

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 198	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER HSCEE1-08-R-00001		6. SOLICITATION ISSUE DATE 03/06/2008
FOR SOLICITATION INFORMATION CALL:		a. NAME Bethany McLaughlin			b. TELEPHONE NUMBER (No collect calls) (215) 521-2269		8. OFFER DUE DATE/LOCAL TIME 04/01/2008 1600 ET
9. ISSUED BY ICE/FPS/EAST 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				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS NAICS: 561612 SIZE STANDARD: \$17.0 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO See Schedule		16. ADMINISTERED BY 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		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		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
	This requirement is for security guard services at, but not limited to, the following locations: Connecticut, statewide				
0001	Armed Guard Services for Connecticut Base Period		HR		
0002	Unarmed Guard Services for Connecticut Base Period Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		HR		

25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)							
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				<input type="checkbox"/> 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.				<input type="checkbox"/> 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)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED					

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0003	Temporary Additional Armed Guard Services for Connecticut Base Period		HR		
0004	Temporary Additional Unarmed Guard Services for Connecticut Base Period		HR		
0005	Armed Guard Services for Connecticut Option Period 1		HR		
0006	Unarmed Guard Services for Connecticut Option Period 1		HR		
0007	Temporary Additional Armed Guard Services for Connecticut Option Period 1		HR		
0008	Temporary Additional Unarmed Guard Services for Connecticut Option Period 1		HR		
0009	Armed Guard Services for Connecticut Option Period 2		HR		
0010	Unarmed Guard Services for Connecticut Option Period 2		HR		
Continued ...					

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

RECEIVED INSPECTED NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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
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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 (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0011	Temporary Additional Armed Guard Services for Connecticut Option Period 2		HR		
0012	Temporary Additional Unarmed Guard Services for Connecticut Option Period 2		HR		
0013	Armed Guard Servcies for Connecticut Option Period 3		HR		
0014	Unarmed Guard Services for Connecticut Option Period 3		HR		
0015	Temporary Additional Armed Guard Services for Connecticut Option Period 3		HR		
0016	Temporary Additional Unarmed Guard Services for Connecticut Option Period 3		HR		
0017	Armed Guard Services for Connecticut Option Period 4		HR		
0018	Unarmed Guard Services for Connecticut Option Period 4		HR		
0019	Temporary Additional Armed Guard Services for Connecticut Option Period 4		HR		
0020	Temporary Additional Unarmed Guard Services for Connecticut Option Period 4		HR		

PART I - The Schedule

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 in the State of Connecticut. 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.

Please e-mail bethany.mclaughlin@dhs.gov for a copy of the Post Exhibit - Attachment I (see below) and any questions related to this solicitation.

The following fixed rates, inclusive of all indirect costs, G&A, material handling, and profit, shall apply for payment purposes for the Prime Contractor for the duration of the contract.

Offerors shall include sufficient costs for all expenses, including performing the administrative contract management functions identified in the statement of work, any applicable insurance, report preparation, salaries, supervision costs, overhead and profit in the fixed labor unit price costs.

BASIC SERVICES

Base Ordering Period (estimated July 1, 2008- June 30, 2009):

CLIN	Description	Qty	Unit of Issue	Rate	Est. Total Amount
0001	Guard II Armed	72,400	HR	\$_____	\$_____
0002	Guard II Unarmed	30,725	HR	\$_____	\$_____
0003	Armed Temporary Additional Services	475	HR	\$_____	\$_____
0004	Unarmed Temporary Additional Services	475	HR	\$_____	\$_____
Base Ordering Total					\$_____

Option I Ordering Period (estimated July 1, 2009- June 30, 2010):

CLIN	Description	Qty	Unit of Issue	Rate	Est. Total Amount
0005	Guard II Armed	72,400	HR	\$_____	\$_____
0006	Guard II Unarmed	30,725	HR	\$_____	\$_____
0007	Armed Temporary Additional Services	475	HR	\$_____	\$_____
0008	Unarmed Temporary Additional Services	475	HR	\$_____	\$_____
Option I Ordering Total					\$_____

Option II Ordering Period (estimated July 1, 2010- June 30, 2011):

CLIN	Description	Qty	Unit of Issue	Rate	Est. Total Amount
0009	Guard II Armed	72,400	HR	\$_____	\$_____
0010	Guard II Unarmed	30,725	HR	\$_____	\$_____
0011	Armed Temporary Additional Services	475	HR	\$_____	\$_____
0012	Unarmed Temporary Additional Services	475	HR	\$_____	\$_____
Option II Ordering Total					\$_____

Option III Ordering Period (estimated July 1, 2011- June 30, 2012):

CLIN	Description	Qty	Unit of Issue	Rate	Est. Total Amount
0013	Guard II Armed	72,400	HR	\$_____	\$_____

0014	Guard II Unarmed	30,725	HR	\$ _____	\$ _____
0015	Armed Temporary Additional Services	475	HR	\$ _____	\$ _____
0016	Unarmed Temporary Additional Services	475	HR	\$ _____	\$ _____
Option III Ordering Total					\$ _____

Option IV Ordering Period (estimated July 1, 2011- June 30, 2012):

CLIN	Description	Qty	Unit of Issue	Rate	Est. Total Amount
0017	Guard II Armed	72,400	HR	\$ _____	\$ _____
0018	Guard II Unarmed	30,725	HR	\$ _____	\$ _____
0019	Armed Temporary Additional Services	475	HR	\$ _____	\$ _____
0020	Unarmed Temporary Additional Services	475	HR	\$ _____	\$ _____
Option III Ordering Total					\$ _____

Grand Total = Base Year Total + Option Year I Total + Option Year II Total + Option Year III Total + Option Year IV Total. This is the Evaluated Price.

