

2. AMENDMENT/MODIFICATION NO. 000002	3. EFFECTIVE DATE 03/06/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/FPS/East CCG/Region 1 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/East CCG/Region 1 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Bethany McLaughlin Philadelphia PA 19106
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO. HSCEE1-08-R-00002
	9B. DATED (SEE ITEM 11) 03/06/2008
	10A. MODIFICATION OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 11)

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

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

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

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

1. Page 146, Requirements for Proposal Content, Page Limitations, sixth sentence...Remove page limitation for Table of Contents. The rest of the paragraph and the requirements and limitations therein remain unchanged and in full effect.
2. Post Exhibits - Attachment 1...Total hours have been added to read 96,215.75.
3. Statement of Work 11.4-F...Third sentence is amended to read that a qualifying score is 210 or better.
4. List of Exhibits, Exhibit 2D...Quantity of Traffic Control Safety Apparel is amended to read "3".

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR  <hr style="width: 80%; margin: 0;"/> (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <hr style="width: 80%; margin: 0;"/> (Signature of Contracting Officer)	16C. DATE SIGNED

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSCEE1-08-R-00002/000002

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>5. List of Exhibits, Exhibit 2E, Firearms and Ammunition, Paragraph A, fifth sentence...Model shall be amended to show "Smith and Wesson Model 10 +P, or equal". Salient characteristics and all other noted qualifications therein remain unchanged.</p> <p>6. Statement of Work 7.1-E...First sentence is amended to read: "The CM shall be located/provided with commercial office space, for which contractor shall bear all associated costs and expenses."</p> <p>7. Any additional questions must be received no later than Monday March 31 at 16:00.</p> <p>8. All other terms and conditions as previously established remain the same.</p>				

## Technical Questions and Responses

### HSCEE1-08-R-00002, Massachusetts & Rhode Island

**1. Question:** Can we obtain a copy of the seniority list for current employees for Sol# HSCEE1-08-R-00002?

**Answer:** A copy of the seniority list was attached to the previous Amendment.

**2. Question:** The instructions for submitting "Technical Proposal" provide a 12 page limitation. See II. Requirements for Proposal Content, (4) Page Limitations. Is the technical proposal 12 page limit correct?

**Answer:** Yes, the 12 page limit is correct. The RFP states "Excluding cover pages, past performance forms and questionnaires, the technical quote is limited to twelve pages with at least 12pt font and 1" margins. Pages beyond the page limitations will not be evaluated." For this acquisition, the narrative of one page or less for the Past Project Form is considered part of the form and is therefore excluded from the twelve page count. Past performance questionnaires are also not part of the page count. Any additional attachments will not be considered, or reviewed as part of the evaluation process.

**3. Question:** Refer to Statement of Work paragraph(s) 10.2 and 11.2-1 for identification of supervisor requirements. It is our understanding that supervisors as identified therein are covered under the service contract act and the applicable wage and benefits paid to supervisors are, as such, subject to wage escalation in accordance with the act and other applicable federal regulations. Will the government allow for price escalation at contract option year renewal for the increased costs for supervisors resulting from mandated by SCA wage escalation?

**Answer:** Bonafide supervisors as defined in the Code of Federal Regulations Title 29, Part 541 are exempt from the SCA. Consequently, any price escalations made by the Government under the provisions of FAR clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year & Option Contracts) will not cover any contractor initiated increases to the wages and fringe benefits paid to supervisors.

**4. Question:** What is the current contract price for HSCEE1-08-R-00002?

**Answer:** The total award contract ceiling was \$14,393,421.15.

**5. Question:** Section 11, Training:

(i) Do the incumbent security officers and supervisors currently meet the training requirements specified in this RFP?

**Answer:** As of March 1, 2008, all guards currently working on this contract should be trained to the current contract FPS standards; however, the awardee will be fully responsible, and bears the burden, for assuring that any guard utilized on this contract is trained to FPS standards.

(ii) Will the training records of the incumbent security officers and supervisors be provided by FPS to the successful offeror after contract award?

**Answer:** Yes, these records will be provided to the successful offeror after contract award.

**6. Question:** Section 12, Medical and Physical Qualifications:

(i) Do the incumbent security officers and supervisors currently meet the medical standards specified in this RFP?

