oct 1997	15.408(k)	Neg. w/certified C or P Data requ. & Subj to Part 31
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	Oct 1997	15.408(l)	
	Information Other Than Cost or Pricing Data	Oct 1997	15.408(f)	Neg. > \$500,000 & if needed
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	Oct 1997	15.408(m)	
	Information Other Than Cost or Pricing Data	Oct 1997	15.408(M)	Neg. > \$500,000 & if needed
52.217-2	Cancellation Under Multiyear Contracts	Oct 1997	17.1051(a)(2)	When Multiyear Requirements
52.217-8	Option to Extend Services	Nov 1999	17.208(f)&37.111	If necessary to prevent potential lapse in svc
52.217-9	Option to Extend the Term of the Contract	Mar 2000	17.208(g)	When solicitation includes options
52.219-4	Notice of Price Evaluation Preference for HUBzone Small Business Concerns	Jan 1999	19.1308(b)	All

52.219-8	Utilization of Small Business Concerns	Oct 2000	19.708(a)	All > SAT, except personal services
52.219-9	Small Business Subcontracting Plan Alternate I	Oct 2000	19.708(b)(1) 19.708(b)(1)	Negotiated >500,000 & include 52.219-8 Sealed bid > 500,000 & include 52.219-8
52.219-16	Liquidated Damages	Jan 1999	19.708(b)(2)	If FAR 52.219-9 applicable
52.222-1	Notice to the Government of Labor Disputes	Feb 1997	22.203-5(a)	All
52.222-3	Convict Labor	Aug 1996	22.202	All, exc Walsh-Healy & FPI
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation	Sept 2000	22.305	All > SAT if laborers/ mechanics employed
52.222-26	Equal Opportunity	Feb 1999	22.810(e)	All -- See also 22.807(b)(1) & 22.802(a)
52.222-35	Affirmative Action for Disabled Veterans and Vietnam Veterans of the Vietnam Era	Apr 1998	22.1308(a)(1))	All > 10,000
52.222-36	Affirmative Action for Handicapped Workers	Jun 1998	22.1408(a)	All > 2,500
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Jan 1999	22.1308(b)	All that incl. 52.222-35, all >10,000
52.222-41	Service Contract Act of 1965, as Amended	May 1989	22.1006(a)	All > 2,500 See GSA Form 2166
52.222-42	Statement of Equivalent Rates for Federal Hires	May 1989	22.1006(b)	All > 2,500 Full Text, See GSA Form 2168
52.222-43	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts)	May 1989	22.1006(c)(1)	Multiple year or option contracts
52.223-3	Hazardous Material Identification and Material Safety Data	Jan 1997	23.303	If Supplies contain hazardous material
52.223-5	Pollution Prevention and Right-to-Know Information	Apr 1998	23.1005	All w/performance on Fed. Facility
52.223-6	Drug-Free Workplace	May 2001	23.505	Acq. ≥SAT & all awds to individuals
52.223-14	Toxic Chemical Release Reporting	Oct 2000	23.907(b)	All > 100,000
52.226-1	Utilization of Indian Organizations and Indian Owned Economic Enterprises	Jun 2000	26.104	If Subcontract Plan needed
52.227-1	Authorization and Consent	Jul 1995	27.201-2(a)	All > SAT
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996	27.202-2	All > SAT
52.228-5	Insurance -- Work on a Government Installation	Jan 1997	28.310(a)	All > SAT
52.229-3	Federal, State, and Local Taxes	Jan 1991	29.401-3	Competitive, FFXP > SAT
52.229-5	Taxes -- Contracts Performed in U.S. Possessions or Puerto Rico	Apr 1984	29.401-5	All > SAT and include 52.229-3 or 52.229-4
52.232-1	Payments(Deviation)	Nov 1995	GSA Ltr V-96-2	All FFXP Recurring Services except NISH
52.232-8	Discounts for Prompt Payment	May 1997	32.111(c)(1)	All FFXP services/supply
52.232-11	Extras	Apr 1984	32.111(d)(2)	All FFXP services/supply
52.232-17	Interest	Jun 1996	32.617(a)	All > SAT
52.232-23	Assignment of Claims	Jan 1986	32.806(a)(1)	All > 1,000
52.232-24	Prohibition of Assignment of Claims	Jan 1986	32.806(b)	All FFXP Recurring Service>SAT & 52.232-1 (DEV.)
52.232-25	Prompt Payment	May 2001	32.908(c)	All
52.232-33	Payment by Electronic Funds Transfer-- Central Contractor Registration	May 1999	32.1110(a)(1)	All unless exempt, or IMPAC purchase
52.233-1	Disputes Alternate I	Dec 1998 Oct 1991	33.215 33.215	All
52.233-3	Protest After Award	Aug 1996	33.106(b)	All
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984	37.110(b)	All performed on Govt. installation

52.237-3	Continuity of Services	Jan 1991	37.110(c)	
52.242-13	Bankruptcy	Jul 1995	42.903	All > 25,000
52.243-1	Changes -- Fixed-Price Alternate I	Aug 1987	43.205(a)(1)	
		Dec 1984	43.205(a)(2)	All services
52.244-5	Competition in Subcontracting	Dec 1996	44.204(c)	Negotiated, noncompetitive > SAT
52.246-25	Limitation of Liability -- Services	Feb 1997	46.805(a)(4)	All services > SAT
52.248-1	Value Engineering	Feb 2000	48.201	All > 100,000, except in see 48.201.
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	Apr 1984	49.502(c)	FFXP > \$100,00; CO must determine if applicable
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984	49.504(a)(1)	All FFXP > SAT; may use < SAT
52.253-1	Computer Generated Forms	Jan 1991	53.111	All