Estimated Grand Total \$ _____

Schedule Notes:

This is an indefinite quantity; indefinite delivery type contract being conducted under a competitive small business set aside acquisition utilizing FAR 12 procedures. The Government will issue fixed price task orders from the contract based on the information contained within each ordering period. The hours identified above are for productive hours only and represent the maximum number of hours that the Government may order within that given period. Task orders will be issued based on the information contained within the post exhibits (see Attachment I-requested by e-mailing bethany.mclaughlin@dhs.gov) which includes the post description, number of posts, post coverage times, clearance level, armed or unarmed post, relief required, etc.

Minimum and Maximum Quantities:

The quantities specified in the schedule are estimates only. The estimated quantity for each line item may be greater or less than the amount specified as long as the contract maximum amount is not exceeded.

As referred to in paragraph (b) of the “Indefinite Quantities” clause of this contract, the total contract minimum quantity is a total of \$100,000 worth of orders at the contract unit price(s). The amount of all orders shall not exceed **TO BE COMPLETED AT CONTRACT AWARD**. If the ceiling amount is exceeded, the contractor does so at their own risk. The contract maximum is the total ceiling amount of the contract inclusive of all options.

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 option period, in order to be considered for award. Contractors submitting partial pricing information shall be ineligible for award.

B. Department of Labor Wage Determination for the State of Connecticut

1. The minimum wage rates and fringe benefits applicable to the Base Year are outlined in the applicable U.S. Department of Labor Wage Determinations and Collective Bargaining Agreements included under Attachment 8.

2. The applicable job classification under this solicitation is: **Guard II**. These classifications reflect the minimum wage rates that the Contractor must pay to all employees working under the contract. 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. Additional Ordering Period Pricing

1. Contractors shall price the additional order periods for the four (4) additional 12-month periods by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the Base Year will apply to the four (4) additional 12-month periods.

2. In the event the Government exercises an available ordering period, the Government shall provide the Contractor with the most current Department of Labor wage determination. The Contractor shall pay all employees covered by Fair Labor Standards Act and Service Contract Act at least the wages and fringe benefits cited on the new wage determination, effective with the start date of the new additional ordering period.

3. Additional Ordering Period prices will be adjusted in accordance with FAR clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi & Option Contracts) (May 1989). The awardee is required to furnish copies of the

Contractor's payrolls prior to starting work and to accompany any request for an adjustment to the additional ordering period pricing.

D. Unbalanced Pricing

Each contractor is cautioned that its pricing quote 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 quote 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.

E. 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). Refer to the clause for the full text. 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.

F. Pricing of Services

1. The hourly prices quoted below must be inclusive of all direct costs, indirect costs, and profit. 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 Rates for any temporary additional services performed within 72 hours of the notification to initiate such service. The Contractor will be compensated at the Basic Service Rate for any such services performed after the 72 hour notification period has expired.

- a. In the event other agencies contact the Contractor to request Temporary Additional Services, the Contractor shall notify the FPS Contracting Officer within eight hours of such request.
- b. This temporary Additional Service provision is intended to satisfy the Government's short term, non-recurring needs for service. Should a continuing need for additional service arise, a contract modification will be issued by the government to provide for those services.

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

Statement of Work

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
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)
SGIM	Security guard Information Manual
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 number HSCEE1-08-00001
- 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 to the COTR and CO 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 COTR 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.

- C. During the start up and performance of the task order, the COTR and the Contractor shall meet at least monthly to discuss all relevant contract issues. The Contractor and the COTR or CO 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 Connecticut.
- 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. All armed guards shall carry permit or proper state certification to carry weapons off site. Guards must have the ability to travel to and from their duty station with their weapons
- I. 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.
- J. 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 to the CO and the COTR for FPS review and approval. 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. A summary report of Quality Control Inspections from the previous month shall be submitted on the 2nd Friday of each month. At a minimum, the summary report shall include the following:

Total # Post on Contract
Total # Posts Inspected
Total # Posts Not Inspected (if applicable)

All Deficiencies & Exceptional performance shall be listed in the following manner:

Building # (MA0000)
Post Location (Federal Building - Hartford, CT – Lobby)
Guard's Name
Exceptional/Deficient performance noted during inspection
Corrective, Disciplinary, Award Actions (include pending actions)*

*Quality Control Summary shall include corrective actions taken or follow up on any actions not resolved from prior inspections.

