


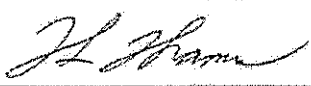

Company Name:  
C&D Security

Contract Number:  
HSCEEC-09-D-00012 (HSCEEC09D00012)

Requisition/Reference Number:  
192109PELGRDS3030

Period of Performance:  
6/1/2009 through 5/31/2014

Services Provided:  
Providing armed security guard services at Crystal Plaza #3 and Crystal Plaza #4,  
Arlington, Virginia (VA) and NOAA Suitland, Maryland (MD).

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1 REQUISITION NUMBER 192109PELGRDS3030		PAGE OF 1 73	
2 CONTRACT NO. HSCEEC-09-D-00012		3 AWARD EFFECTIVE DATE 4/2/09	4 ORDER NUMBER		5 SOLICITATION NUMBER HSCEEC-09-R-00010		6 SOLICITATION ISSUE DATE 05/22/2008
7. FOR SOLICITATION INFORMATION CALL:  Susan Little			b TELEPHONE NUMBER (No collect calls) 215- b6		8. OFFER DUE DATE/LOCAL TIME LT		
9. ISSUED BY ICE/FPS/EACC			10 THIS ACQUISITION IS UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE 100.00% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS 561612 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> Sole Source SIZE STANDARD: \$17.0 <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS <input type="checkbox"/> (N/A)				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS b2Low	13a. THIS CONTRACT IS A RATED ORDER UNDER CPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO CODE Multiple Destinations			16. ADMINISTERED BY CODE ICE/FPS/EACCG/R1 ICE/FPS/East CCG/Region 11/Group B Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Susan J. Little Philadelphia PA 19106				
17a. CONTRACTORY OFFEROR CODE 0757695470000			FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE HSCE11 DHSICE Burlington Finance Center Attn: FPS Region 11 Invoice P.O. Box 1279 Williston VT 05495-1279			
C & D ENTERPRISES, INC. 306 N. DELAWARE DR. COLORADO SPRINGS CO 809096647			TELEPHONE NO.				
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Armed Guard Services at Crystal Plaza #3 and #4, Arlington, Virginia and NOAA Suitland, Maryland.  This bilateral award constitutes the acceptance of C&D Security's proposal dated July 21, 2008 and obligates the guaranteed minimum (see box 26.) C&D's proposal acknowledges amendments 1 and 2.  This bilateral contract allows for a 60-day transition of the allowed maximum 90-day (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$100,000.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED				ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
* 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED.				ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Troy Thames Executive Vice President		30c. DATE SIGNED 04/02/2009		31b. NAME OF CONTRACTING OFFICER (Type or print) Andrew Donahue		31c. DATE SIGNED 4/2/09	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>transition period, as stated in the solicitation.</p> <p>In addition, this bilateral contract updates, incorporates and/or removes FAR and HSAR clauses as follows:</p> <p>1) Updated FAR 52.212-4, Contract Terms and Conditions -- Commercial Items, to OCT 2008 version.</p> <p>2) Updated FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, version FEB 2009 in full text, which marks the following as applicable:</p> <p>a) 52.203-13, Contractor Code of business Ethics</p> <p>b) 52.219-28, Post Award Small Business Program Representation</p> <p>3) Updated FAR 52.217-8, Option to Extend the Term of the Contract (fill-in of 60 days added).</p> <p>4) Removed HSAR 3052.215-70, Key Personnel or Facilities</p> <p>5) Removed HSAR 3052.204-70, Security Requirements for Unclassified Information Technology Resources.</p> <p>Continued ...</p>				

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (Location)	
42c. DATE RECD (YYMMDD)	42d. TOTAL CONTAINERS

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NAME OF OFFEROR OR CONTRACTOR  
C & D ENTERPRISES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	6) Incorporate paragraph 12.1.D, Medical and Physical Qualifications, into the SOW. (Page 38)  The following Wage Determinations are applicable for the buildings under this contract: 1) Crystal Plaza #3 and #4: CBA with the National Union of Protective Services Association. (CBA-2009-2681) 2) NOAA Building: CBA with the National Association of Special Police and Security Officers. (CBA-2008-2045) Period of Performance: 06/01/2009 to 05/31/2014				
0001	Base Year: Guard II Productive, Crystal Plaza Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: Funded: \$0.00	25552	HR	39.28	1,003,682.56
0002	Base Year: Guard II Supervisory, Crystal Plaza Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: Funded: \$0.00	8760	HR	34.11	298,803.60
0003	Base Year: TAS Productive, Crystal Plaza Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Continued ...	350	HR	44.03	15,410.50

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NAME OF OFFEROR OR CONTRACTOR  
C & D ENTERPRISES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	Accounting Info: Funded: \$0.00  Base Year: Guard II Productive, NOAA Obligated Amount: \$100,000.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: MD0767 NOAA 4231 Suitland Road Suitland MD Accounting Info:	34814	HR	35.51	1,236,245.14
b2Low					
0005	Funded: \$100,000.00  Base Year: TAS Productive, NOAA Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: MD0767 NOAA 4231 Suitland Road Suitland MD Accounting Info: Funded: \$0.00	350	HR	41.89	14,661.50
1001	Option Year I: Guard II Productive, Crystal Plaza Amount: \$1,003,682.56 (Option Line Item) 06/01/2010 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: (TO BE DETERMINED) Funded: \$0.00	25552	HR	39.28	0.00
1002	Option Year I: Guard II Supervisory, Crystal Plaza Amount: \$298,803.60 (Option Line Item) 06/01/2010 Product/Service Code: S206 Continued ...	8760	HR	34.11	0.00

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NAME OF OFFEROR OR CONTRACTOR  
 C & D ENTERPRISES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: GUARD SERVICES				
	Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: (TO BE DETERMINED) Funded: \$0.00				
1003	Option Year I: TAS Productive, Crystal Plaza Amount: \$15,410.50 (Option Line Item) 06/01/2010 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	350	HR	44.03	0.00
	Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: (TO BE DETERMINED) Funded: \$0.00				
1004	Option Year I: Guard II Productive, NOAA Amount: \$1,229,282.34 (Option Line Item) 06/01/2010 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	34814	HR	35.31	0.00
	Delivery Location Code: MD0767 NOAA 4231 Suitland Road Suitland MD Accounting Info: (TO BE DETERMINED) Funded: \$0.00				
1005	Option Year I: TAS Productive, NOAA Amount: \$14,661.50 (Option Line Item) 06/01/2010 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	350	HR	41.89	0.00
	Delivery Location Code: MD0767 NOAA 4231 Suitland Road Continued ...				

NAME OF OFFEROR OR CONTRACTOR  
C & D ENTERPRISES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Suitland MD Accounting Info: (TO BE DETERMINED) Funded: \$0.00				
2001	Option Year II: Guard II Productive, Crystal Plaza Amount: \$1,003,682.56 (Option Line Item) 06/01/2011 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: (TO BE DETERMINED) Funded: \$0.00	25552	HR	39.28	0.00
2002	Option Year II: Guard II Supervisory, Crystal Plaza Amount: \$298,803.60 (Option Line Item) 06/01/2011 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: (TO BE DETERMINED) Funded: \$0.00	8760	HR	34.11	0.00
2003	Option Year II: TAS Productive, Crystal Plaza Amount: \$15,410.50 (Option Line Item) 06/01/2011 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: (TO BE DETERMINED) Funded: \$0.00 Continued ...	350	HR	44.03	0.00

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NAME OF OFFEROR OR CONTRACTOR  
C & D ENTERPRISES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2004	Option Year II: Guard II Productive, NOAA Amount: \$1,229,282.34 (Option Line Item) 06/01/2011 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: MD0767 NOAA 4231 Suitland Road Suitland MD Accounting Info: (TO BE DETERMINED) Funded: \$0.00	34814	HR	35.31	0.00
2005	Option Year II: TAS Productive, NOAA Amount: \$14,661.50 (Option Line Item) 06/01/2011 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: MD0767 NOAA 4231 Suitland Road Suitland MD Accounting Info: (TO BE DETERMINED) Funded: \$0.00	350	HR	41.89	0.00
3001	Option Year III: Guard II Productive, Crystal Plaza Amount: \$1,003,682.56 (Option Line Item) 06/01/2012 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: (TO BE DETERMINED) Funded: \$0.00	25552	HR	39.28	0.00
3002	Option Year III: Guard II Supervisory, Crystal Plaza Amount: \$298,803.60 (Option Line Item) Continued ...	8760	HR	34.11	0.00



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C & D ENTERPRISES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	06/01/2012 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: (TO BE DETERMINED) Funded: \$0.00				
3003	Option Year III: TAS Productive, Crystal Plaza Amount: \$15,410.50 (Option Line Item) 06/01/2012 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: (TO BE DETERMINED) Funded: \$0.00	350	HR	44.03	0.00
3004	Option Year III: Guard II Productive, NOAA Amount: \$1,229,282.34 (Option Line Item) 06/01/2012 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: MD0767 NOAA 4231 Suitland Road Suitland MD Accounting Info: (TO BE DETERMINED) Funded: \$0.00	34814	HR	35.31	0.00
3005	Option Year III: TAS Productive, NOAA Amount: \$14,661.50 (Option Line Item) 06/01/2010 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: MD0767 Continued ...	350	HR	41.89	0.00