GSAR 552.253-70 SOLICITATION PROVISIONS AND/OR CONTRACT CLAUSES INCORPORATED BY REFERENCE (MAY 1989)(Deviation)

This contract incorporates the following contract clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>GSAR clause Number</u>	<u>Title</u>	<u>Date</u>	<u>Reference</u>	<u>Applicability</u>
552.203-71	Restriction on Advertising	Dec 1990	503.570-2	All > SAT
552.215-70	Examination of Records by GSA	Feb 1996	515.207-70(a) 514.201.7(b)	All >SAT & GFP or IDQ
552.217-71	Notice Regarding Options	Nov 1992	517.208(b)	All with Options
552.228-70	Worker's Compensation Laws	Sep 1999	528.310(a)	All > SAT
552.232.70	Invoice Requirements	Sep 1999	532.111(a)	All >SAT
552.232-76	Payments by Electronic Funds Transfer	Sep 1999	532.908(b)(2)	All>SAT
552.232-73	Availability of Funds	Sep 1999	532.705-1	All
552.233-70	Protests Filed Directly with the GSA	Sep 1999	533.103-72	If >SAT
552.237-70	Qualifications of Offerors	May 1989	537.110(a)	All > SAT
552.237-71	Qualifications of Employees	May 1989	537.110(b)	All > SAT
552.243-70	Pricing of Adjustments	Apr 1989	543.205(a)(I)	All > SAT & not cost type contract

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Amendment No. 01

OTHER CLAUSES INFREQUENTLY USED IN OUR SERVICE CONTRACTS

FAR CLAUSES:

52.211-11	Liquidated Damages-Supplies, Services or Research and Development	Sept 2000	11.503(a)	FFXP services when appropriate
52.219-4	Notice of Price Evaluation Preference for Hubzone Small Business Concerns	Jan 1999	19.308(b)	IF Open to Large Business Concerns & Certified Hubzone
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	May 2001	19.1104	If 19.201(b) and > SAT and Full & Open
52.230-1	Cost Accounting Standards Notices and Certification	Apr 1998	30.201-3	Neg > 500000 when applicable
52.230-2	Cost Accounting Standards	Apr 1998	30.201-4(a)	Neg > 500000 when applicable
52.230-3	Disclosure and Consistency of Cost Accounting	Apr 1998	30.201-4(b)	Neg > 500000 when applicable
52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984	32.705-1(b)	For 1-year IQ contracts only
52.245-4	Government Furnished Property (Short Form)	Apr 1984	45.106(d)	Gov't Property < 100,000
52.246-1	Contractor Inspection Requirements	Apr 1984	46.301	SAT
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Sep 1996	49.502(b)(1)(i)	Fixed-price, over \$100,000

GSAR CLAUSES:

552.232-23	Assignment of Claims	Jan 1986	32.806(a)(1)	All > 1,000
552.237-72	Prohibition Regarding Quasi-Military Forces	Sep 1999	537.110-c	All Guard Contracts

52.216-18 ORDERING (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 1, 2002 through June 30, 2007.

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

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

52.216-19 ORDERING LIMITATIONS (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than no minimum, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of no maximum;

(2) Any order for a combination of items in excess no maximum or

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

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

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

52.216-21 REQUIREMENTS (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this

contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after June 30, 2007.

52.216-22 INDEFINITE QUANTITY (Oct 1995)

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

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

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

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

52.222-47 SCA MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE TO SUCCESSOR CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR COLLECTIVE BARGAINING AGREEMENTS (CBA) (MAR 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor Ree's Contract Service at the see attached CBA's (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

LIST OF EXHIBITS

EXHIBIT	TITLE	PAGE(S)
EXHIBIT 1	Productive and Supervisory Requirements Including Post Hours and Location.....	
EXHIBIT 2	Communication Equipment Requirements	
EXHIBIT 3	Patrol Vehicle Requirements.....	
EXHIBIT 4	Training Subjects to be Presented to the Contract Guards by the Contractor	
EXHIBIT 4A	Contractor's Certification of Basic Training.....	
EXHIBIT 5	Supervisory Training Subjects to be Presented by the Contractor.....	
EXHIBIT 5A	Contractor's Certification of Supervisory Training.....	
EXHIBIT 6	Contractor-Provided Recertification Training	
EXHIBIT 6A	Contractor's Certification of Recertification Training.....	
EXHIBIT 7	Training Subjects Presented by the Government's COR to Contract Employees	
EXHIBIT 7A	Contractor's Certification of Government-Provided Training.....	
EXHIBIT 8	Contractor-Provided Firearms Training/Certification Practical Pistol Course.....	
EXHIBIT 8A	Contractor's Certification of Firearms Training	
EXHIBIT 9	Contractor's Training Schedule and Plan	
EXHIBIT 10	Standard Form (SF) 78, Certificate of Medical Examination	
EXHIBIT 10A	Medical Standards	
EXHIBIT 11	Contractor's Certification of Contract Employee Eligibility Requirements	
EXHIBIT 12	Key Personnel Resume	
EXHIBIT 13	Security Clearance Requirements	

SECTION J, EXHIBIT 1

"TO BE PROVIDED UPON CONTRACT AWARD"



PART III, SECTION J, EXHIBIT 1

WESTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours	
<u>POTTAWATTAMIE COUNTY</u>						
<u>Location #1</u>	51503					
<u>Location #2</u>	51501					
<u>LINCOLN COUNTY</u>						
<u>Location #1</u>	69101					
<u>DOUGLAS COUNTY</u>						
<u>Location #1</u>	68102					
<u>Location #2</u>	68154					
<u>Location #3</u>	68144					
<u>Location #4</u>	68144					
<u>Location #5</u>	68144					
				Total Productive Hours:		
<u>Location #6</u>	68106					