In addition, the following documents shall be submitted with the Quality Control Summary Report:

1. Updated Employee Roster (identifying current % of reserve force, new hires & terminations <include reason for terminations>)
 2. Updated Firearms Roster
 3. Updated Training Certifications Log (Spreadsheet)
 4. Updated Communications Listing
 5. Schedule of Upcoming Training
 6. Recipients of Contractor Incentive Program (i.e., Tuition Reimbursement, Attendance Award, Officer of the Month, Commendations, Referral Bonuses)
 7. List of Employees randomly selected for drug screening (if applicable)
- E. 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 data base programs, and ensuring visitors are presented for appropriate personnel and package screening. Security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders.
- 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

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.

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

6.3-5 Security and Fire Systems

- A. Security guards shall monitor and operate building fire alarm, environmental and intrusion detection systems, closed circuit television systems, automated access control systems, package and personnel screening systems, communications systems, and other protection devices or building equipment located on or near the post, in accordance with the Post Orders.
- 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 CM shall be located/provided with commercial office space. 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. Specific hours of supervision will not be required under this Contract. Instead, the Contractor shall be responsible for providing a level of supervision sufficient to ensure effective performance by the productive security guards over the course of this Contract, as agreed to by the Government as part of the Contractor's technical proposal and incorporated into the Contract upon Contract award.

The Contractor should factor the costs for maintaining the recommended supervision into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

- B. In the event that the Government determines that the supervision provided by the Contractor is insufficient to effectively manage the security guards, the Government and Contractor shall meet to discuss the Contractor's Supervision plan and ways in which the Contractor's performance can be improved.

- C. The Government recommends that the Contractor maintain on site supervision during post hours (0600 to 1800) at the following locations:

Hartford, CT
Hartford, CT
New Haven, CT

The Contractor should factor the costs for maintaining the recommended supervision into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

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 must maintain at a minimum a reserve force equivalent to at least 10% of the existing security guard force for each separate state included in the contract at any given time.
- C. 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.

11 Training

11.1 General

- A. 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.
- B. The Training Syllabus is located in Exhibit 4. 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.
- C. 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. Government firearms monitoring, testing, and training will take place Monday through Friday excluding Saturday, Sunday, and Holidays, or on a mutually acceptable date and time of the COTR/Inspector.

- D. The Contractor shall also bear all costs and responsibilities related to their employees' attendance at the training and examinations, including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the offering price, as they will not be itemized or paid for separately by the Government after Contract 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. Firearms qualifications will be monitored by an FPS COTR/Inspector. Qualification not monitored by a FPS official will not be deemed acceptable for the purposes of this contract.
- B. The Contractor is responsible for providing forty (40) hours of weapons training prior to sending the Contract employees to a firing range for the initial range qualification test session. Of the forty hours, twenty-four (24) hours will be actual training/shooting time on a firing range.

- C. The Contractor employee must carry the same weapon, identified by its serial number, with which they qualify on the firing range. The Contract employee must qualify using their duty ammunition.
- D. For firearms training/qualification, all FPS security guards are required to wear their duty uniform to include footwear, issued gun belt, holster and keepers.
- E. 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.
- F. Each firearms qualification “session” consists of no more than two (2) attempts to qualify. If unsuccessful, the second attempt must be completed immediately after the first attempt. A qualifying score is 80% or better. See Exhibit 4E. If the contract employee fails to qualify during the first session, the employee must attempt to qualify within 30 days at a second qualification session. Before attempting to qualify in the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training. The Contractor is responsible in determining what training the employee will need to complete in order to successfully qualify. After failing the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training prior to each session (2 attempts) at qualification by the employee. The employee cannot commence working on contract until successfully achieving a qualifying score. The Contractor shall document the employee’s file with any and all remedial training given to enable the employee to pass the firearms course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable Contract employees to annually re-qualify on the course.
- G. 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. 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.
- H. 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.
- I. 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.

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. 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. 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 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 uniformed 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. The Contractor is responsible for providing any training required by state or local jurisdictions pertaining to the use or carriage of any lethal or less-than-lethal weapons

(i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stun weapons, etc.), equipment, or devices required in this Task Order.

- B. In certain cases, the Contractor's employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided when the requirement arises. The Contractor will be required to schedule the training, to 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 (42 USC 12101-12213), (Pub. L. 101-336) (ADA) and the Rehabilitation Act of 1973 (29 U.S.C. 790-794).

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 Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision.
2. **Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels. 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 or at: <http://wmcare.samhsa.gov>.¹ The Contractor is strongly urged to use one of the laboratories listed on SAMHSA's "Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies," which is accessible via the Internet at: www.health.org/labs/index.htm or at: <http://wmcare.samhsa.gov>. This list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA's current list, the Contractor must verify whether the laboratory's methodology conforms to SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.

- D. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this 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.

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 12.4 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.

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

- 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.
- B. 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.
- C. 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 Contractor 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

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

Contractor shall provide one (1) 4-watt radio or better for each guard and/or supervisor (currently, this number is 7) at one of the Federal Buildings located in Hartford, CT. This requirement applies specifically to this site due to the structural make-up of the building, and is necessary for adequate clear communications. Site location will be disclosed to awardee at time of award.