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NAME OF OFFEROR OR CONTRACTOR

C & D ENTERPRISES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NOAA 4231 Suitland Road Suitland MD Accounting Info: (TO BE DETERMINED) Funded: \$0.00				
4001	Option Year IV: Guard II Productive, Crystal Plaza Amount: \$1,003,682.56 (Option Line Item) 06/01/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: (TO BE DETERMINED) Funded: \$0.00	25552	HR	39.28	0.00
4002	Option Year IV: Guard II Supervisory, Crystal Plaza Amount: \$298,803.60 (Option Line Item) 06/01/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: (TO BE DETERMINED) Funded: \$0.00	8760	HR	34.11	0.00
4003	Option Year IV: TAS Productive, Crystal Plaza Amount: \$15,410.50 (Option Line Item) 06/01/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0905 CRYSTAL PLAZA FOUR 2200 CRYSTAL DRIVE ARLINGTON VA Accounting Info: Continued ...	350	HR	44.03	0.00

**Guard Services Requirements  
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## 1. Introduction

### 1.1 Use of Acronyms

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

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

### 1.2 General Information

- A. This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) Solicitation/Contract number HSCEEC-08-R-00010.
- B. As an integral component of the FPS security effort, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW. The Contractor shall perform to the standards required in this Contract and will be expected to work closely with FPS representatives throughout the duration of the Contract.
- C. Where the Government identifies and references specific Solicitation/Contract Section numbers, that reference refers to that Section in its entirety, including every subsection having the same letter and/or letter-number prefix. For example, a reference to the

requirements of "Section C" includes all of Section C. Similarly, a reference to Section 7 includes Sections 7.1, 7.2, and so on, through the last subsection identified with a prefix of "7."

### **1.3 Information Regarding FPS**

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

## **2 Contract Transition**

### **2.1 Phase -In**

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

5. Communication plan.
  6. Relief and break plan,
  7. A plan for establishing a reserve force and the current status of staffing levels,
  8. A progress report on obtaining permits, licenses, and registrations,
  9. A status report on submitting applications for personnel clearances,
  10. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.
- D. The government will allow a maximum of 60-day start up from the time of the award of the base task order to the initial start of performance.

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

- A. The contractor shall provide a list with the total number of employees and their names performing on the Contract with any applicable suitability and certification expiration dates when requested by the CO in preparation for a new solicitation for follow-on services. Prior to Contract expiration and after a follow-on contract is awarded, the Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor contractor.
- B. 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). These records shall be provided to the successor at least 45 days prior to date of Contract expiration. If any incumbent employees are selected by the successor and are agreeable to the change, the incumbent Contractor should cooperate to grant the employees release at a mutually agreed date.
- C. As part of the closeout process, the Contractor shall, within 30 days of the final day of performance, turn over all incumbent officer training, medical, suitability and security records to the successor contractor as stated in paragraph 19A, 1 thru 17. Failure to do so shall result in a 10% withholding of final payment until this action is accomplished

## **2.1 Conferences and Meetings**

- A. Immediately after award of the Contract and prior to the Contractor's performance at the work site(s), the CO shall notify the Contractor, and the Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total Contract requirements and a review of the Contractor's Transition Plan.
- B. During the performance of the Contract, the CO, COTR, and the Contractor shall meet annually or 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 shall sign the written minutes of these meetings, which will be prepared by the Contractor and incorporated into the Contract file. Should the Government not concur with the minutes, the Government shall state, in writing, 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.



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

- A. 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. The Contractor shall possess **ALL** licenses required to perform services in the States of Virginia and Maryland.
- B. Prior to commencement of work under this Contract, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the state or local jurisdiction in which the services are to be performed to:
1. Obtain, 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. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual Contract employees) to the CO prior to the Contract start date and provide any revised licenses or permits during the Contract term.
  2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing armed guard services specified under this Contract.
  3. Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes.
- C. The Contractor shall complete and certify a written record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any Contract work. The Contractor shall provide an updated record to the Government upon request of the CO or COTR. The Contractor shall not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications.
- D. Failure by the Contractor to obtain all required licenses as of the Contract start date will be grounds for termination for default.
- E. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the term of the Contract. The costs associated with this requirement must be factored into the Contractor's hourly rate, as they will not be itemized or paid for separately by the Government.

- F. 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 reimburse the employee for all costs and fees associated with obtaining the required license/permit.
- G. Armed security guards shall carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed security guard to carry a valid firearm certificate or permit while on duty shall result in the security guard being removed from the armed post until the certificate or permit is obtained.
- H. The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request, at any time, during the duration of this Contract.
- I. Failure by the Contractor to maintain valid licenses and permits will be cause for the Government to take Contractual actions, up to and including termination for default.

#### 4 Qualifications of Personnel

##### 4.1 General Qualifications

- A. The Contractor shall not employ illegal or undocumented aliens as guards for this contract. The Contractor shall expressly incorporate this provision into all subcontracts or subordinate agreements issued in support of this contract.
- B. To be eligible to perform under this Contract, all uniformed Contract employees must meet, to the satisfaction of the CO and COTR, the following requirements:
  - 1. Be a citizen of the United States of America. The COTR may approve Lawful Permanent Residents who are currently members of the U.S. armed services (Reserves or National Guard) or who possess an Honorable Discharge from a U.S. Military component.
  - 2. Have a Social Security Card issued and approved by the Social Security Administration.
  - 3. Be at least 21 years of age. While there is no limit as to the maximum age of security guards, all security guards must be able to withstand the physical demands of the job and must be capable of responding to emergencies. At the request of the COTR, the CO may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.
  - 4. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
  - 5. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual security guards may be an asset to the Contractor.
  - 6. And meet *one* of the following experience/education requirements:

- a. Three years of security experience within the past five years; or
  - b. An Associate's Degree in a related field and at least one year of experience; or
  - c. Three years of military or National Guard (active duty or reserve) experience; or
  - d. Successful completion of a state certified Police Officer's Standard Training (POST) course; or
  - e. Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework related in the field).
- C. Prior to working under the Contract, every supervisor and guard must be eligible to possess a valid FPS certification card. The FPS certification card is evidence that the guard has:
1. Received a favorable preliminary adjudication from FPS;
  2. Passed the medical examination;
  3. Completed the required training;
  4. Passed the required examination(s);
  5. And meets all other qualification criteria to be an FPS Contract security guard.

## **5 Quality Control**

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

- A. The Contractor shall provide a detailed Quality Control Plan within 15 days of Contract award. The Contractor's Quality Control Plan shall include, but not be limited to, the following areas:
1. Identification of the Quality Control Monitor(s) assigned and include evidence of their qualifications.
  2. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors. Inspections shall be conducted by the Quality Control Monitor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the 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. Quality Control Inspection Check Lists which include, as a minimum, checks of: equipment, uniform and appearance; attendance; sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating

procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall contract performance.

3. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when the Contractor's Quality Control Monitors or the Government notes superior or deficient performance.
  4. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.
- B. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file with the Contractor for all inspections made during the entire Contract period. The Contractor shall make those reports available to the CO or COTR upon request.
  - C. The Contractor shall brief the COTR of any problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem. If the Contractor's performance indicates that additional quality control measures are needed, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the Contract and adherence to their Quality Control Plan.
  - D. The Government shall consider the Contractor's adherence to their stated Quality Control Plan during annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan may result in Contractual actions being taken by the Government.

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

- A. The Government shall use all methods deemed necessary to ensure that the Contractor's employees are following the terms of the Contract. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the security guards' actions; and surveys of building tenants regarding the security guards' performance, including the security guards' professionalism, courtesy, and knowledge of their assigned duties.
- B. In the event a breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COTR shall contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).
- C. The Government may assess price deductions for each post hour where services are not rendered according to the provisions of this Contract.

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

### **6.1 Order of Precedence**

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

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

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

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

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

### **6.3 Typical Duties**

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

- B. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- C. Security guards must be thoroughly familiar with the Post Orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with Post Orders.
- D. Off-going guards shall provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.
- E. Security guards shall be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion.

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

- A. Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information to any visitor upon request.
- B. Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the Post Orders.
- C. Security guards shall be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.
- D. Security guards shall answer questions and provide directions to visitors and building tenants.
- E. Security guards shall process visitors as directed in the Post Orders by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor database programs, and ensuring visitors are presented for appropriate personnel and package screening. Security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders.

- F. Security guards shall perform package inspection when and as directed by the Post Orders, or as directed by the COTR in the event of an emergency or an elevated security posture. The Post Orders will describe the type of inspection required. These inspections may be conducted using automated technology or by manual, or visual surveillance. Admittance shall be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- G. Security guards will be responsible for operating all security equipment on post, such as x-ray machines, magnetometers, and closed circuit television (CCTV). No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.
- H. Security guards will be required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, under-carriage inspection systems, active traffic barriers, and other automated security devices. The results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.