PART III, SECTION J, EXHIBIT 1

WESTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>DOUGLAS COUNTY</u>					
<u>Location #7</u>	68102				
<u>Location 38</u>	68124				
<u>LANCASTER COUNTY</u>					
<u>Location #1</u>	68508				
<u>Location #2</u>	68508				
<u>HALL COUNTY</u>					
<u>Location #1</u>	68803				
<u>GAGE COUNTY</u>					
<u>Location #1</u>	68310				
<u>MADISON COUNTY</u>					
<u>Location #1</u>	68701				
<u>SCOTTSBLUFF COUNTY</u>					
<u>Location 31</u>	69361				



PART III, SECTION J, EXHIBIT 1

WESTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>SEDGWICK COUNTY</u>					
<u>Location #1</u>	67226				
<u>Location #2</u>	67202				
<u>Location #3</u>	67208				
<u>Location #4</u>	67202				
<u>SHAWNEE COUNTY</u>					
<u>Location #1</u>	66603				
<u>Location #2</u>	66612				
<u>FORD COUNTY</u>					
<u>Location #1</u>	67801				
<u>LYON COUNTY</u>					
<u>Location #1</u>	66801				
<u>ELLIS COUNTY</u>					
<u>Location #1</u>	67601				



PART III, SECTION J, EXHIBIT 1

WESTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>RENO COUNTY</u>					
<u>Location #1</u>	67501				
<u>CHERRYVALE COUNTY</u>					
<u>Location #1</u>	67301				
<u>DOUGLAS COUNTY</u>					
<u>Location #1</u>	66049				
<u>RILEY COUNTY</u>					
<u>Location #1</u>	66503				
<u>CRAWFORD COUNTY</u>					
<u>Location #1</u>	66762				
<u>SALINE COUNTY</u>					
<u>Location #1</u>	67401				



(b)(2), (b)(7)(E)

PART III, SECTION J, EXHIBIT 1

WESTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES:

*To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>JACKSON COUNTY</u>					
<u>Location #1</u>	64056				
				Total Productive Hours:	
<u>Location #2</u>	64131				
<u>Location #3</u>	64114				
				Total Productive Hours:	
<u>Location #4</u>	64114				
<u>Location #5</u>	64131				
Supervisor Control					
				Total Supervisory Man Hours:	
				Total Productive/Supervisory Man Hours:	
<u>Location #6</u>	64127				

PART III, SECTION J, EXHIBIT 1

WESTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>JACKSON COUNTY</u>					
<u>Location #7</u> (15 minute paid relief breaks) (Period of time 6 am - 6 pm, Mon - Fri)	64131				
				Total Productive Hours:	
<u>Location #8</u> (15 minute paid relief breaks) (Period of time 6 am - 6 pm, Mon - Fri)	64106				
				Total Productive Hours:	
<u>Location #9</u>	64106				
<u>Location #10</u>	64110				
<u>Location #11</u>	64133				
Supervisor Control					
				Total Supervisory Man Hours:	
				Total Productive/Supervisory Man Hours:	

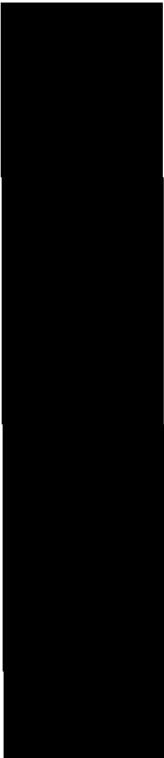


PART III, SECTION J, EXHIBIT 1

WESTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours	
<u>JACKSON COUNTY</u>						
<u>Location #12</u>	64055					
<u>Location #13</u>	64108					
<u>Location #14</u>	64105					
				Total Productive Hours:		
<u>Location #15</u>	64106					
<u>Location #16</u>	64006					
				Total Productive Hours:		
<u>Location #17</u>	66211					
<u>Location #18</u>	66211					

(b)(2), (b)(7)(E)

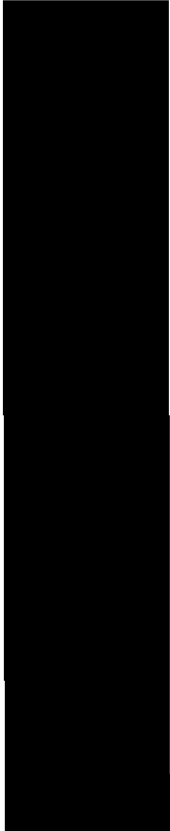

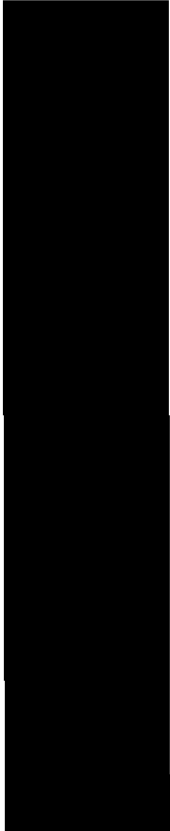

PART III, SECTION J, EXHIBIT 1

WESTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT # P87309274

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>JACKSON COUNTY</u>					
<u>Location #19</u>	64065				
				Total Productive Hours: 	
<u>Location #20</u>	64153				
<u>Location #21</u>	64153				
<u>JOHNSON COUNTY</u>					
<u>Location #1</u>	66214				
<u>Location #2</u>	66213				
<u>Location #3</u>	66213				
<u>Location #4</u>	64117				
				Total Productive Hours: 	
<u>Location #5</u>	64093				