- C. 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.
- D. 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. Firearms shall be furnished by the contractor to equip each armed guard and supervisor with their own individually assigned firearm. Firearms shall be issued to each individual requiring a firearm and not to the post(s) to which they are assigned. All weapons must be new (not used or refurbished) and the property of the contractor.
 3. 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.
 4. The Contractor shall provide all training for primary and any additional or intermediate weapons used under the contract.
 5. Contractor equipment (Firearms and Ammunition) will be stored by the contractor off Federal property. Additional ammunition shall be provided, stored, and secured by the Contractor. Old duty ammunition will be periodically rotated with new ammunition.
 6. 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.

7. 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.
8. On-site supervisors and security guards shall account for all firearms.

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 meet HSPD-12 requirements and 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;² this does not include the FPS Written Exam.
 4. After the Contractor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the Contractor shall submit the following information to the 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 11.)
 - 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 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

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

under FPS contracts. Possession of an FPS certification card does not waive any other contract requirement.

- F. 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.
- G. 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" (plus one copy);
 - 3. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (plus one copy);
 - 4. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (plus one copy);
 - 5. Foreign National Relatives or Associates Statement (plus one copy);
 - 6. Lautenberg Amendment Statement (plus one copy);
 - 7. Drug Questionnaire (plus one copy);
 - 8. Alcohol Questionnaire (plus one copy).
 - 9. Financial Disclosure Report (plus one copy);
 - 10. Contractor Information Worksheet.

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

guard service contract. This requirement also applies to Contract employees whose unfavorable adjudication is pending appeal. Disqualifying information includes but is not limited to the following:

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

2. Lawful Permanent Residents are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.
- J. FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. FPS may, as it deems appropriate, authorize and grant temporary clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

18 Security Clearance Requirements

18.1 Background Investigations

- 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 Section J, 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 or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and for NRC at www.nrc.gov. Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to be

assigned to classified areas. (See Part III, Section J, 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 Section J, 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 Section J, 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 Section J, 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 any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this 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.

PART I I - Contract Clauses

52.212-4 -- Contract Terms and Conditions -- Commercial Items (Feb 2007)

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

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

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

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

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

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

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

(i) *Payment.*

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

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

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

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

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

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

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

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

The specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items (Dec 2007)

(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) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(2) [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:

[Contracting Officer check as appropriate.]

- (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](#)).
- (2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).
- (3) [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](#)).
- (4) [Reserved]
- (5)(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](#).
- (6)(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](#).
- (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (8)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2007) ([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](#).
- (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) ([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](#).
- (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- (15) [52.219-28](#), Post Award Small Business Program Representation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).
- (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (20) [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](#)).
- (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- (22) [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](#)).
- (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of [52.222-50](#).
- (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).

- ___ (ii) Alternate I (Aug 2000) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- ___ (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- ___ (27)(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](#).
- ___ (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- ___ (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([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](#).
- ___ (30) [52.225-5](#), Trade Agreements (Nov 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- _X_ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- _X_ (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- ___ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ___ (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).
- ___ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (40)(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:

[Contracting Officer check as appropriate.]

- _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.*).

*This Statement is for Information Only:
It is not a Wage Determination*

EMPLOYEE CLASS	HOURLY MONETARY WAGE	% OF BASIC HOURLY RATES AS FRINGE BENEFITS
Guard II	\$ 15.50	32.85

SICK LEAVE REQUIRED BY CBAs:

See individual CBAs for specific methodology

PAID HOLIDAYS PROVIDED BY CBAs –

See individual CBAs for specific days

VACATION OR PAID LEAVE AS REQUIRED BY CBA

See individual CBAs for specific days

VACATION OR PAID LEAVE AS REQUIRED BY CBA

See individual CBAs for specific days

__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 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

__ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.219-8](#), 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.

- (ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
 - (iii) [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](#)).
 - (iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).
 - (v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).
 - (viii) [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.*).
 - (ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (x) [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.

ADDENDUM TO FAR CLAUSE 52.212-4

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

FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEPT 2007)
FAR 52.204-2	Security Requirements (AUG 1996)
FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
FAR 52.204-7	Central Contractor Registration (July 2006)
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 \$5,000,000
	(b)(2) in excess of \$5,000,000
	(b) (3) within 10 days
	(d) within 2 days
FAR 52.216-22	Indefinite Quantity (OCT 1995)
	(d) To Be Determined
FAR 52.217-8	Option to Extend Services (NOV 1999)
	... within 15 days before the expiration of the contract.
FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000)
	... within 10 days
	... at least 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 52.242-15	Stop-Work Order (AUG 1989)

FAR 52.246-4	Inspection of Services—Fixed-Price (Aug 1996)
HSAR 3052.215-70	Key personnel or facilities (DEC 2003) - Contract Manager & Supervisors
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 (DEC 2003)
HSAR 3052.242-71	Dissemination of Contract Information (DEC 2003)
HSAR 3052.242-72	Contracting Officer's Technical Representative (DEC 2003)
HSAR 3052.245-70	Government Property Reports (JUN 2006)

The following contract clauses are hereby incorporated by full text:

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 1 Invoice

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

802-288-7658

c. By e-mail:

Invoice.Consolidation@dhs.gov

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

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

“...An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)

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

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

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

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

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

Invoices without the above information may be returned for resubmission.