**Answer:** As of March 1, 2008, all guards currently working on this contract should meet the current contract medical standards; however, the awardee will be fully responsible, and bears the burden, for assuring that any guard utilized on this contract meets FPS medical standards.

(ii) If yes, will the Standard Form 78s be provided to the successful offeror after contract award?

**Answer:** Yes, the SF78s of guards that are transitioning from the current contract to the new one will be provided to the successful offeror after contract award.

**7. Question:** Will a seniority list be provided to all bidders as to accurately determine vacation time?

**Answer:** Yes, a list was attached to the previous amendment.

**8. Question:** Will the previously-granted adjudications under the current contract retain their original expiration dates under the new contract?

**Answer:** No, all personnel will be subject to new HSPD-12 requirements. However, personnel that are working on the current contract will be granted pre-approval upon preliminary suitability screening completion, pending the outcome of the full adjudication process.

**9. Question:** Collective Bargaining Agreement: Are there any pending union grievances or arbitrations that are currently active and may be applicable to the successor contractor?

**Answer:** FPS does not have privity of contract between the incumbent contractor and the existing union.

**10. Question:** Collective Bargaining Agreement - Guard II (Norwood, Framingham, Hanover): Are officers in this category Armed or Unarmed?

**Answer:** These posts are currently unarmed.

**11. Question:** Will the Government consider extending the deadline for questions to Tuesday, March 18, 2008, since Attachment I was not distributed by FPS to some vendors after Thursday, March 13?

**Answer:** The date for receipt of questions is extended until Monday March 31, 2008 at 4:00 pm. However, the closing date for the RFP will remain at April 8, 2008. Please see this Amendment # 7.

**12. Question:** Does the Government have a preference regarding the city in which to locate the Contract Manager?

**Answer:** The Government's requirements are in accordance with 7.1 of the SOW. Please see this Amendment # 6 for updated 7.1 of SOW.

**13. Question:** Attachment I (Post Hours and Locations): Will this exhibit specifically call out relief locations, as well as which posts are armed and which posts are unarmed?

**Answer:** Refer to Schedule notes, page 10 of the RFP, Please contact [bethany.mclaughlin@dhs.gov](mailto:bethany.mclaughlin@dhs.gov) for exhibit documents.

**14. Question:** Is office space currently being provided to the incumbent contractor at no charge or should all offerors include this cost in their bids?

**Answer:** Please refer to this Amendment # 6 for updated 7.1 E of the Statement of Work.

**15. Question:** Page 39, Section 11.9: The contractor is responsible for conducting training on non-lethal weapons.

(i) Have the incumbents been trained to use secondary weapons, such as OC spray?

**Answer:** Not at this time.

(ii) Is OC spray or other spray repellent required for the new contract?

**Answer:** Not at this time.

(iii) If so, what initial and refresher training hours are required

for each item?

**Answer:** Not applicable at this time. Please refer to Statement of Work 11.9, Paragraph A, regarding Other Special Training.

**16. Question:** Page 88, Exhibit 2C, Contractor Furnished Uniform Items: For the duty equipment listed, there is no description provided by the Government regarding its preference for either leather or nylon. Does the Government have a preference?

**Answer:** FPS does not have a preference; however the duty equipment must be consistent for all uniformed personnel working on the contract, in accordance with 15.2-3 of the SOW.

**17. Question:** Page 90, Exhibit 2D, Contractor Furnished Supplementary Equipment Requirements: The third item on this list is Traffic Control Safety Apparel. There is no required quantity listed for these items. Can the Government clarify if these items are required for each officer, each post, or each building?

**Answer:** These items are required on posts handling traffic duties, such as garages, loading docks, parking areas, etc. Based on current requirements, quantity is at or about 3, in total. Please see this Amendment # 4.

**18. Question:** Page 91, Exhibit 2E, Contractor Furnished Firearms and Ammunition: It states that the "firearms shall be a fixed site revolver, .38 caliber, Smith and Wesson Model 13, or equal..." The Model 13 was discontinued in 1999 and was a .357 caliber.

(i) Does the Government want a .38 caliber or a .357 caliber weapon?