PART III, SECTION J, EXHIBIT 1

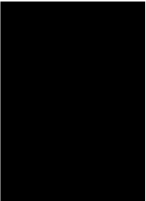

WESTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES:

*To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>NODAWAY COUNTY</u>					
<u>Location #1</u>	64468				
<u>PETTIS COUNTY</u>					
<u>Location #1</u>	65301				
TOTAL PRODUCTIVE HOURS ALL SITES:					

- (1) Excluding Government Holidays
- (2) Including Government Holidays

(b)(2), (b)(7)(E)

PART III, SECTION J, EXHIBIT 1

EASTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>DUBUQUE COUNTY</u>					
<u>Location #1</u>	52001				
<u>Location #2</u>	52001				
<u>LINN COUNTY</u>					
<u>Location #1</u>	52401				
<u>Location #2</u>	52402				
<u>CERRO GORDO COUNTY</u>					
<u>Location #1</u>	50401				
<u>BLACK HAWK COUNTY</u>					
<u>Location #1</u>	50702				
<u>WEBSTER COUNTY</u>					
<u>Location #1</u>	50501				
<u>Location #2</u>	50501				





PART III, SECTION J, EXHIBIT 1

EASTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours	
<u>POLK COUNTY</u>						
<u>Location #1</u> (Vehicle)	50309					
Total Productive Hours: 						
<u>Location #2</u>	50266					
<u>UNION COUNTY</u>						
<u>Location #1</u>	50801					
<u>STORY COUNTY</u>						
<u>Location #1</u>	50010					
<u>DES MOINES COUNTY</u>						
<u>Location #1</u>	52601					
<u>CARROLL COUNTY</u>						
<u>Location #1</u>	51401					
<u>CLINTON COUNTY</u>						
<u>Location #1</u>	52732					

PART III, SECTION J, EXHIBIT 1

EASTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>WINNESHIEK COUNTY</u>				
<u>Location #1</u>	52101			
<u>JOHNSON COUNTY</u>				
<u>Location #1</u>	52240			
<u>MARSHALL COUNTY</u>				
<u>Location #1</u>	50158			
<u>MAHASKA COUNTY</u>				
<u>Location #1</u>	52577			
<u>WAPELLO COUNTY</u>				
<u>Location #1</u>	52501			
<u>WOODBURY COUNTY</u>				
<u>Location #1</u>	51103			
<u>CLAY COUNTY</u>				
<u>Location #1</u>	51301			



PART III, SECTION J, EXHIBIT 1

EASTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>BUENA VISTA COUNTY</u>					
<u>Location #1</u>	50588				
<u>GREENE COUNTY</u>					
<u>Location #1</u>	65806				
<u>Location #2</u>	65806				
<u>Location #3</u>	65802				
<u>CAPE GIRARDEAU COUNTY</u>					
<u>Location #1</u>	63701				
<u>JEFFERSON COUNTY</u>					
<u>Location #1</u>	63010				
<u>DUNKLIN COUNTY</u>					
<u>Location #1</u>	63857				
<u>ST. FRANCOIS COUNTY</u>					
<u>Location #1</u>	63601				



PART III, SECTION J, EXHIBIT 1

EASTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>BUTLER COUNTY</u>					
<u>Location #1</u>	63901				
<u>MISSISSIPPI COUNTY</u>					
<u>Location #1</u>	63801				
<u>HOWELL COUNTY</u>					
<u>Location #1</u>	65775				
<u>FRANKLIN COUNTY</u>					
<u>Location #1</u>	63084				
<u>BUCHANAN COUNTY</u>					
<u>Location #1</u>	64506				
<u>BOONE COUNTY</u>					
<u>Location #1</u>	65201				
<u>JASPER COUNTY</u>					
<u>Location #1</u>	64801				



PART III, SECTION J, EXHIBIT 1

EASTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>ST. LOUIS COUNTY</u>					
<u>Location #1</u>	63114				
<u>Location #2</u>	63017				
<u>Location #3</u> (15 minute paid relief breaks) (Period of time 8 am - 4 pm, Mon - Fri)	63132				
Total Productive Hours:					
<u>Location #4</u> (15 minute paid relief breaks) (Period of time 8 am - 4 pm, Mon - Fri)	63132				
Total Productive Hours:					
<u>Location #5</u>	63117				
<u>Location #6</u>	63033				
<u>Location #7</u>	63141				
<u>Location #8</u>	63141				
<u>Location #9</u>	63136				

PART III, SECTION J EXHIBIT 1

EASTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>ST. LOUIS COUNTY</u>					
<u>Location #10</u>	63103				[REDACTED]
<u>Location #11</u>	63112				
<u>Location #12</u>	63116				
<u>Location #13</u>	63103				
				Total Productive Hours:	[REDACTED]
<u>Location #14</u>	63103				[REDACTED]
<u>Location #15</u> (Vehicle)	63120				
				Total Productive Hours:	[REDACTED]
<u>Location #16</u> (15 minute paid relief breaks) (Period of time 8 am - 4 pm, Mon - Fri)	63103				[REDACTED]
				Total Productive Hours:	
<u>Location #17</u>	63103				[REDACTED]
				Total Productive Hours:	