PAYMENTS

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

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

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

D. To verify the monthly payment for productive man-hours, the Contracting Officer's Technical Representative may compare the man-hours required in the Order with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor. If variances are noted between the invoice and the GSA Form 139, the Government will propose 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.

HSAR 3052.204-70 Security Requirements for Unclassified Information Technology Resources (Jun 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all

or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within 60 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

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 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.

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.

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.

(End of clause)

LIST OF EXHIBITS

EXHIBIT	TITLE
1	Productive Requirements Including Post Hours and Location
1A	List of required administrative forms to be used by the Contractor including time and attendance, property accountability, Lautenberg Amendment form, duty log, etc.
1B	Lautenburg Statement
2A	Contractor Furnished Communication Equipment Requirements
2B	Contractor Furnished Vehicle Requirements
2C	Contractor Furnished Uniform Requirements
2D	Contractor Furnished Supplementary Equipment Requirements
2E	Contractor Furnished Weapons and Ammunition
3A	Government Furnished Communication Equipment Requirements
3B	Government Furnished Vehicle Requirements
3C	Government Furnished Uniform Requirements
3D	Government Furnished Supplementary Equipment Requirements
3E	Contractor Furnished Weapons and Ammunition
4	Contractor's Training Schedule and Plan
4A	Basic Training Subjects to be Presented by the Contractor
4B	Supervisory Training Subjects to be Presented by the Contractor
4C	Training Subjects to be Presented by the Government
4D	Contractor Provided Refresher Training
4E	Contractor Provided Basic Weapons Training and Qualifications
4F	Contractor Provided Annual Refresher Weapons Training and Qualifications
5A	Contractor's Certification of Basic Training
5B	Contractor's Certification of Supervisory Training
5C	Contractor's Certification of Government Provided Training
5D	Contractor's Certification of Refresher Training
5E	Contractor's Certification of Basic Weapons Training
5F	Contractor's Certification of Annual Weapons Refresher Training
6	Contractor's Certification of Contract Employee Eligibility Requirements
6A	Standard Form (SF) 78, Certificate of Medical Examination
6B	Key Personnel Resume
6C	Security Suitability Requirements

EXHIBIT 1

PRODUCTIVE REQUIREMENTS (GUARD II) INCLUDING POST HOURS AND LOCATION

****BUILDING LOCATIONS WILL BE PROVIDED TO AWARDEE AT TIME OF AWARD****

A. EFFECTIVE DATES: _____ LOCATION: _____ BLDG NO: _____

Location/Description	Post	Tour of Duty	Total Daily Hours	Days Per Week	Armed/ Unarmed (A/U)	Suitability Level

TOTAL ANNUAL PRODUCTIVE HOURS: _____

EXHIBIT 1 (CON'T)

SUPERVISORY REQUIREMENTS INCLUDING POST HOURS AND LOCATION

B. EFFECTIVE DATES: _____ LOCATION: _____ BLDG NO: _____

Location/Description	Post	Tour of Duty	Total Daily Hours	Days Per Week	Armed/ Unarmed (A/U)	Suitability Level

TOTAL ANNUAL SUPERVISORY HOURS: _____

EXHIBIT 1A

REQUIRED ADMINISTRATIVE FORMS

Form Number	Form Title
DHS 11000-6	Non-Disclosure Agreement
I-9	Employment Eligibility Verification
SF-85P	Questionnaire for Public Trust Positions
SF-85PS	Supplemental Questionnaire for Selected Positions
FD-258	Fingerprint Application Card
GSA 3155	Offence/Incident Report
DHS 176	Statement of Personal History
SF-78	Certificate of Medical Examination
	Security Guard Duty Register
139	Record of Time of Arrival and Departure from Building
	24-hour Duty Log
	Equipment Performance Test Report
2580	Security Post Assignment Record

EXHIBIT 1B

Lautenburg Statement

Public Law 104-208 & Title 18 USC Sections 921, 922 and 925

1. Public Law 104-208 has amended Title 18, United States Code, Sections 921, 922 and 925, making unlawful for any person convicted of a misdemeanor crime of domestic violence (spouse abuse, parent abuse, child abuse, etc.) to ship, transport, possess or receive firearms or ammunition. Presently, there are no exceptions or time limits included in this law.
2. Therefore, anyone ever convicted of the subject crime(s) would be affected by its provisions. Since a person convicted of a misdemeanor crime of domestic violence can NOT possess a firearm or ammunition, such a person may NOT perform as an armed Contract employee.

3a. Have you ever been convicted of a misdemeanor crime of domestic violence, as defined by 18 U.S.C. §921(a)(33)?