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

- A. Security guards shall conduct patrols in accordance with routes and schedules established in the Post Orders and shall observe, detect, report, and respond to all suspected or apparent security violations. Roving patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.
- B. Some posts may require a combination of fixed hours at a security guard booth and roving patrols. Security guards shall adhere to the patrol schedule as outlined in the post orders or as directed by the COTR.

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

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

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

- A. Based on the Post Orders and coordination with the COTR, security guards will be responsible for receiving and using keys and access control devices (i.e., "key cards," lock combinations) that are issued for the guards' use. Keys and access control devices shall be safeguarded and secured as sensitive assets as directed by Post Orders. All keys and access

control devices are the property of the Government and are to be returned to the issuing agency at the Termination of the Contract.

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

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

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

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

- A. Security guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Post Orders.
- B. During emergencies, security guards may be required to perform simple emergency-related functions that activate or deactivate building systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions will be detailed in the Post Orders.

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

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



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

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

### **6.3-10 Hazardous Conditions**

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

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

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

### **6.3-12 Additional Duties**

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

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

- A. Security guards shall prepare and maintain required reports in accordance with the Post Orders regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the COTR.
- B. While on duty, security guards shall verbally report threatening circumstances and potentially threatening activities they observe to the FPS MegaCenter and, when possible, to the COTR. Whenever possible, security guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support to lessen or eliminate the potential threat.
- C. Security guards may be required to testify in various judicial proceedings on behalf of the Government. Security guards shall coordinate all Contract-related court appearances with the COTR. Contract-related court testimony on behalf of the Government shall take priority

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

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

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

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

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

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

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

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

#### **6.4 Contract Security Guard Duty Register (DHS 139)**

- A. The Contractor's employees shall sign-in when reporting for work and shall sign-out when leaving using the DHS 139. Security guards who patrol between buildings will sign in and out at each building visited as directed by the Post Orders. The Government shall specify the on-site registration points and the Contractor must use those points for this purpose. Contract

employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief security guards shall sign in and out at each post visited as directed by the Post Orders.

- B. Each successively lower line on the DHS 139 must be completed in chronological order without exception. Lines may not be left blank among signatures in any period. No more than one line may be used to enter a calendar date for separating individual workdays.
- C. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be credited for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the DHS 139, the Contract employee should draw a single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheet's) will be used to record all information in the correct manner. The Contractor must attach a detailed memorandum of explanation to each DHS 139 containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes.
- D. The COTR shall retain all original DHS 139s and shall provide copies upon request by the Contractor.
- E. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

## **7 Key Personnel**

- A. Under this contract, the Contract Manager and Supervisors are designated as "key personnel." The Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed Key Personnel meet the requirements listed below. If the proposed Key Personnel do not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Key Personnel do not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Key Personnel to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Key Personnel possesses the ability to effectively manage, supervise, or train security guards in a security guard contract of the size and scope described in this Solicitation/Task Order.
- B. The CO must approve the proposed Key Personnel prior to his/her assignment under this Contract. The Contractor shall not replace any of the Key Personnel without submitted a key Personnel Resume to the CO for her/his approval. The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.

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

- A. The Contract Manager (CM) position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from

inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.

- B. The CM must have either completed a four year course of study leading to a bachelor's degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual's capacity to effectively manage a security guard Contract/task order of the size and scope described in this SOW.
- C. The CM shall have complete authority to act for the Contractor during the term of the Task Order. **The duties of the CM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the Contract/task order or any other guard Contract/task order administered by FPS.** The CM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the contract requirements.
- D. The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.
- E. The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the Contract.
- F. The CM is a salaried managerial position not specifically required in the line item(s) identified in this SOW, therefore, the Contractor shall factor all costs associated with providing a CM into its offering prices (e.g., overhead/G&A).

## 7.2 Supervisor

- A. Each Supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.
- B. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the Contract.

- C. The Contractor shall provide the level of supervision sufficient to meet the Contract requirements.
- D. All Supervisors shall be required to sign in on a DHS 139 upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this Contract.
- E. All costs associated with the Contractor's Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

**8 Work Scheduling Procedures**

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

**9 Contract Guard Labor Category**

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

**10 Contract Effort Required**

**10.1 Contract Effort Required – Productive Hours**

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

**10.2 Contract Effort Required – Supervisory Hours**

- A. The minimum supervisory hours required by the Government will be specified on each task order.
- B. In the event that the Government determines that the supervision provided by the Contractor is insufficient to effectively manage the security guards, the Government and Contractor shall meet to discuss the Contractor's Supervision plan and ways in which the Contractor's performance can be improved.

**10.3 Contract Effort Required – Reserve Security Guard Force**

- A. The Contractor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event). The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained. All reserve security guards shall meet the minimum qualification standards required in this Contract before working any post under this Contract.
- B. The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained; however, the Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing security guard force at any given time. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.
- C. The RFP includes contract line items to be used for Temporary Additional/Emergency Services. In the event that these additional labor hours are necessary, the Contractor must coordinate with the COTR and the CO, and make note of the use of the additional contract line item for Temporary Additional/Emergency Services when invoicing.
- D. Minimal notice may be given to the Contractor when the Government requires the use of these additional labor hours. In such circumstances, the Contractor shall be compensated using the Temporary Additional/Emergency Services Rates for any temporary service performed within 72 hours of the notification to initiate such service. The Contractor will be compensated at the Basic Services Rate for any services performed after the 72-hour notification period has expired.
- E. The Temporary Additional Services provision is intended to be used to satisfy the Government's short-term, non-recurring needs for services. Should a continuing need for additional services arise, a contract modification will be issued by the Government to provide those services.
- F. In the event a Contractor does not carry out agreed upon responsibilities (such as providing full coverage for a guard post), liquidated damages may apply. Liquidated damages will be enforced by fining the Contractor for the neglected guard post labor hours, utilizing the Temporary Additional/Emergency/Contingency labor rate.

## **11 Training**

### **11.1 General**

- E. All security guards and uniformed supervisors working under this Contract must complete the following training and pass the required written examination. Certifications may be honored for contract security guards and uniformed supervisors who worked under the predecessor Contract and who maintain valid certification credentials.
- F. The Training Syllabus is located in Section 4A. The Contractor shall be responsible for providing the CO and COTR a copy of its Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after award of the Contract. The Contractor shall notify the COTR of any changes to the proposed Training and Qualifications Schedule not less than 10 calendar days before the date of the training session.
- G. The Contractor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations, weapons qualifications, first aid, CPR, AED certifications.
- D. The contractor shall also bear all costs and responsibilities related to their employees' attendance at any contract mandated training class, test or examination, including all expenses for transportation, lodging, and meals (as may be necessary). Currently certified FPS contract guards that are required to go to any training, testing, or examination to maintain their FPS certification status shall be paid in accordance with the applicable Service Contract Act (SCA) Department of Labor prevailing wage determination or collective bargaining agreement. For pay purposes, the vendor shall treat time spent by certified contract guards in training and testing as the equivalent of time spent standing post. By contrast, pre-certification training provided by the contractor shall be governed by the payment requirements of the Fair Labor Standards Act (FLSA). Costs related to any training, test or examination required by the contract must be factored into the offering price, as they will not be itemized or paid separately by the government after award.
- E. The CO, COTR, or any FPS personnel shall be allowed to observe any training and qualifying sessions 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.

### **11.2 Training Requirements by Position**

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

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

- A. All productive and supervisory security guards working under this Contract must take the following training at the time periods specified in the following chart. The Government will provide to the Contractor one copy of the Security Guard Information Manual (SGIM). The Contractor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. The SGIM shall be provided to Contractor's employees on the first day of their basic training course.
- B. "One-time only" courses are defined as courses that, if the employee successfully completes, do not have to be taken again during the Contract term. One-time only courses are (1) basic training; (2) FPS "orientation" training; (3) current FPS Basic Firearms Training; and, (4) the written exam. However, additional training may be required on Magnetometer/x-ray if or when the equipment or technology is changed. The training certifications, excluding FPS orientation, are transferable to other FPS security guard service contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor Contract.
- C. Each Contract employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date.

### **11.2-2 Supervisors**

- A. All uniformed supervisors working under this Contract must successfully complete all training established for productive security guards including x-ray and magnetometer training. In addition, supervisors must complete nine hours of supervisory training based on a Contractor-provided Supervisory Training Manual. Following completion of basic training, the supervisors will be required to take and pass the basic written examination.
- B. Supervisors shall not be permitted to work under this Contract without having passed the basic training, written examination for basic training, the basic firearms course, firearms practical qualification, and the Contractor Supervisory Training.