PART III, SECTION J, EXHIBIT 1

EASTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>ST. LOUIS COUNTY</u>					
<u>Location #18</u>	63103				
				Total Productive Hours: 	
<u>Location #19</u>	63376				
<u>Location #20</u>	63127				
<u>Location #21</u>	63102				
				Total Productive Hours: 	
<u>PHELPS COUNTY</u>					
<u>Location #1</u>	65401				
<u>Location #2</u>	65401				
				Total Productive Hours: 	

(b)(2), (b)(7)(E)

PART III, SECTION J, EXHIBIT 1

EASTERN DISTRICT

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

ACT #

EFFECTIVE DATES: *To be provided upon contract award

Location/County Description	Zip Code	Hours Per Day*	Days Per Week*	Armed Post* (Yes or No)	Hours
<u>ADAIR COUNTY</u>					
<u>Location #1</u>	63501				
<u>VERNON COUNTY</u>					
<u>Location #1</u>	65270				
<u>RANDOLPH COUNTY</u>					
<u>Location #1</u>	65270				
<u>MARION COUNTY</u>					
<u>Location #1</u>	1937.5				
<u>COLE COUNTY</u>					
<u>Location #1</u>	65109				
<u>LACLEDE COUNTY</u>					
<u>Location #1</u>	65536				
<u>TOTAL PRODUCTIVE HOURS ALL SITES:</u>					

- (1) Excluding Government Holidays
- (2) Including Government Holidays



(b)(2), (b)(7)(E)

SECTION J, EXHIBIT 2

**COMMUNICATION EQUIPMENT REQUIREMENTS
(TO BE PROVIDED BY THE GOVERNMENT)**

1. Facilities: Various Federal Facilities in the Heartland Region (Region 6)

2. Equipment: The Contractor shall maintain at the site identified above, the following radios and described associated equipment.

Type of Equipment

Radio, mobile, with antenna and mount

*Radio, portable, handi-talkie, four (4) watts, with Helifex antenna

Charger, rapid rate, with legs

Charger, rapid rate, slim-line, desk top

*Battery, rapid rate nickel-cadmium

*Standard carrying case, slim-line size

3. Licenses and Frequencies (to be provided by the Government): The Contractor, where applicable, shall apply for an FCC license and authorization to operate in frequencies specified by the Government. Where necessary, the Contracting Officer or his authorized Representative will issue a letter of authorization, identifying the Contractor as having a need to communicate over a frequency or frequencies assigned to an agency of the Federal Government.

4. Normal, Emergency and Continuous Communications: All two-way portable radio units must have the capability of transmitting and receiving clear and concise vocal transmissions between guard, supervisory personnel and the Contractor's base station. The Contractor's base station must be a local licensed place of business within the Heartland Region for the purpose of having the capability for two-way communications between the Contractor and the Contractor's supervisory and guard personnel who are assigned to this Contract.

5. *The Contractor will provide a listing of radio(s) and associated equipment to be used on this Contract to the Contracting Officer's Representative.

SECTION J, EXHIBIT 4, continued

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

SECTION J, EXHIBIT 4, continued

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

SECTION J, EXHIBIT 4, continued

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

SECTION J, EXHIBIT 4, continued

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

SECTION J, EXHIBIT 4, continued

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

SECTION J, EXHIBIT 4, continued

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

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

SECTION J, EXHIBIT 4A

CONTRACTOR'S CERTIFICATION OF BASIC TRAINING

Contract Employee's Name: SSN: - -

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

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

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

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

AUTHORITY FOR RELEASE OF INFORMATION:

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

CERTIFICATION:

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

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

SECTION J, EXHIBIT 5

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

9 Hours

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

SECTION J, EXHIBIT 5, Continued

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

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

SECTION J, EXHIBIT 5A

CONTRACTOR'S CERTIFICATE OF SUPERVISORY TRAINING

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

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

SUBJECT	DATE COMPLETED	NUMBER OF HOURS
SUPERVISORY TRAINING	_____	_____

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

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

AUTHORITY FOR RELEASE OF INFORMATION:

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

CERTIFICATION:

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

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

SECTION J, EXHIBIT 6

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

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

40 Hours

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

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

SECTION J, EXHIBIT 6, continued

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

SECTION J, EXHIBIT 6, continued

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

SECTION J, EXHIBIT 6, continued

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

SECTION J, EXHIBIT 6, continued

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

SECTION J, EXHIBIT 6, continued

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

SECTION J, EXHIBIT 6, continued

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

SECTION J, EXHIBIT 6, continued

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

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

SECTION J, EXHIBIT 6A

CONTRACTOR'S CERTIFICATION OF BI-ANNUAL RECERTIFICATION TRAINING

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

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

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

RE-CERTIFICATION TRAINING

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

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

AUTHORITY FOR RELEASE OF INFORMATION:

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

CERTIFICATION:

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

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

SECTION J, EXHIBIT 7

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

8 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Rules and Regulations they 41.101-20.3). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved.	1	Discuss GSA's jurisdiction within Federal property and the Rules and Regulations under which are operated (CFR
Bomb Threats and Natural Disaster Responses	2	Instructor(s) will present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract guards may be given training in bomb search procedures.

SECTION J, EXHIBIT 7, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Report Writing, Notes and Required GSA Forms	3	<p>Develop an understanding of the types, requirements, and necessity of field notes and reports that will be expected from the Contract guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis.</p> <p>Instructor(s) will review and discuss the importance of the following forms:</p> <ol style="list-style-type: none"> a. GSA Form 3155, Preliminary Investigation; b. GSA Form 3157, Crime Analysis; c. GSA Form 1039, Record of Property Found; d. GSA Form 252, Found Property Tag; e. GSA Form 1789, Register of Visitors; f. GSA Form 139, Arrival and Departures; g. NCR Form 139-R, Relief Guard Register h. GSA Form 239, Officer and Inspectors Register; i. GSA Form 435, Guards Hourly Report; j. Special forms unique to the facility used in the performance of the Contract duties.