**Answer:** .38 caliber +P

(ii) Will the Model 10 or Model 64, both .38 caliber, be acceptable to the Government?

**Answer:** Model 10 +P or equal will be acceptable. Please refer to this Amendment # 5 for revised Exhibit 2E.

**19. Question:** Part IV, Section III(1)(b) (p. 147), Quality of Past Performance: The Past Performance Questionnaire was not attached to the solicitation document. Will the specific form required by the Government be provided to all bidders?

**Answer:** A copy was attached to the previous amendment, and has also been posted at [www.fbo.gov](http://www.fbo.gov).

**20. Question:** The Proposal is limited to 12 pages. The requirements within the SOW (50 pages) (and Section L) far exceed the ability to define a creditable response to 12 pages. For example 6 project references will take up 1/2 of the entire technical proposal and “detailed” transition, subcontractor, contract staffing and supervisory plans will also require significantly more pages than the remaining 6 pages. Without an increase in the page count, the contractor proposal will be limited to saying that we will comply with the requirements because we have the experience you are looking for. Will the government increase the Page limitation to 50 pages in order to allow relevant and creditable information to be explicated within the proposal for the SSEB? Previous DHS FPS proposal requirement having 12 Page limits have been increased.

**Answer:** The RFP states “Excluding cover pages, past performance forms and questionnaires, the technical quote is limited to twelve pages with at least 12ptt font and 1” margins. Pages beyond the page limitations will not be evaluated.” For this acquisition, the narrative of one page or less for the Past Project Form is considered part of the form and is therefore excluded from the twelve page count. Past performance questionnaires are also not part of the page count.

**21. Question:** The table of contents is limited to a single page. This requirement serves no viable purpose in that the table is not included in the page count. The table of contents must be allowed to fully identify each and every paragraph within the body of the technical proposal in order to provide the SSEB with a road map to link the RFP, Sections L & M to the contractor’s proposal. Will the Government remove this requirement?

**Answer:** The requirement limiting the Table of Contents to one page has been removed. Please see this Amendment # 1. However, it should also be noted that the Table of Contents is not included in the evaluated pages.

**22. Question:** The proposal is due the first of April. It was released the 6th of March. Normal proposal activity within the Government provides for a 30 day response time from interested venders. Will the Government consider extending the due date until April 8 (at a minimum) to provide for ample stewardship of the proposal?

**Answer:** Previous Amendment extended closing date to April 8, 2008.

**23. Question:** Will the government consider electronic submissions? Several recent procurements through DHS FPS have accepted electronic transmissions of proposals followed by a mailed hard copy.

**Answer:** Please submit hard copies of your proposals, in accordance with the instructions in the solicitation.

**24. Question:** The RFP includes one CBA between C&D Security and the SPFPA union. Does this one document cover all sites within Massachusetts and Rhode Island or are there other governing DOL wage determinations that apply, if so, please provide the appropriate DOL WD's.

**Answer:** All sites are covered by the existing CBA.

**25. Question:** Will the government consider adding a CLIN to the base Period to cover Phase In?

**Answer:** The offeror's hourly rate shall be inclusive of all the offeror's direct costs, indirect costs and profit and include all costs associated with providing the services described in the Statement of Work (e.g. relief, training, vacation, sick time, etc) Please submit proposals in accordance with CLINs and hours highlighted in Schedule B of the solicitation.

**26. Question:** We have requested the Post assignment and post hours chart for this procurement. Is it available? When will the Government release it? When released can the Government provide it in MS excel Spreadsheet format?

**Answer:** Please see Question #13.

**27. Question:** Will there be on site parking for Guards at each site listed in the post assignment chart?

**Answer:** Government does not provide parking.

**28. Question:** The Technical Volume has a 12 page limit. However, with the requirement for up to six reference write-ups and the contents of the Management Approach section, it will be difficult to provide the type of information FPS desires within 12 pages. Will FPS increase the page limit on the Technical Volume?

**Answer:** Please see Question # 20.

**29. Question:** There was no Past Performance Questionnaire provided with the solicitations. Please provide an electronic copy of the questionnaire to enable bidders to send it to their references.

**Answer:** Please see Question # 19.

**30. Question:** We understand the solicitation requires .38 revolvers. Does FPS plan to replace these weapons with 9 mm weapons in the near future?