YES _____ NO _____

3b. If you answered YES, provide the following information with respect to each conviction:

- a. Court/Jurisdiction:
- b. Docket/Case Number:
- c. Statute/Charge:
- d. Date Sentenced:

3c. I certify that, to the best of my information and belief, all of the information provided by me here is true, correct, current, complete and made in good faith. I understand that false or fraudulent information provided herein may be grounds for adverse action, up to and including removal, and is also criminally punishable pursuant to Federal law, including 18 U.S.C. §1001.

Signature: _____ Date Signed: _____

Name: _____
(Print your complete legal name)

EXHIBIT 2A

CONTRACTOR FURNISHED COMMUNICATION EQUIPMENT REQUIREMENTS

1. Facilities: Exhibit 1

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

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

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

Type of Equipment	QTY
Vendor provided information Per each Facility	

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

4. Normal, Emergency and Continuous Communications: All two-way portable radio units must have the capability of transmitting and receiving clear and concise vocal transmissions between the security guard, Federal Protective

Service law enforcement personnel, supervisory personnel and the Contractor's base station. The Contractor's base station must be a local licensed place of business within the State of Connecticut for the purpose of having the capability for two-way communications between the Contractor and the Contractor's supervisory and security guard personnel who are assigned to this Contract.

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

EXHIBIT 2B

CONTRACTOR FURNISHED VEHICLE REQUIREMENTS

1. Equipment: Contractor Furnished Vehicle(s)

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

2. Vehicle Requirements:

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

EXHIBIT 2C

CONTRACTOR FURNISHED UNIFORM ITEMS

1. Facility: Exhibit 1

2. Uniforms: Contractor Furnished Uniform Items

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

3. Uniform Requirements:

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

Uniform Components	Description / Color	QTY
	edges. Black or blue lettering (First initial and last name)	
Shoes	Pair, Low Quarter Black	1
Micro shield – CPR with belt holder		1

EXHIBIT 2D

CONTRACTOR FURNISHED SUPPLEMENTARY EQUIPMENT REQUIREMENTS

1. Facility: All Task Sites

2. Supplementary Equipment: Contractor Furnished Equipment Items

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

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY
Flashlight / with Holder	Two-D-cell type	1 per Guard
Notebook & Pen		1 per Guard
Traffic Control Safety Apparel	Reflective vest, gloves, traffic batons etc. (inclement weather clothing) – raincoats, cap cover, overcoats, over shoes and mittens, etc. (shall be used as appropriate) Style shall be compatible to uniform style.	

EXHIBIT 2E

CONTRACTOR FURNISHED FIREARMS AND AMMUNITION

Firearms and Ammunition

a. Firearms shall be furnished by the Contractor to equip each armed guard and supervisor with their own individually assigned firearm. Firearms shall be issued to each individual and not to the post(s) to which they are assigned. All weapons must be new (not used or refurbished) and the property of the contractor. Personal weapons shall not be used. The firearms shall be a fixed site revolver, .38 caliber, Smith and Wesson Model 13, or equal with the following salient characteristics: firing pin block; sear disconnect; and speed loaders. Level 2 holsters shall be provided by the Contractor. Appropriate and ample supplies of firearms maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor and at the Contractor's expense. Firearms shall be inspected and test fired by the Contractor prior to issuance to guards. The Contractor must fire a minimum of 36 rounds through each weapon to ensure they are in sound condition prior to issuing the weapon. Contractors may be required to submit proof that the firearms being issued are not used or refurbished and have been test fired as described above.

b. The Contractor's employees shall inspect their assigned firearms at the commencement of each tour of duty. Each firearm shall be cleaned and oiled regularly to ensure optimum operating conditions. Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning of firearms shall take place in designated areas only.

c. The Contractor shall provide the Contracting Officer's Technical Representative (COTR) prior, to the contract start date, a list of the serial numbers of all firearms that will be used on the contract. The Contractor shall keep the list current. The Contractor shall document and forward any changes to the Contracting Officer's Technical Representative (COTR) within one (1) week of the change.

d. In the event that a firearm is lost or stolen, the Contractor shall notify the FPS Control Center immediately and shall relate all the particulars known regarding the loss or theft of the weapon. Additionally, the Contractor shall provide a preliminary detailed report, GSA Form 3155, to the Contracting Officer's Technical Representative (COTR) within eight hours of the incident, including the date and time of the incident along with the serial number for the replacement weapon.

f. Ammunition for authorized firearms shall be provided by the Contractor. Each armed guard shall be issued 18 rounds of 110 grain +P jacketed hollow point type ammunition upon entering duty. Six rounds shall be loaded into the revolver and the remaining 12 rounds shall be contained in two **speed-loaders**.

g. The Contractor shall not store any weapons or ammunition at any of the BPA task sites. The Contractor shall insure that his employees secure and carry their weapons in compliance with state and local laws.