SECTION J, EXHIBIT 7, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Telephone and Radio Communications	1	<p>Instruction will prepare the Contract guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by the Law Enforcement Branch, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.</p>
Role of Local, State and Federal Police Agencies	1	<p>The Contract guards will be instructed in their relationship (position to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of: Building Rules and Regulations, agency policy, special requirements of the Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups.</p> <p>NOTE: For the purpose of this training, 50 minutes will be considered as one hour of instruction.</p>

SECTION J, EXHIBIT 7A

CONTRACTOR'S CERTIFICATION OF GOVERNMENT-PROVIDED TRAINING

Contract Employee's Name:

SSN: . . .

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

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
GOVERNMENT-PROVIDED TRAINING	_____	<u>8</u>

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

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK AND MAY BE PUNISHABLE BY FINE OR 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:

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CERTIFICATION:

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

CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

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

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
3 Yds	1	Standing point shoulder reference sights (FI) Strong hand only	DA	6	1	2 Sec.	One shot in 2 seconds, reholster after each shot (X6).
	2	Standing point shoulder reference sights (FI) Two handed	DA	6	2	3/2 Sec.	Two shots in 3 seconds, come to combat ready position (weapon below eye level), bring weapon to eye level and fire two shots in 2 seconds (X2).
DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
7 Yds	1	Standing two hands with sights (FI)	DA	12	1	3 Sec.	One shot in 3 seconds, reholster after each shot (X5).
				1/RL-6/1		20 sec.	One shot, unload, reload w/6 rounds in 20 seconds (15 seconds if speedloaders are used), transfer weapon to weak hand and fire one additional shot weak hand only. From aimed in position continue firing one shot in 3 seconds (X5). STANCE DOES NOT CHANGE.
	2	Standing two hands with sights (FI)	DA	12	2	4 sec.	Two shots in 4 seconds, reholster after each pair (X2).
				2/RL-2(6)/2		15 sec.	Two shots, unload, reload w/2 rounds (six rounds if speedloader is used), fire two more shots in 15 seconds. If pouch is used reload with four rounds. From aimed in position fire two shots in 4 seconds (X2). Strong hand only.

DISTANCE	STAGE POSITION	MODE	ROUNDS	SHOT TIME		DESCRIPTION	
15 Yds	1	Right/Left side standing and kneeling Barricade	DA	12	3	7 Sec.	<p>Draw and fire three shots in 7 seconds right side standing position. When target edges away, shooter position assumes right side kneeling position and remains aimed in on target. Target faces, shooter fires three shots.</p> <p>Shooter unloads and reloads six rounds in kneeling position, utilizing cover. Shooter then moves to left side standing position.</p> <p>Fire three shots in 25 seconds (20 seconds if speedloader is used). When target edges away, shooter assumes left side kneeling position and stays aimed in. Target faces and shooter fires three shots in 6 seconds.</p>

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

DISTANCE	STAGE POSITION	MODE	ROUNDS	SHOT TIME		DESCRIPTION	
25 Yds	1	Right side standing barricade position	DA	6	3/2/1	8/5/3 Sec.	<p>Draw and fire three shots in 8 seconds, remain aimed in on target. Target faces, shooter fires two shots in 5 seconds, remain aimed in on target. Target faces, shooter fires one shot in 3 seconds.</p>
25 Yds	2	Left side standing barricade position	DA	6	3/2/1	8/5/3 Sec.	Repeat Sequence in Stage 2.

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

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

MARKSMANSHIP RATINGS:

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

TOTAL ROUNDS	60
POSSIBLE SCORE	300
MINIMUM SCORE	210

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Amendment No. 01

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SECTION J, EXHIBIT 8A

CONTRACTOR'S CERTIFICATION OF FIREARMS TRAINING

Contract Employee's Name: SSN: - -

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

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

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

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

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CERTIFICATION:

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

CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

SECTION J, EXHIBIT 9

CONTRACTOR'S TRAINING SCHEDULE AND PLAN

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

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

SECTION J, EXHIBIT 10

STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

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

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

Part B. TO BE COMPLETED BEFORE EXAMINATION BY APPOINTING OFFICER

1. PURPOSE OF EXAMINATION <input type="checkbox"/> PREAPPOINTMENT <input type="checkbox"/> OTHER (Specify)	2. POSITION TITLE
3. BRIEF DESCRIPTION OF WHAT POSITION REQUIRES EMPLOYEE TO DO	
4. Circle the number preceding each functional requirement and each environmental factor essential to the duties of this position. List any additional essential factors in the blank spaces. Also, if the position involves law enforcement, air traffic control, or fire fighting, attached the specific medical standards for the information of the examining physician.	
A. FUNCTIONAL REQUIREMENTS	
<ul style="list-style-type: none"> 1. Heavy lifting, 45 pounds and over 2. Moderate lifting, 15-44 pounds 3. Light lifting, under 15 pounds 4. Heavy carrying, 45 pounds and over 5. Moderate carrying, 15-44 pounds 6. Light carrying, 15-44 pounds 7. Straight pulling (hours) 8. Pulling hand over head (hours) 9. Pushing (hours) 10. Reaching above shoulder 11. Use of fingers 12. Both hands required 13. Walking (hours) 14. Standing (hours) 	<ul style="list-style-type: none"> 15. Crawling (hours) 16. Kneeling (hours) 17. Repeated bending (hours) 18. Climbing, legs only (hours) 19. Climbing, use of legs and arms 20. Both legs required 21. Operation of crane, truck, tractor, or motor vehicle 22. Ability for rapid mental and muscular coordination simultaneously 23. Ability to use and desirability of using firearms 24. Near vision correctable at 13" to 16" to Jaeger 1 to 4
<ul style="list-style-type: none"> 25. Far vision correctable in one eye to 20/20 and to 20/40 in the other 26. Far vision correctable in one eye to 20/50 and to 20/100 in the other 27. Specific visual requirement (specify) 28. Both eyes required 29. Depth perception 30. Ability to distinguish basic colors 31. Ability to distinguish shades of colors 32. Hearing (aid permitted) 33. Hearing without aid 34. Specific hearing requirements (specify) 35. Other (specify) 	
B. ENVIRONMENTAL FACTORS	
<ul style="list-style-type: none"> 1. Outside 2. Outside and inside 3. Excessive heat 4. Excessive cold 5. Excessive humidity 6. Excessive dampness or chilling 7. Dry atmospheric conditions 8. Excessive noise, intermittent 9. Constant noise 10. Dust 	<ul style="list-style-type: none"> 11. Silica, asbestos, etc. 12. Fumes, smoke, or gases 13. Solvents (degreasing agents) 14. Grease and oils 15. Radiant energy 16. Electrical energy 17. Slippery or uneven walking surfaces 18. Working around machinery with moving parts 19. Working around moving objects or vehicles
<ul style="list-style-type: none"> 20. Working on ladders or scaffolding 21. Working below ground 22. Unusual fatigue factors (specify) 23. Working with hands in water 24. Explosives 25. Vibration 26. Working closely with others 27. Working alone 28. Protracted or irregular hours of work 29. Other (specify) 	

Part C. TO BE COMPLETED BY EXAMINING PHYSICIAN

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

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

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

1. EYES: 20 20 20 20
 (A) Distant vision (Snellen): without glasses: right _____ left _____ ; with glasses, if worn; right _____ left _____
 (B) What is the longest and shortest distance at which the following specimen of Jaeger No. 2 type can be read by the applicant?
 Test each eye separately.

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

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

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

3. EARS: (Consider denominators indicated here as normal. Record as numerators the greatest distance heard.)
 Ordinary conversation: RIGHT EAR _____ ; LEFT EAR _____
 Audiometer (if given):

250	500	1000	2000	3000	4000	5000	6000	7000	8000

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

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

Jaeger No. 2 Type

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

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

FOR AGENCY USE ONLY

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

Part D. TO BE COMPLETED BY AGENCY MEDICAL OFFICER *(if one is available)*

NOTE: Review the attached certificate of medical examination and make your recommendations in item 1 below. If the medical examination was done for pre-appointment purposes, circle the appropriate handicap code in part F.

1. RECOMMENDATION: <input type="checkbox"/> HIRE OR RETAIN, DESCRIBE LIMITATIONS, IF ANY, HERE. <input type="checkbox"/> TAKE ACTION TO SEPARATE OR DO NOT HIRE, EXPLAIN WHY		
2. AGENCY MEDICAL OFFICER'S NAME (<i>type or print</i>)	3. LOCATION (<i>city, State, ZIP Code</i>)	4. DATE

Part E. TO BE COMPLETED BY AGENCY PERSONNEL OFFICER

NOTE: Enter the action taken below. If this form is used for pre-appointment purposes, be sure the appropriate handicap code in part F is circled. **IMPORTANT:** See *FPM Chapter 293, Subchapter 3; FPM Chapter 339; and FPM Supplement 339-31 for disposition and/or filing of both parts of this form, either separately or together.*

1. ACTION TAKEN: <input type="checkbox"/> HIRED OR RETAINED <input type="checkbox"/> NON-SELECTED FOR APPOINTMENT, OR ELIGIBILITY OBJECTED TO. <input type="checkbox"/> ACTION TAKEN TO SEPARATE		
2. AGENCY PERSONNEL OFFICER'S NAME (<i>Type or print</i>)	3. SIGNATURE	4. DATE

Part F. HANDICAP CODE *(to be completed only in pre-appointment cases)*

If the person examined has or had a handicap listed below, circle the code number which pertains to that handicap. If more than one handicap applies, circle the one considered most limiting. If none of the handicap codes apply, circle code "00".		
00 No handicap of the type listed	40 Hearing aid required	52 Diabetes-controlled
10 Amputations-one major extremity	41 No usable hearing	53 Epilepsy-adequately controlled
11 Amputation-two or more major extremities	42 No usable hearing, with speech malfunction	54 History of emotional behavioral problems requiring special placement effort
20 Deformity or impaired function-upper extremity	43 Normal hearing, with speech malfunction	55 Mentally retarded
21 Deformity or impaired function-lower extremity or back	50 Tuberculosis-inactive pulmonary	56 Mentally restored
30 Vision-one eye only	51 Organic heart disease (<i>compensated</i>)-Valvular, arrhythmia, arteriosclerosis, healed coronary lesions	
31 No usable vision		
1. EXAMINING PHYSICIAN'S NAME (<i>type or print</i>)	3. SIGNATURE OF EXAMINING PHYSICIAN _____ <i>(signature)</i> _____ <i>(date)</i>	
2. ADDRESS (including ZIP Code)	IMPORTANT: After signing, return the entire form intact in the pre-addressed "Confidential-Medical" envelope which the person you examined gave you.	

SECTION J, EXHIBIT 10A

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

Medical Standards

All Contract employees must meet the following medical standards:

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

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.