### **11.3 Written Examination**

- A. Upon the Contract employees' completion of the basic training class and a favorable pre-employment suitability, the Contractor must schedule with FPS the Government-administered written examination. This exam will test their employees' familiarity with and understanding of the information contained in the SGIM. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).
- B. If a Contract employee does not pass the examination on the first attempt, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to pass the written examination. If the Contract employee fails after the second attempt, s/he must wait



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

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

#### **11.4 Weapons Training and Qualification**

- A. The Contractor is responsible for providing a minimum of thirty-two (32) hours of firearms training prior to sending the Contract employees to a firing range for the initial range qualification test session. Of the thirty-two (32), twenty-four (24) hours **must** be actual training/shooting time on a firing range. This thirty-two (32) hour requirement is in addition to the eight (8) hours of Baton and/or OC Spray (as appropriate) for a total of forty (40) hours of weapons training.
- B. For firearms training/qualification, all FPS security guards are required to wear their duty uniform to include footwear, issued gun belt, holster and keepers.
- C. For the purposes of this Contract, the Government requires that each Contract employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training. The Contractor shall factor into the offering price the cost of ammunition. Ammunition shall not be itemized or paid for separately by the Government.
- D. Each firearms qualification "session" consists of no more than two (2) attempts to qualify. If unsuccessful, the second attempt must be completed immediately after the first attempt. A qualifying score is 80% or better. See Exhibit 4E. The contractor shall be required to provide a minimum of eight (8) hours remedial training after each "failed" session until the employee successfully achieves a qualifying score. The Contractor is responsible for determining what training the employees will need to complete to successfully qualify. The contractor shall document the employee's file with any and all remedial training given to enable the employee to pass the firearms course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable Contract employees to annually re-qualify
- E. Any Contract employee who has successfully completed a 40 hour firearms course under a predecessor FPS Contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or firearms certification) that such training was successfully completed **and** that the training was relevant to the firearm requirement described herein. The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. Prior successful training completion by the Contract employee shall not exempt the Contract employee from the annual range qualification requirements.

F. All security officers reporting for their Annual Weapon Qualification sessions are required to have an Exhibit 8A or a FPS weapons card **which** must be submitted prior to the safety test portion of the session. The following instances require the security officer to have an Exhibit 8A:

1. All security officers who are new hires must have and Exhibit 8A indicating they have received 32 hours of Firearms Training.
2. All security officers transitioning to a new weapon system (revolver to a Semi Auto or Semi Auto to revolver) must have received 32 hours of Firearms Training on the new weapon system.
3. All security officers who failed their previous qualification session must receive minimum 8-hours of remedial firearms training from the contractor before attempting to re-quality.
4. All security officers who do not have a **current** FPS weapons card must have an Exhibit 8A documenting that they have received a **minimum** of 8 hours of remedial firearms training.

- Additionally, Security Officers are required to wear appropriate attire at their Weapon Qualification sessions. The preferred attire should include issued uniform with gun belt and keepers, and their issued footwear (shoes or boots). But, if the security officer is a new hire, casual wear is authorized and shirts must be tucked inside pants to ensure belt keepers are utilized properly. At no time will athletic wear (Sweat pants, tank tops, open toe shoes or flip flops) be allowed.  
Note- All expired cards will be confiscated.

G. If the weapon platform required under this Contract is different from the guard's previous qualification, the Contractor is responsible for providing adequate weapon transition training. The training plan shall include a weapons transition training plan, if applicable.

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

I. The contractor is responsible for providing the certification training specified by the manufacturers' recommendations and/or any state or local requirements that may apply pertaining to the use or carriage of any lethal or less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stuns weapons, etc.), equipment, or devices required in this Task Order.

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

- A. The Contractor shall ensure that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical firearms course annually. Any guard attempting annual re-qualification who fails to re-qualify is no longer certified to carry a weapon and shall not be permitted to work on an armed post. Refresher training for intermediate weapons will also be conducted. The costs of such preparations should be factored into the offering prices, as it will not be itemized or paid for separately by the Government.
- B. Successful firearms range qualification by Contract employees as part of a state or local firearms permit/license issuance process shall not be considered an acceptable replacement or substitute for the annual firearms qualification required by this Contract.
- C. The Contractor shall provide the necessary weapons and ammunition for training and qualifications. If an FPS Training Center is used to conduct range 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. All Contractor-provided weapons used for qualifications of Contract employees will be made available for inspection and approval by an FPS representative prior to use on any Government firing range. Contract employees must adhere to the rules and regulations of the firing range. . The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

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

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

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

- A. All Contract employees must receive FPS-specific training. The COTR and the Contractor will schedule the site(s) and date(s) of the training session(s) after the award of the Contract and prior to the Contract start date. See Exhibit 4C.
- B. Security guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

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

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

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

- A. Any Contract employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this contract.
- B. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all employees assigned to work under this Contract. CPR and AED training and certification must include adult, youth, and infant training modules. Training certification shall be valid for one year. Prior to the expiration of the CPR and AED certification, the Contract employee must become re-certified. Recertification training shall cover adult, youth, and infant CPR procedures as well as AED procedures. The Government requires that each CPR/AED course MUST provide practical training (e.g., on “dummies”) on resuscitation techniques and be conducted in accordance with American Red Cross (ARC) standards by ARC certified instructors.
- C. First Aid training and certification shall be valid for a period of three years. Upon expiration of the First Aid certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.
- D. A post is considered “open” if manned by unqualified contract employees.

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

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

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

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

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

The Contractor shall schedule and coordinate Government provided training and testing with the COTR. Government training can only be scheduled after Contract award.

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

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

## **11.13 Training Waivers**

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

## **12 Medical and Physical Qualifications**

### **12.1 General**

- A. The Contractor shall ensure all uniformed employees working under the Contract meet the medical requirements described in the following sections. The Government will not grant any waivers of the medical standards.
- B. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with any reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.
- C. The Contractor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act of 1973 (29 U.S.C. -2.2)

D. Contractors must grant reasonable accommodations to the religious practices of individual security guards, without regard to an individual's religious preferences, provided that the accommodation does not affect the individual's ability to perform required tasks identified in the contract or as otherwise determined by FPS. Requests for any exception or waiver of a contract standard or requirement must be submitted in writing to the FPS COTR.

1. Accommodations must be consistent with legal and constitutional standards and essential mission requirements, especially those affecting the safety of guards and members of the public. An accommodated religious practice must not suggest government endorsement of any particular faith, must not reasonably appear to propagate the individual's faith to members of the public, must not significantly undermine the public's confidence in FPS, must not create a significant risk to the safety of the guard or the public, and must not conflict with mission-essential job task requirements.

2. FPS contract security guards may carry objects of religious significance that the individual's faith requires the individual to carry on his person, provided the object is worn discreetly – under the uniform whenever possible – and does not interfere with the wearing of the uniform.

3. FPS security guards will be granted reasonable accommodations to grooming standards – such as haircut and shaving standards. A security guard receiving an accommodation must nonetheless maintain as neat and professional an appearance as religious requirements permit. Whenever possible, hair in excess of regulation length will be worn under a uniform hat or appropriate religious headgear. Facial hair exceeding regulation length will be neatly combed.

4. Religious headgear will be consistent with the colors of the duty uniform, and should be no larger than required by an individual's religious requirements, and may be required to bear the insignia and other distinctive markings of the uniform for ease of emergency identification.

## **12.2 Medical Standards**

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78.
- B. The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the Contract. All guards (productive and supervisory) must meet the health certification requirements listed in the SF 78. The Contractor shall submit a completed SF 78 for each employee to the COTR prior to any Contract employee being permitted to work under the Contract.

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

D. All Contract employees must meet the following medical standards:

1. **Vision:** Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial 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.
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. Use of a hearing aid is authorized.
3. **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.
4. **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
5. **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
6. **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.
7. **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.

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

### 12.3 Physical Demands



- A. Contract employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:
- a. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
  - b. Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
  - c. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
  - d. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
  - e. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.
  - f. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
  - g. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
  - h. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).
- B. Individuals deemed incapable of performing the above tasks or functions will be removed from the Contract upon the CO's request.
- C. The Contractor shall be responsible for encouraging and promoting employees assigned to this Contract to maintain an ongoing and regular program of physical fitness, at no cost to the Government.

## 12.4 Initial and Recurring Screening for Illegal Drugs

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

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

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

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

## **12.5 Government Requested Screening**

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

## **13 Conduct of Contractor Personnel**

- A. In accordance with the SGIM, 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.

- C. The COTR may recommend to the CO that the Contractor immediately remove any employee from any or all locations where the contractor has contracts with the FPS if the employee is not maintaining satisfactory performance in accordance with the Contract or the SGIM. Additionally, the employee may be removed if he/she has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The CO will make all determinations regarding the removal of any employee from any or all locations where the contractor has contracts with the Federal Protective Service. In the event of a dispute, the CO will make the final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing.
- D. Notification of Arrest: Guards working under this contract shall notify his contractor within 12 hours of their arrest. The contractor will notify the COTR within 12 hours of the guard's notification. Failure of the guard to do so may result in a request of removal from this contract.