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

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

EXHIBIT 3A

**GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT
REQUIREMENTS**

1. Facilities: NOT APPLICABLE

EXHIBIT 3B

**GOVERNMENT FURNISHED VEHICLE EQUIPMENT
REQUIREMENTS**

- 1. Facility: Not Applicable**
- 2. Equipment: No Vehicles Required**

EXHIBIT 3C

GOVERNMENT FURNISHED UNIFORM REQUIREMENTS

- 1. Facility: Not Applicable**
- 2. Uniforms: Not Applicable**

EXHIBIT 3D

**GOVERNMENT FURNISHED SUPPLIMENTARY EQUIPMENT
REQUIREMENTS**

- 1. Supplementary Equipment: Not Applicable**

EXHIBIT 3E

GOVERNMENT FURNISHED FIREARMS AND AMMUNITION

- 1. Government Furnished Equipment: Not Applicable**

EXHIBIT 4

CONTRACTOR'S TRAINING SCHEDULE AND PLAN

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

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

EXHIBIT 4A

BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

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

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

64 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of DHS and FPS as well as the role contract security guards play in facility security. Instructor will also discuss the five types of facilities and security levels.
Overview of the Roles & Responsibilities of a Contract Security Guard (CHAPTER TWO, SGIM)	1	Instructor will discuss the typical duties of a Contract Security Guard and responsibilities associated with being a contract Security guard at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1	Describe police professionalism today, including the expanding use of contract security guards and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss

EXHIBIT 4A, Continued

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

EXHIBIT 4A, Continued

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

EXHIBIT 4A, Continued

Subject	Hours	Scope
		performance of duties as a contract guard in a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security guard with knowledge of how guards shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices involving: confessions, self-incrimination, eyewitness identifications and complaints. Security guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE AND APPENDIX FOUR, SGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	2	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	1	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	1	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER	2	Instructor(s) will discuss the purpose of

EXHIBIT 4A, Continued

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

EXHIBIT 4A, Continued

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

EXHIBIT 4A, Continued

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

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

EXHIBIT 4B

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

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

9 Hours

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

EXHIBIT 4B, Continued

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

EXHIBIT 4C

TRAINING SUBJECTS PRESENTED BY THE GOVERNMENT

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

16 Hours

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

EXHIBIT 4C, Continued

Subject	Hours	Scope
		<p>Instructor(s) will review and discuss the importance of the following forms:</p> <ul style="list-style-type: none"> a. Preliminary Investigation; b. Crime Analysis; c. GSA Form 1039, Record of Property Found; d. GSA Form 252, Found Property Tag; e. GSA Form 1789, Register of Visitors; f. Arrival and Departures; g. Relief Guard Register h. Officer and Inspectors Register; i. Guards Hourly Report; j. Special forms unique to the facility used in the performance of the Contract duties.
Telephone and Radio Communications	1	<p>Instruction will prepare the security guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.</p>
Role of Local, State and Federal Police Agencies	1	<p>The security guards will be instructed in their relationship to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of Building Rules and Regulations, agency policy, special requirements of the FPS Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups.</p> <p>NOTE: For the purpose of this training, 50 minutes will be considered as one hour of instruction.</p>
X-Ray and Magnetometer Training	8	<p>Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.</p>

EXHIBIT 4D

CONTRACTOR PROVIDED REFRESHER TRAINING

TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS

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

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

40 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of DHS and FPS as well as the role contract security guards play in facility security. Instructor will also discuss the five types of facilities and security levels.
Customer Oriented Protection	1	Instructor(s) will discuss the concept of customer-oriented protection and the role security guards play in this approach to security. <i>(Note: FPS will provide the instructor with information on this program to assist in training).</i>
Overview of the Roles & Responsibilities of a Security Guard (CHAPTER TWO, SGIM)	1	Instructor will discuss the typical duties of a Contract Security Guard and responsibilities associated with being a security guard at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	0.5	Describe police professionalism today, including the expanding use of security guards and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the

EXHIBIT 4D, Continued

Subject	Hours	Scope
		local, state, and Federal law enforcement agents and the security guards.
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and professional behavior by security guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the security guard is presented with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Conduct role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction is to be provided to the security guards that will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	0.5	Instructor(s) will discuss the basic knowledge needed for the security guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem;

EXHIBIT 4D, Continued

Subject	Hours	Scope
		will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	0.5	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	0.5	Present the security guards with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	0.5	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a security guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security guard with knowledge of how guards shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices and procedures involving: confessions, self-incrimination, eyewitness identifications and complaints. Security guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, SGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	0.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	0.5	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and

EXHIBIT 4D, Continued

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

EXHIBIT 4D, Continued

Subject	Hours	Scope
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	0.5	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	1	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security guards with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTER ELEVEN, SGIM)	2	Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	1	Instructor will discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	1	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	1	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	0.5	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	3	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics.

EXHIBIT 4D, Continued

Subject	Hours	Scope
		Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
X-Ray and Magnetometer	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

EXHIBIT 4E

Exhibit 4E

CONTRACTOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS

The Contractor must present and certify 8 hours of basic baton training and certification, 8 hours of firearms classroom training, and 32 hours of live fire training and familiarization to all security guards. In addition to the weapons training, the contractor must provide for the weapons qualification course and must coordinate with the appropriate FPS personnel for FPS to monitor the course of fire. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

Subject	Hours	Scope
Use of Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Maintenance, Safety, and Handling	8	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide instruction in the handling and control of the security guard's firearm. Instruction should relate to weapons safety and handling to include: nomenclature, wearing of the weapon, care and cleaning, performing a functions check, storage, and accountability. Special emphasis must be placed on loading, unloading, and the safe lowering of a "cocked" hammer on a live round.