Speech: Applicant must be able to speak clearly and distinctly. Diseases or conditions resulting in indistinct speech patterns are disqualifying.

Extremities and Spine: Applicant must have no deformities or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities or diseases that interfere with the full performance of duties are disqualifying.

(5) Respiratory System: Applicant must have a healthy respiratory system. Any chronic diseases or conditions affecting the respiratory system, such as impaired respiratory function, shortness of breath, or painful respiration, that would impair the full performance of duties is disqualifying.

SECTION J, EXHIBIT 10A

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- (2) Hearing: Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.
NOTE: The use of a hearing aid is not permitted and is disqualifying.
- (3) Speech: Applicant must be able to speak clearly and distinctly. Diseases or conditions resulting in indistinct speech patterns are disqualifying.
- (4) Extremities and Spine: Applicant must have no deformities or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities or diseases that interfere with the full performance of duties are disqualifying.
- (5) Respiratory System: Applicant must have a healthy respiratory system. Any chronic diseases or conditions affecting the respiratory system, such as impaired respiratory function, shortness of breath, or painful respiration, that would impair the full performance of duties is disqualifying.

SECTION J, EXHIBIT 10A, continued

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

Physical Demands

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

SECTION J, EXHIBIT 11

CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE
ELIGIBILITY REQUIREMENTS

Contract Employee's Name: _____ SSN: _____

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

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

SECTION J, EXHIBIT 11, Continued

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

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

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

AUTHORITY FOR RELEASE OF INFORMATION:

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

CERTIFICATION:

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

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK)

DATE

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

SECTION J, EXHIBIT 12

KEY PERSONNEL RESUME

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

PROPOSED POSITION TITLE: _____

SUPERVISOR'S NAME: _____ **AGE:** _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

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

ANNUAL SALARY: _____

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

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

WORK EXPERIENCE: (Past 10 years in chronological order)

<u>Date</u>	<u>To</u>	<u>Job</u>	<u>Company/Address</u>	<u>Reference</u>
<u>From</u>				

EDUCATION SUMMARY:

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

High School:

College/Specialized:

Trade-School(s):

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

SECTION J, EXHIBIT 13

SECURITY CLEARANCE REQUIREMENTS

<u>FACILITY CLEARANCE REQUIRED</u>	<u>REQUIRED</u>	<u>NOT</u>
A. Top Secret	_____	_____
B. Final Secret	_____	_____
C. Suitability Determination	_____	_____
<u>PERSONNEL CLEARANCE</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
A. Top Secret	_____	_____
B. Final Secret	_____	_____
C. Dept. of Energy - "Q" (Top Secret)	_____	_____
D. Dept. of Energy - "L" (Secret)	_____	_____
E. N.R.C - "Q" (Top Secret)	_____	_____
F. N.R.C. - "L" (Secret)	_____	_____
G. GSA Suitability Determination	_____	_____
H. U. S. Treasury	_____	_____
I. Federal Bureau of Investigation	_____	_____
J. Other	_____	_____
K. FAA NACI	_____	_____

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

SECTION J, EXHIBIT 13

SECURITY CLEARANCE REQUIREMENTS

<u>FACILITY CLEARANCE</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
A. Top Secret	_____	_____
B. Final Secret	_____	_____
C. DHS Suitability Determination	_____	_____
<u>PERSONNEL CLEARANCE</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
A. Top Secret	_____	_____
B. Final Secret	_____	_____
C. Dept. of Energy - "Q" (Top Secret)	_____	_____
D. Dept. of Energy - "L" (Secret)	_____	_____
E. N.R.C - "Q" (Top Secret)	_____	_____
F. N.R.C. - "L" (Secret)	_____	_____
G. DHS Suitability Determination	_____	_____
H. U. S. Treasury	_____	_____
I. Federal Bureau of Investigation	_____	_____
J. FDA (Level 5 OPM)	_____	_____
K. Other	_____	_____

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

SECTION J, EXHIBIT 13

SECURITY CLEARANCE REQUIREMENTS

<u>FACILITY CLEARANCE REQUIRED</u>	<u>REQUIRED</u>	<u>NOT</u>
A. Top Secret	_____	_____
B. Final Secret	_____	_____
C. GSA Suitability Determination	_____	_____
<u>PERSONNEL CLEARANCE REQUIRED</u>	<u>REQUIRED</u>	<u>NOT</u>
A. Top Secret	_____	_____
B. Final Secret	_____	_____
C. Dept. of Energy - "Q" (Top Secret)	_____	_____
D. Dept. of Energy - "L" (Secret)	_____	_____
E. N.R.C - "Q" (Top Secret)	_____	_____
F. N.R.C. - "L" (Secret)	_____	_____
G. GSA Suitability Determination	_____	_____
H. U. S. Treasury	_____	_____
I. Federal Bureau of Investigation	_____	_____
J. Other	_____	_____

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

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

1. REMITTANCE ADDRESS

When the Contractor wishes payments to be mailed to an address other than that indicated on the Standards Form 33, Solicitation, Offer and Award, he/she shall insert the proper remittance address in the space provided below:

**2. 552.215-19 MINIMUM BID ACCEPTANCE PERIOD (OCT 1984)
(DEVIATION FAR 52.215-19)**

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

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

(c) The Government requires a minimum acceptance period of 60 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement. (Insert any number equal to or greater than the minimum requirement stated in paragraph (c) of this provision. Failure to insert any number means the Offeror accepts the minimum in paragraph (c).

The bidder allows the following total acceptance period:

_____ calendar days

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

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above, or (3) any extension of the offered acceptance period as may be subsequently agreed to by the bidder.