#### **14 Contract Employee Reinstatements**

- A. When the Government takes action that may impact upon the suitability or work fitness status of a Contract employee, the Contractor may appeal the decision to the CO.
- B. If the CO made the initial decision, a senior manager within the FPS Regional Office or headquarters Security and Law Enforcement Division will review the appeal. The appeal decision will be provided to the Contractor in writing with a brief explanation of the decision to uphold or reverse the CO's decision.
- C. While the appeal is being considered, the employee shall not work under this Contract.

#### **15 Government and Contractor Furnished Property**

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

- A. The Contractor shall be provided and shall use or operate in a responsible manner Government furnished property deemed necessary by the Government to aid the Contractor in the performance of work. The Contractor is solely responsible for the care and accountability of all Government provided equipment in accordance with the terms and conditions of this Contract.
- B. The Contractor shall provide an inventory of Government furnished property (GFP) on a monthly basis. The inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment.

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

- A. Government property shall be used for official Government business only in the performance of this Contract. The Contractor or the Contractor's employees shall not use government

property in any manner for any personal advantage, business gain, or other personal endeavor. The Contractor shall reimburse the Government for expenses associated with misuse or abuse of Government furnished property or equipment by the Contractor's employees.

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

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

- A. All property furnished by the Government under this Contract shall remain the property of the Government. Upon termination or conclusion of the Contract, the Contractor shall render an accounting of all such property that has come into their possession during the course of the Contract. A Government property receipt form will be used for the Contractor to acknowledge the receipt of all Government-issued property.
- B. Any property furnished by the Government to fulfill Contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the Contract and may face further penalties as deemed necessary by the Government.
- C. Unless otherwise specified, the Government is responsible for the repair and maintenance of Government furnished property. The Contractor is responsible for the timely reporting, as identified herein, to the COTR of any property deficiencies or losses. The Contractor shall identify loss or damage to Government-furnished property to the COTR as soon as possible, but not later than 24 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform monthly inventories of all Government-furnished property. Inventory reports shall be in writing using a Government form or format approved by the COTR.

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

- A. The Contractor shall take all reasonable precautions, as directed by the Government or, in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.
- B. If the work under this Contract requires that the Contractor employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for his/her

own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default. Additionally, the Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

## **15.2 Contractor Furnished Property**

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

- A. 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). The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this Contract.
- B. The Contractor shall provide an inventory of Contractor Furnished Property (CFP) on a quarterly basis. The inventory shall include all Contractor furnished equipment, uniforms, and non-expendable supplementary equipment.

### **15.2-2 Equipment**

The Contractor may be required to furnish some or all of the types of equipment described herein.

- A. Communications equipment. The Contractor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies. The Government may identify the radio frequencies to be used by the contractor. The Contractor must ensure useful availability of all Contractor furnished communications equipment on a continuous basis. The Contractor shall immediately provide fully- operational substitute communications equipment in the event any equipment is temporarily inoperable.
- B. Vehicles. The Contractor shall obtain all applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for the operation of vehicles. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor.
- C. Firearms, ammunition, and less-than-lethal weapons. Modifications to firearm mechanisms must comply with manufacturers' specifications and requirements. Ammunition must be acquired from a commercial source.
  - 1. The Contractor shall obtain all applicable permits, licenses, and registrations in accordance with applicable Federal, state and local laws for the acquisition, carriage, and

use of firearms and ammunition. All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the Contractor.

2. The Contractor shall acquire and maintain an ample supply of appropriate cleaning products (i.e., cleaning solvents, lubricating oil, rods, brushes, patches, etc.). The Contractor must also provide applicable accessories such as clearing barrels, trigger locks, gun lockers, etc.
3. Unless stipulated otherwise in a task order, no firearms or ammunition shall be removed from the premises. All firearms shall be stored UNLOADED in an on-site safe or other security cabinet provided by the Contractor that complies with Government standards for storage of weapons. Ammunition will be stored separately from weapons and secured under a separate lock.
4. The amount and type of ammunition, including additional rounds for contingency. The additional ammunition shall be provided, stored, and secured on-site by the Contractor. Old duty ammunition will be periodically rotated with new ammunition.
5. The Contract employee shall inspect his/her issued firearm at the commencement of each tour of duty. Each firearm shall be cleaned and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition. All firearms will be loaded with approved ammunition, including one round in the chamber (if applicable), prior to the security guard's tour of duty.
6. The Contractor shall provide a list of serial numbers of firearms that will be present on the premises to the COTR prior to the Contract performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change.

### **15.2-3 Uniforms**

- A. As specified in Exhibit 2C, the Contractor will be required to furnish some or all of the types of uniform items. The cost of uniform items shall be factored into the contract price.
- B. The Contractor's security guard force uniforms shall be a color and style in general use by large security guard or security organizations and shall be readily distinguishable from those of state, local, and FPS law enforcement personnel. All security guards performing under this Contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.
- C. Security guards are expected to comply with standards for wear and care of uniform items in accordance with the SGIM (Security Guard Information Manual).

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

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

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

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

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

##### **17.1 General**

- A. All personnel performing on this Contract must pass a suitability determination conducted by the Government. Contractor personnel will not be able to perform under this Contract until



appropriate suitability determinations have been made. The Government will provide all necessary forms at the time of Contract award. The DHS Office of Security will accept only complete and legible security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 calendar days after Contract award.

- B. The Contractor should follow the procedures listed below to obtain an FPS certification card for each Contract employee:
1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements, including medical and drug testing (see Section 12 above);
  2. Submit the suitability package to the COTR and await the results of the adjudication. This process may take approximately one to three months if all forms are legible and complete. However, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.
  3. Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other Contractor-provided training requirements;<sup>2</sup> this does not include the FPS Written Exam.
  4. After the Contractor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the Contractor shall submit the following information to the COTR for an FPS certification card:
    - a. Certification. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth in Section C and that all pertinent documents are on file at the Contractor's facility. (See Exhibit 6.)
    - b. Photographs. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
    - c. Contract Guard Qualification Certificate. The guard's name, and the name of the Contractor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
    - d. Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification that satisfies the legal requirements of the Lautenberg Amendment, 18 U.S.C. § 922(g)(8) and (9). This certification is valid for one (1) year. The Contractor shall maintain a file of its guards' certifications and provide the COTR a signed statement certifying compliance with this requirement. If

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

at any time a guard has a disqualifying event under Lautenberg, the Contractor shall notify the COTR and immediately remove the guard from work under the contract that may require use of a firearm. The Contractor shall submit a new certification to the COTR stating that all its guards are in compliance with the Lautenberg Amendment annually.

- C. The certification card shall be worn on the outermost garment of the guard's uniform.
- D. As determined by the COTR, The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but also a valid CPR/AED/First Aid card and a valid firearms permit.
- E. The Contractor must return employees' certification card to FPS within five (5) workdays upon the termination of the guard's employment or the guard's removal from the contract. At the end of the contract period, the Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts. Possession of an FPS certification card does not waive any other contract requirement.
- H. 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 re-qualification, CPR/AED/First Aid certification). See Exhibit 11.
- I. The CO shall have the express authority to demand return of the FPS Certification card for any Contract employee who does not maintain compliance with the Contract qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the Contract until such time as s/he comes into full compliance with all qualification/certification criteria.

## **17.2 Security Management**

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

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

- A. DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted access to a Government facility and or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the Contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Contract employees assigned to the Contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.
- B. Contract employees awaiting an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if a Government employee escorts the contract employee. This limited access is to allow contractors to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

#### **17.4 Suitability Adjudication**

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

5. Foreign National Relatives or Associates Statement;
  6. Lautenberg Amendment Statement;
  7. Drug Questionnaire;
  8. Alcohol Questionnaire ;
  9. Financial Disclosure Report;
  10. Contractor Information Worksheet.
- C. Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS Contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly. Standard Form 85P, "Questionnaire for Public Trust Positions" Form must be submitted via OPM "e-QIP" (electronic Questionnaires for Investigation Processing)".
1. ELECTRONIC SUBMISSION-OPM "e-QIP" Process: Fill out the ICE "Contractor Information Worksheet", proofread for completeness. Send it to the FPS COTR. They can fax or mail to the FPS Regional Contract Suitability Adjudication Office for continued processing.
- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.
- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.
- F. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).

- G. If FPS finds a Contract employee to be unsuitable to work as a result of the suitability investigation under the Contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the Contract, and the Contractor shall in turn immediately remove the affected employee from the Contract. The security guard or the Contractor may appeal the suitability determination to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. Under no circumstances shall a Contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract. This requirement also applies to Contract employees whose unfavorable adjudication is pending appeal. Disqualifying information includes but is not limited to the following:
1. Conviction of a felony, a crime of violence, or a serious misdemeanor;
  2. Possessing a record of arrests for continuing offenses;
  3. Falsification of information entered on suitability background investigation forms.
- H. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the Contract for five (5) years (if nothing occurs within the 5-year period that would render the security guard unsuitable for continuing performance under the Contract). The Contractor shall immediately notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new favorable suitability determination is made. The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date.
1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
  2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.
- I. For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.

1. Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level indicated in Appendix 1. Such contractors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.
  2. Lawful Permanent Residents are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.
- J. FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. FPS may, as it deems appropriate, authorize and grant temporary clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

## **18 Security Clearance Requirements**

### **18.1 Background Investigations**

- A. In addition to meeting the FPS background suitability check described in Section C, additional security clearances may be required by the Contract and task order(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency, as appropriate (refer to Exhibit 6C for further information as to whether this Contract will require such clearances). Where such clearances are required, employees shall be subject to a security investigation by the Government prior to being allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) during the term of the Contract. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, or other agency.
- B. The Government shall notify the Contractor of the required security classification of this Contract and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.
- C. In all areas requiring a DOD, DOE, NRC, or other agency security clearance, the Contractor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at [www.dss.mil](http://www.dss.mil) or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at [www.dss.mil](http://www.dss.mil); for DOE clearances at [www.doe.gov](http://www.doe.gov); and for NRC

at [www.nrc.gov](http://www.nrc.gov). Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to be assigned to classified areas. (See Part III, Exhibit 6A, Security Clearance Requirements).

- D. A security clearance determination of whether an individual should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, Industrial Security Program. For contractors processed in accordance with DHS MD 11035, the investigative standard for access to Secret classified information will be a MBI. The minimum investigative standard for access to Top Secret classified information will be a SSBI. Each designated employee must complete all applicable forms.
- E. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract security guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- F. Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the Contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.
  - a. Standard Form 85P, "Questionnaire for Public Trust Positions"
  - b. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions"
  - c. Lautenberg Amendment Statement (plus one copy)
  - d. FD Form 258, "Fingerprint Card" (2 copies)
  - e. Foreign National Relative or Associates Statements
  - f. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
  - g. Drug Questionnaire

- h. Alcohol Questionnaire
- i. Contractor Information Worksheet

Required forms will be provided by DHS/ FPS at the time of award of the contract. Only complete packages will be accepted by the DHS/ FPS Contract Suitability Adjudication Program Office. Specific instructions on submission of packages will be provided upon award of the contract. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing). (For the Electronic Submission process, Refer to Chap. 17.4C.1 above).

- G. The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each affected Contract employee. The costs should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.
- H. The Contractor is advised to only submit security packages on suitable prospective employees whose integrity, credit, and character will meet the security suitability requirements of DHS. DHS will likely consider as being unsuitable prospective employees who fail to truthfully represent their credit history; who make no attempt to pay debts; and whose character could be questionable because of serious arrests, illegal drug use, or abuse of alcohol.
- I. Unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

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

- A. The DHS has determined that the performance of this Contract requires that the Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) require(s) access to sensitive DHS information or classified National Security Information (herein known as classified information). Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.
- B. See Exhibit 6C, Security Suitability Requirements, for a determination of which, if any, Contractor facilities and Contractor personnel, including Contract Manager or Supervisor, assigned to this Contract are required to possess up to a TOP SECRET security clearance.
- C. If access to classified information is required as identified in Exhibit 6C, the Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, DHS MD 11035 (Industrial Security Program), and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the



Contractor has access to classified information at a DHS or other Government facility, it will abide by the requirements set by that agency. If these procedures are not properly followed by the Contractor, it will result in deductions from monthly invoices.

- D. The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, interim facility clearance requirements subsequent to the official award date, and/or at least thirty (30) days prior to the Contract start-up date.
- E. Interim Personnel Clearance Level – Applicants for SECRET may be routinely granted a interim personnel clearance level as appropriate, provided there is not evidence of adverse information of material significance. The interim status will cease if results are favorable following completion of full investigation requirements. **Non-U.S. citizens are not eligible for access to classified information on an interim basis.**
- F. If access to classified information is required as identified in Exhibit 6C, the Contractor must possess a TOP SECRET facility clearance consistent with the DHS MD 11035, Industrial Security Program prior to Contract award. If an uncleared firm is selected, DHS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, DHS may terminate the Contract for the convenience of the Government.

### **18.3 Continued Eligibility**

- A. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s). If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the Contract.
- B. The Security Office may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists.
- C. DHS reserves the right and prerogative to deny and/or restrict the facility and information access of Contractor's employee's in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801 and which DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this Contract.
- D. The Contractor will immediately report any adverse information coming to their attention concerning contract employees under the contract to the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

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

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

- A. To minimize duplication of effort by the FPS and the Contractor, the Contractor shall maintain personnel files on-site for all employees who work under this Contract. Files shall be maintained at the Contractor Manager's office and will be made available to the COTR on a continuous basis. Each guard's file must contain the following information:
1. Application for employment, including SF85P, FD 258, resume or detailed prior work history and references;
  2. Results of all criminal history checks obtained by the Contractor;
  3. U.S. Citizenship and Immigration Services Form I-9 *Employment Eligibility Verification* (OMB No. 1115-0136);
  4. A copy of DHS 11000-6 *Non-Disclosure Agreement*,
  5. A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;
  6. Records of all basic and refresher training attendance and, where required, test scores;
  7. Records of current firearms training and qualification scores, where required by the Contract;
  8. Records of all successfully completed Government-provided training;
  9. A copy of most recent CPR, First Aid, and AED certification card;
  10. Results of all drug screenings administered (both pre- and post- employment);
  11. A copy of the DHS certification card as required by the COTR;
  12. A copy of all firearm licenses and certifications required by state and local regulations;

13. Records of guard's suitability information (including date current suitability expires);
  14. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the Contract;
  15. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this Contract; and
  16. A copy of any National Security Information clearance issued, where required by this Contract (i.e., Secret/Top Secret).
  17. To comply with the Health Insurance Portability & Accountability Act (HIPAA), the Medical Evaluation (SF-78) may be filed separately by the Contractor.
- B. The CO or COTR 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).
  - C. The CO or COTR 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) that clearly details the status of all Contract employees pertaining to Contract requirements.
  - D. 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.
  - E. False statements, certification, or falsification of any documents required in this Contract by the Contractor, Contract Manager, or any Contract employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate investigations by its Office of Inspector General or the regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or may take Contractual remedies, up to and including termination for default. Under no circumstances whatsoever will the Government tolerate falsification of required documents.

## **20     Performance Evaluations**

- A. The CO and/or COTR shall meet with the Contractor (either in person or via teleconference) on a regular basis, but not less than annually.
- B. The Government shall formally evaluate, in writing, the Contractor's performance *at least* once per year. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance evaluation being given. 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. The CO and/or COTR shall meet with the Contractor 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.

- C. 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.

## Contract Clauses

The following clauses are hereby incorporated by reference and are applicable to the contract:

FAR 52.204-2	Security Requirements (AUG 1996)
FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
FAR 52.204-6	Data Universal Numbering System (DUNS)
FAR 52.204-7	Central Contractor Registration (APR 2008)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (SEPT 2007)
FAR 52.216-18	Ordering (OCT 1995)
	(a) issued from Date of Award through five years
FAR 52.216-19	Order Limitations (OCT 1995)
	(a) less than \$25.00
	(b) (1) in excess of \$3,500,000.00
	(b) (2) in excess of \$3,500,000.00
	(b) (3) within 15 days
	(d) within 5 days
FAR 52.216-22	Indefinite Quantity (OCT 1995)
	(d) September 30, 2013
FAR 52.217-8	Option to Extend the Services (NOV 1999)
	... within 30 days before the expiration of the contract.
	... 60 days
FAR 52.217-9	Option to extend the Term of the Contract (MAR 2000)
	... within 30 days
	... 60 months
FAR 52.228-5	Insurance - Work on a Government Installation (JAN 1997)*
FAR 52.232-18	Availability of Funds (APR 1984)
FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
FAR 52.242-15	Stop-Work Order (AUG 1989)
FAR 52.245-9	Use and Charges (AUG 2005)
HSAR 3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)
HSAR 3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)
HSAR 3052.228-70	Insurance (DEC2003)
HSAR 3052.242-71	Dissemination of Contract Information (DEC 2003)
HSAR 3052.242-72	Contracting Officer's Technical Representative (DEC 2003)
HSAR 3052.245-70	Government Property Reports (JUN 2006)

**\* INSURANCE REQUIREMENT**

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

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

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

**(1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

**(2) GENERAL LIABILITY**

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

**(3) AUTOMOBILE LIABILITY**

The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per

occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) HAZARDOUS MATERIALS

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

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

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

The following contract clauses are hereby incorporated by full text:

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (FEB 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (4) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (5) [Reserved]

X (6)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (7)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (8) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (9)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

X (10) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (11) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (12)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.