**Answer:** Replacement of existing weapons has not been determined at this time. Please submit proposals in accordance with existing guidelines.

**31. Question:** How many weapons are required at each site?

**Answer:** Each armed guard is required to carry a firearm.

**32. Question:** Please provide a list of the cities/towns in which service is required.

**Answer:** Please see Question # 13.

**33. Question:** Please provide the hours of weekly service per location.

**Answer:** Please see Question # 13.

**34. Question:** It is unclear as to whether the CBAs will apply to all the locations in under the solicitations. Please indicate which sites are covered by the CBAs attached with the solicitations and which sites are covered by the Wage Determination Schedule.

**Answer:** All sites listed are covered under current CBA.

**35. Question:** Will FPS provide the Contract Manager for both CT and MA/RI with office space and allow the use of its copiers/fax machine for contract business purposes?

**Answer:** See this Amendment # 6 for an updated 7.1 E of the Statement of Work. The awardee is responsible for costs and meeting the requirements of the SOW.

**36. Question:** The solicitation indicates that the cost for supervision must be factored into the bill rate, as this is not directly billable. We understand that this

applies to the Contract Manager and any Site Supervisors. However, does this apply to the shift supervisors as well, or are they billable?

**Answer:** Please refer to Pricing Schedule and submit pricing in accordance with CLINs.

**37. Question:** The RFP indicates that firearms must be stored off-site (not on Federal property). However, most states do not allow security personnel to carry their firearms off site. Therefore, will FPS allow the contractor to store its site-required firearms/ammo at each of the facilities where armed personnel are required?

**Answer:** In accordance with SOW 15.2-2, Section D, Paragraph 5, weapons and ammo are to be stored off-site.

**38. Question:** How long does it typically take for FPS to issue a temporary Entry on Duty (EOD) decision?

**Answer:** See SOW 17.1, Section B, Paragraph 2.

**39. Question:** Please list the positions/posts for which government security clearances are required.

**Answer:** The Statement of Work 17.1 A, states: All personnel performing on this Contract must meet HSPD-12 requirements.

**40. Question:** Exhibit 2A seems to indicate that the contractor must provide at least 1 communication device for each site. However, it is not clear how many devices are required at the sites with 2 or more officers ("Sites with two or more officers require communication devices with the ability to communicate among all the contract officers at that site.") If more than 1 communication device is required at the sites with 2 or more officers, please indicate how many are required at those sites.

**Answer:** Guards located at multi-guard sites need to have the capability to communicate with each other.

**41. Question:** Will cell phones be acceptable communication devices at all the sites, unless there are sites where the radio was specifically required

**Answer:** Direct connect cell phones are acceptable.

**42. Question:** How many base stations is the contractor to provide (e.g., one for every site)?

**Answer:** This may be determined by the contractor, based on proposed communication plan.

**43. Question:** Please confirm that the annual weapons training must be at least 40 hours (which includes 8 hours for baton). (Reference Exhibit 4F)

**Answer:** BASIC FIREARMS TRAINING is identified in Exhibit 4E and indicates 40 hours of FIREARMS training. ANNUAL FIREARMS REFRESHER TRAINING is detailed in Exhibit 4F and indicates 8 hours of both firearms and baton. The additional 40 hours of training discussed in 4F is in reference to SOW 11.2-1C, which identifies guard refresher training every three (3) years which is 40 hours of training in all areas of the SGIM which would include firearms training equal to the ANNUAL FIREARMS REFRESHER TRAINING, which is 8 hours.

**44. Question:** Under the Relevant Prior Experience section of the Technical Volume, will FPS allow bidders to include experience references from bidder's corporate officers or is this section restricted to the contracts the company itself has held? Please note that only FPS solicitations for guard services in the past 6 months have allowed bidders to use the experience from its corporate officers.

**Answer:** This section is restricted to contracts the company itself has held.

**45. Question:** When the CBAs indicate they exclude supervisors, does this mean the shift supervisors or just the Contract Manager and any site supervisors?

**Answer:** Please refer to Article 2, Paragraph 2.1 of CBA. The incorporated CBA is as was submitted to the Government. Refer to NLRA for additional clarification, if necessary.