(13) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(16) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

(17) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(18) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

(19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(20) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(22) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(25) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(26)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(27) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(28)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(29) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(30)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Feb 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(31) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(32) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (33) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).  
\_\_\_ (34) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (35) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (36) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (37) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (38) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (39) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

X (40) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (41)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

**EMPLOYEE CLASS    HOURLY MONETARY WAGE FRINGE BENEFITS**

Guard II (Crystal Plaza/NOAA) GS-0085-5, Step 1                      36.25%

**SICK LEAVE REQUIRED BY CBAs:**

See Individual CBAs for Specifics

**PAID HOLIDAYS PROVIDED BY CBAs – (See Individual CBAs for Specific Days)**

**VACATION OR PAID LEAVE AS REQUIRED BY CBA W/ELITE PROTECTIVE SERVICE:**

- (1) After one year of service, two weeks vacation.
- (2) After five years of service, three weeks vacation.
- (3) After fifteen years of service, four weeks vacation.

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to

appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

HSAR 3052.204-71 Contractor employee access. (JUN 2006)

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

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

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

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

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

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

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

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

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

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

HSAR 3052.209-70 Prohibition on contracts with corporate expatriates.(JUN 2006)

(a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

*Person, domestic, and foreign* have the meanings given such terms by paragraphs

(1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

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

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

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

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

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

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

(e) *Treatment of Certain Rights.*

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

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

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

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

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

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

#### **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/these address(es):

<http://www.acquisition.gov/far/>

<http://www.dhs.gov/xopnbiz/regulations/>

#### **INVOICING**

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

**a. By mail:**

DHS, ICE  
Debt Management Center  
P.O. Box 1279  
Williston, VT 05495-1279  
**Attn: FPS Region 11 Invoice**

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

802-288-7658

**c. By e-mail:**

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

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

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

“...An invoice must include—

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

Invoices without the above information may be returned for resubmission.

## PAYMENTS

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



prorated based on the number of calendar days in the respective month.

B. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this Order. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this Order and for adjustments for deficiencies in the performance of work.

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

D. To verify the monthly payment for productive man-hours, the Contracting Officer's Technical Representative may compare the man-hours required in the Order with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor. If variances are noted between the invoice and the GSA Form 139, the Government will propose an Order deduction. For example, if the Order required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the GSA Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

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

**Office of Acquisition Policy Alert**

**Service Contract Act Annual Update  
Health & Welfare  
Fringe Benefit Changes**

**Introduction:** The purpose of the Policy Alert is to provide notification of the updated Service Contract Act (SCA) Health and Welfare Fringe Benefits issued by the Department of Labor (DOL). In accordance with DOL All Agency Memorandum (AAM) Number 206 (Attachment 1) and Federal Acquisition Regulation FAR 22.1012.1, the effective date of the updated health and welfare fringe benefits is June 1, 2009.

**Background:** As of December 1986, the DOL has issued annual updates to health and welfare fringe benefits under the SCA, 29 C.F.R Section 4.52, implemented by FAR 22.1012.1, which requires any revisions of a wage determination to include fringe benefits issued prior to award be included in the contract.

**Effective Date:** June 1, 2009

**Expiration Date:** This Policy Alert remains in full force and effect until revised WDs reflecting the June 1, 2009 health and welfare benefit rate made available at the Wage Determination online website: [www.wdol.gov](http://www.wdol.gov).

**Impact:** All contracts subject to the SCA awarded on or after June 1, 2009 must include SCA Wage Determination (WD) issued in accordance with the regulatory health welfare fringe benefit determination as reflected in AAM #206.

↑ Note: Contracting Officers are not required to request a revised fringe rate change and may make pen and ink changes to their current WDs for contracts effective on or after June 1, 2009. It is recommend these pen and ink changes reflect AAM #206. (Attachment 2)

Questions and comments concerning this Alert maybe directed to Gwendolyn Murphy (202) 732-2584 or via [Gwendolyn.Murphy@dhs.gov](mailto:Gwendolyn.Murphy@dhs.gov).

Attachment 1: DOL AAM #206


Attachment 2: Example of pen and ink changes

MAY 18 2009



ALL AGENCY MEMORANDUM NUMBER -206

MEMORANDUM FOR: ALL CONTRACTING AGENCIES OF THE FEDERAL GOVERNMENT AND THE DISTRICT OF COLUMBIA

FROM:   
JOHN L. McKEON  
Deputy Administrator

SUBJECT: Service Contract Act Health and Welfare Fringe Benefit Changes

In accordance with 29 C.F.R. Section 4.52, the prevailing health and welfare fringe benefits issued under the McNamara-O'Hara Service Contract Act (SCA) will be increased on June 1, 2009. As prescribed by the regulations, the new benefit rate is derived from the latest Bureau of Labor Statistics Employment Cost Index (ECI) summary of Employer Cost for Employee Compensation. Effective June 1, 2009, the new SCA health and welfare benefit will be \$3.35 per hour.

Based on the regulations adopted in 1996, SCA wage determinations (WDs) have contained two different health and welfare fringe benefit levels: a "low" level benefit and a "high" level benefit. The low level benefit was updated every year on June 1, based upon the latest BLS data, and the high level benefit was grandfathered at \$2.56 per hour. In addition to having different benefit levels, the high and low health and welfare benefits continue to have different methods for determining compliance. Compliance with the low level benefit was determined on an employee-by-employee basis whereas compliance with the high level benefit was determined based upon the contractor's average fringe benefit cost for all service employees working on the contract.

In 2004, when the BLS publication of Employer Costs for Employee Compensation indicated that the low benefit rate was about to exceed the grandfathered high benefit rate of \$2.56 per hour, the Wage and Hour Division announced (All Agency Memorandum Number 197) that it would increase the fringe benefit rate for all wage determinations, but would retain the two different methods for determining compliance. That policy will be continued again this year. Effective June 1, 2009, the employee-by-employee benefit will be \$3.35 per hour, or \$134.00 per week, or \$580.66 per month. In addition, effective June 1, 2009, the average cost fringe benefit rate will also be \$3.35 per hour. Consistent with the policy established in 1996 and continued since 2004, the average cost fringe benefit wage determination will be issued only for those contracts where the formerly grandfathered "high" benefit rate would have applied.

Attachment 1  
DHS Acq. Alert 09-05

### **Solicitation/Contracts Affected**

All invitation for bids opened, or other service contracts awarded on or after June 1, 2009, must include an updated SCA WD issued in accordance with the regulatory health and welfare fringe benefit determination methodology. Contracting agencies may make pen and ink changes to their current WDs received for contracts beginning on or after June 1, 2009, and for which the updated health and welfare rates were not included. It is not required that contracting agencies request a revised WD for a health and welfare rate change. Revised WDs reflecting the new benefit rates will be available at the Wage Determination On-Line website ([www.wdol.gov](http://www.wdol.gov)) shortly after June 1, 2009.

### **Wage Determination for the State of Hawaii**

Under Section 2(a)(2) of the SCA, fringe benefit payments that are required by state law may not be used to satisfy the employer's fringe benefit obligations. The SCA WDs have addressed this issue in the past by excluding the health insurance portion.

Consistent with past practice, and in recognition of the fact that Hawaii law requires most employers to provide health care coverage for most employees, the SCA WDs for Hawaii will continue to exclude the health insurance portion on the benefits for all employees on whose behalf the employer provides benefits pursuant to the Health Care Act. As to those employers not required to make, and which in fact do not make, contributions for certain employees under Hawaii law, then the reduced fringe benefit level is not appropriate for these employers.

Therefore, effective June 1, 2009, the SCA health and welfare fringe benefits level for Hawaii will be \$1.40 per hour, or \$56.00 per week, or \$242.66 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii Health Care Act. For those employees not receiving mandated health care benefits, the new health and welfare amount will be \$3.35 per hour.

The grandfathered average cost fringe benefit determinations for Hawaii currently provide for payment costing an average of \$1.64 per hour. Since this rate is still above the new \$1.40 per hour rate for Hawaii, the current \$1.64 average cost fringe benefit level for Hawaii will continue to be grandfathered.