**46. Question:** The CBA mentions semi-annual firearms training/requalification, but the solicitation only mentions annual training in this area. Please clarify how many hours of firearms training/requalification FPS requires and how often per year (other than the initial firearms training).

**Answer:** Please see Question # 43.

**47. Question:** Can we please obtain a seniority list of all current employees, to include start dates and current vacation balances?

**Answer:** Please refer to Question # 1.

**48. Question:** Please provide a list of all training for current staff in order to correctly calculate annual training dates accordingly.

**Answer:** This will be made available to the successful bidder after award of contract.

**49. Question:** Please confirm that there is no requirement for the contractor to pay a pension allotment in the CT CBA.

**Answer:** The incorporated CBA is as was submitted to the Government.

**50. Question:** Can you provide a list of site locations and posts including post time schedules armed or unarmed, and security clearance required?

**Answer:** Please refer to Question # 13.

**51. Question:** Will a site visit be scheduled or allowed?

**Answer:** Site visits will not be scheduled or allowed.

**52. Question:** Will a current employee seniority list be provided to determine vacation eligibility?

**Answer:** Please see Question # 1.

**53. Question:** Will employee leave time be "cashed out" by current vendor or will new contractor be required to fund accumulated leave time?

**Answer:** FPS does not dictate hiring practices.

**54. Question:** In accordance with section 11.2-1 paragraph B "additional training may be required if or when equipment or technology is changed". Will this training be a billable expense?

**Answer:** Typically, training for new/changed equipment or technology is done on the job. However, each case would have to be reviewed individually. If additional costs are to be incurred, the awardee would be responsible for notifying and obtaining authorization from the Contracting Officer (CO) in

advance, before any costs are incurred. If authorization is not obtained from the CO in advance, the awardee will be held responsible for the cost of the training.

**55. Question:** On pg. 147 of RFP # HSCEE1-08-R-00002 under (a) Relevant Prior Experience on Similar Projects, it is stated "Offerors shall submit a **maximum of six(6) and a minimum of three (3) contracts** for evaluation that were actively on-going during the time period January 2003 *to the date established for receipt of the proposals [emphasis added].*"

1. Does it mean that we can only submit contract information for contracts that were active during Jan. 2003, and **that will be** active and ongoing until April 1, 2008, the date for receipt of the proposals? Please clarify.

**Answer:** Experience submitted in this section shall not pre-date January 2003. In accordance with requirements, experience submitted should be similar in magnitude and complexity.

2. Can we submit contracts which were ongoing in 2003 and completed in 2006, 2007, or even by January 2008?

**Answer:** Refer to first answer for Question # 55.

3. Can we submit contracts which were initiated after January 2003 and completed in 2006, 2007, or even by January 2008?

**Answer:** Refer to first answer for Question # 55.

**56. Question:** Under firearms training it states a qualifying score of 80% or better but the exhibit shows a score of 210. Which score would be required?

**Answer:** A score of 210 is required. Please see this Amendment # 4.

**57. Question:** It is our intent to sub-contract all of the RI locations to another, small business. Currently, we do not possess a license in RI. My question is: Are there any restrictions that we need to be aware of related to our intentions for this solicitation?

**Answer:** Please see clause 52.219-14 Limitations on Subcontracting (Dec 1996). The Government has no privity of contract between a prime and a subcontractor. It is the prime's responsibility to ensure that all requirements of the RFP must be met by the subcontractor.

**58. Question:** In the RFP it states a .38 Caliber S&W Model 13. I believe that this model has been discontinued it was a .357 caliber, I believe the replacement is a S&W 619 w/ 7 round capacity in .357 Stainless? Should this be a Model 10?

**Answer:** We require a .38 +P ammunition. This is a higher velocity than normal .38 ammunition. A Mod. 10 S&W .38 weapon will not handle this ammo. A Mod.13 S&W will. S&W informs us that they no longer manufacture the S&W Mod. 13. It is our understanding that they now manufacture a "MOD.10 +P" revolver which will handle the +P ammunition. Other manufacturers do not have the problem with +P ammo with their standard .38 revolvers. No revolver is chambered for "7 rounds". They are all "6 rounds". Please see this Amendment # 5.