Attachment 1  
DHS Acq Alert 0905

**Attachment J.5 - Wage Determinations**

WD 05-2103 (Rev.-6) was first posted on www.wdol.gov on 05/03/2008  
 \*\*\*\*\*  
 \*\*\*\*\*

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

Shirley F. Ebbesen                      Division of  
 Director                                      Wage Determinations

Wage Determination No.: 2005-2103  
 Revision No.: 6  
 Date Of Revision: 05/29/2008

States: District of Columbia, Maryland, Virginia  
 Area: District of Columbia Statewide  
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince  
 George's, St  
 Mary's  
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,  
 King  
 George, Loudoun, Prince William, Stafford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE RATE	MINIMUM WAGE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.25
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90

01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16
01311 - Secretary I	17.26
01312 - Secretary II	19.41
01313 - Secretary III	23.83
01320 - Service Order Dispatcher	16.10
01410 - Supply Technician	25.95
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05150 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37

## Section J - List of Attachments

30064 - Drafter/CAD Operator IV	30.26
30081 - Engineering Technician I	20.95
30082 - Engineering Technician II	23.53
30083 - Engineering Technician III	26.31
30084 - Engineering Technician IV	32.61
30085 - Engineering Technician V	39.88
30086 - Engineering Technician VI	48.25
30090 - Environmental Technician	23.50
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	20.71
30362 - Paralegal/Legal Assistant II	25.69
30363 - Paralegal/Legal Assistant III	31.38
30364 - Paralegal/Legal Assistant IV	37.97
30390 - Photo-Optics Technician	27.33
30461 - Technical Writer I	21.27
30462 - Technical Writer II	25.98
30463 - Technical Writer III	31.44
30491 - Unexploded Ordnance (UXO) Technician I	23.05
30492 - Unexploded Ordnance (UXO) Technician II	27.89
30493 - Unexploded Ordnance (UXO) Technician III	33.43
30494 - Unexploded (UXO) Safety Escort	23.05
30495 - Unexploded (UXO) Sweep Personnel	23.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.35
30621 - Weather Observer, Senior (2)	26.38
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.50
31030 - Bus Driver	18.19
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.53
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	19.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.11
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	11.73
99310 - Mortician	29.98
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	16.51
99711 - Recycling Specialist	20.27
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	12.51
99830 - Survey Party Chief	21.61
99831 - Surveying Aide	13.43
99832 - Surveying Technician	20.54
99840 - Vending Machine Attendant	13.69
99841 - Vending Machine Repairer	17.76
99842 - Vending Machine Repairer Helper	13.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35\* per hour or \$134.00\* per week or \$561.60 per month

\* In accordance with Dept. of Labor ALL Agency Memo # 206 dated May 18, 2009

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including



**ATTACHMENT 3  
TERMS AND CONDITIONS**

**I. SCHEDULE OF SERVICES**

**01. DESCRIPTION OF SERVICES**

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

**02. CONTRACT TYPE**

Services shall be furnished via a separate Delivery Order placed against the Contract with a fixed hourly rate.

**03. ESTIMATED QUANTITIES**

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

**04. PRICES**

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

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

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

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

**C. Unbalanced Pricing**

**ATTACHMENT 3  
TERMS AND CONDITIONS**

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

**D. Contingency Pricing**

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

**E. Pricing of Services**

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

**G. Definitions**

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

**ATTACHMENT 3  
TERMS AND CONDITIONS**

continuing need for additional service arise, a contract modification will be issued by the government to provide for those services.

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

**II. PACKING AND MARKING**

**01. PAYMENT OF POSTAGE AND FEES**

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

**02. MARKING**

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

**III. INSPECTION AND ACCEPTANCE**

**01. CONTRACTOR'S RESPONSIBILITY**

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

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

- A.** Definition - "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B.** The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires
- C.** The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- D.** If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require

**ATTACHMENT 3  
TERMS AND CONDITIONS**

subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

**E.** If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may:

1. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
2. Reduce the contract price to reflect the reduced value of the services performed.

**F.** If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or
2. terminate the contract for default.

**IV. DELIVERIES OR PERFORMANCE**

**01. TERM OF CONTRACT**

After contract award, the Contractor shall be given notice to proceed on individual task orders and shall provide all contractual services, subject to the availability of appropriations if applicable, (see the Clause FAR52.232-18, Availability of Funds (APR 1984), contained within the Request for Quotes), commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about June 1, 2009 and conclude by September 30, 2009.

**02. OPTION TO EXTEND SERVICES**

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

**ATTACHMENT 3  
TERMS AND CONDITIONS**

**V. CONTRACT ADMINISTRATION DATA**

**01. SUBMISSION OF INVOICES**

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

**a. By mail:**

DHS, ICE  
Burlington Finance Center  
P.O. Box 1279  
Williston, VT 05495-1279  
Attn: FPS Region 11 Invoice

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

802-288-7658

**c. By e-mail:**

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

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

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

“...An invoice must include—

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

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

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

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

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

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

**02. PAYMENTS**

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

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

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

D. To verify the monthly payment for productive man-hours, the CO's designated representative may compare the man-hours required in the task order with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor and funded on the contract/task order. If variances are noted between the invoice and the DHS Form 139, the Government will propose a contract deduction. For example, If the task order required

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that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the DHS Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

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

**03. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE**

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

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

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

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

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

**A. Contracting Officer (CO)**

1. The CO for this award is Susan J. Little, 215-521-2258, susan.little@dhs.gov.
2. Administrative Contracting Officer is Susan J. Little.
3. The CO has the overall responsibility for the administration of the order. The CO alone is authorized to take action on behalf of the Government to amend,

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modify or deviate from the order terms and conditions; make final decisions on unsatisfactory performance; terminate the order for convenience or default; and issue final decisions regarding questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

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

1. The COTR for the order is:

Teddy England: teddy.england@dhs.gov

2. The COTR is designated to assist the CO in the discharge of their responsibilities when they are unable to be directly in touch with the CONTRACT/Order work. In the event that the COTR is absent or unavailable, another COTR Alternate will be designated. The responsibilities of the COTR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the CONTRACT Call Order, acting as the Government's representative in charge of work at the site(s); ensuring compliance with the CONTRACT/Order requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.

3. After award of the CONTRACT/Order, the CO will issue a written Delegation of Authority memorandum to the COTR that details the scope of duties the COTR is authorized to perform and manage. The COTR cannot make any decisions regarding the performance of the task order except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.

4. The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not part of the Contract/Order or part of the COTR's designated duties as outlined in the memorandum. The CO will then make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.

**VI. CONTRACT CLAUSES**

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

**01. Clauses Incorporated by Reference.** The following Clauses are incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NUMBER  
52.203-5

TITLE  
Covenant Against Contingent Fees

DATE  
APR 1994



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52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-8	Annual Representations and Certifications	JAN 2006
52.209-5	Certification Regarding Debarment, Suspension Proposed Debarment, and Other Responsibility Matters	DEC 2001
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions-Commercial Items	SEP 2005
52.222-4	Contract Work Hours and Safety Standards Act — Overtime Compensation	JUL 2005
52.222-24	PreAward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-43	Fair Labor Standards Act and Service Contract Act Price Adjustment	NOV 2006
52.223-6	Drug-Free Workplace	MAY 2001
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.237-3	Continuity of Services	JAN 1991
52.245-1	Government Property	JUN 2007
52.245-1 Alternate I	Government Property	JUN 2007
52.245-9	Use and Charges	AUG 2005
52.249-2	Termination for Convenience of the Government	MAY 2004
52.249-8	Default	APR 1984
3052.204-70	Security Requirements for Unclassified Information Technology Resources	JUN 2006
3052.211-70	Index for Specifications	DEC 2003
3052.215-70	Key Personnel or Facilities	DEC 2003
3052.219-70	Small Business Subcontracting Reporting Program	JUN 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	DEC 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	DEC 2003
3052.228-70	Insurance	DEC 2003
3052.242.71	Dissemination of Contract Information	DEC 2003
3052.242-72	Contracting Officer's Technical Representative	DEC 2003
3052.245-70	Government Property Reports	JUN 2006

**02. Clauses Incorporated by Full Text**

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

The Government contemplates award of a IDIQ Contract with fixed hourly rates.

**FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the CONTRACT. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days before the CONTRACT expires.

(End of clause)

**FAR 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.

HOURLY	% OF BASIC HOURLY RATE
--------	------------------------

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<u>EMPLOYEE CLASS</u>	<u>MONETARY WAGE</u>	<u>AS FRINGE BENEFITS</u>
Guard 2 (armed)	GS-0085-5, Step 1	36.25%

PAID HOLIDAYS PROVIDED BY LAW:

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

VACATION OR PAID LEAVE AS REQUIRED BY LAW:

- (1) 2 hours of annual leave each week for an employee with less than three years of service.
- (2) 3 hours of annual leave each week for an employee with three but less than 15 years of service.
- (3) 4 hours of annual leave each week for an employee with 15 or more years of service.

WAGE DETERMINATION:

The various classes of service employees who will be employed in the performance of the contract(s) issued as a result of this Request for Quote must be paid the minimum monetary wage and shall be furnished fringe benefits that are in accordance with the applicable Wage Determinations and/or CBA for the particular area where a task order will be performed. Wage determinations are issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4-3 of 29 CFR Part 4 and will be provided with the individual task orders issued under the resultant contract(s). Contractors are fully responsible for compliance with the requirements of SCA and other labor laws as applicable. Payment of employees at less than the minimum required wages and/or fringe benefits are a violation of SCA.

(End of clause)

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

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

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Susan J. Little  
701 Market Street, Suite 4200  
Philadelphia, PA 19106

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

(End of clause)

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

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

(End of clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

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

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

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as

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amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

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

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

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

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

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

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

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

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

(End of clause)

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

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Treatment of Certain Rights.*

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

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

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

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

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

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

**INSURANCE REQUIREMENT**

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

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

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

(1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

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

(2) GENERAL LIABILITY

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

(3) AUTOMOBILE LIABILITY

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

(4) HAZARDOUS MATERIALS

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



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satisfactorily placed in the ultimate disposal facility or incinerated and compliance with all legal and environmental requirements have been accomplished.

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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commencing work on this contract unless this required is waived under Departmental procedures.

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

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

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

(End of clause)