EXHIBIT 4E, Continued

Subject	Hours	Scope
Familiarization Fire	32	Instruction on live fire with no less than 500 rounds of ammunition. Instructions include transition from other weapons.

Handgun Qualification Course

Firearms: Contract-authorized handgun and ammunition

Ammunition: Sixty (60) rounds

Target: Transtar II

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

Course of Fire:

See EXHIBIT 4E, Continued

EXHIBIT 4E

PRACTICAL PISTOL COURSE

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
↓							
3 Yds	1	Standing point shoulder reference sights (FI) Strong hand only	DA	6	1	2 Sec.	One shot in 2 seconds, reholster after each shot (X6).
	2	Standing point shoulder reference sights (FI) Two handed	DA	6	2	3/2 Sec.	Two shots in 3 seconds, come to combat ready position (weapon below eye level), bring weapon to eye level and fire two shots in 2 seconds (X2).

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

EXHIBIT 4E, Continued

PRACTICAL PISTOL COURSE

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

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

EXHIBIT 4E, Continued

PRACTICAL PISTOL COURSE

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

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

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

MARKSMANSHIP RATINGS:

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

TOTAL ROUNDS	60
POSSIBLE SCORE	300
MINIMUM SCORE	210

EXHIBIT 4F

CONTRACTOR-PROVIDED ANNUAL WEAPONS REFRESHER TRAINING AND QUALIFICATIONS

The Contractor must present and certify eight (8) hours of annual baton refresher training and annual weapons qualification using the course of fire in Section J, Exhibit 4E of this Contract. The Contractor must coordinate with the Contracting Officer for FPS to monitor the course of fire. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

EXHIBIT 5A

CONTRACTOR'S CERTIFICATION OF BASIC TRAINING

Employee's Name:

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Basic Training subjects including practical exercises and examinations in accordance with Section 11.2 and Exhibit 4A as required by Contract number _____.

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

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

_____ of

(Name of Instructor)

(Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

(Printed Name of Contractor's Authorized Representative)

(Signature)

(Date)

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

EXHIBIT 5B

CONTRACTOR'S CERTIFICATION OF SUPERVISORY TRAINING

Employee's Name:

SSN: _____ - _____ - _____

I hereby certify that the above named supervisory employee has successfully completed all required Supervisory Training subjects including practical exercises and examinations in accordance with Section 11.2 and Exhibit 4B as required by Contract number _____.

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5C

CONTRACTOR'S CERTIFICATION OF GOVERNMENT PROVIDED TRAINING

Employee's Name:

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Government Provided Training subjects including practical exercises and examinations in accordance with Section 11.7 and Exhibit 4C as required by Contract number _____.

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5D

CONTRACTOR'S CERTIFICATION OF REFRESHER TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Refresher Training subjects including practical exercises and examinations in accordance with Section 11 and Exhibit 4D as required by Contract number _____.

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5E

CONTRACTOR'S CERTIFICATION OF BASIC WEAPONS TRAINING

Employee's Name:

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Section 11.4 and Exhibit 4E as required by Contract number _____.

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

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5F

CONTRACTOR'S CERTIFICATION OF ANNUAL WEAPONS REFRESHER TRAINING

Employee's Name:

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Section 11.4 and Exhibit 4F as required by Contract number _____.

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

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

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EXHIBIT 6A

STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

RESERVED [INSERT ACTUAL COPY OF SF 78]

EXHIBIT 6B

KEY PERSONNEL RESUME

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

PROPOSED POSITION TITLE: _____

SUPERVISOR'S NAME: _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

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

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

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

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

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

Employee's Name:

SSN: - -

EDUCATION SUMMARY:

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

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

EXHIBIT 6C

SECURITY SUITABILITY REQUIREMENTS

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

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

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

PART IV - Representations and Instructions

The following provisions are hereby incorporated by reference and are applicable to the solicitation:

FAR 52.212-1 Instructions to Offerors (NOV 2007)

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

The following clauses are hereby incorporated by full text and are applicable to the solicitation:

FAR 52.212-2 Evaluation – Commercial Items (Jan 1999)(Tailored)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

While non price factors when combined are more important than price, the Government may not evaluate the technical proposal of an offeror whose total evaluated price is higher than the total evaluated price of another proposal rated outstanding, and the Contracting Officer determines that any possible technical superiority of the offeror's proposal would not warrant the price premium of the offeror's proposal, and that therefore, the offeror's proposal could not *be the best value*.

a. Technical Factors:

Management Approach

Relevant Prior Experience on Similar Projects

Quality of Past Performance

b. Price

The technical evaluation factors of Relevant Prior Experience and Quality of Past Performance are equal, and more important than Management Approach. When combined, these three technical evaluation factors are significantly more important than price.

The Government reserves the right to obtain information for use in the evaluation of past performance and relevant prior experience on similar projects from any and all sources including sources outside of the Government. Offerors lacking relevant past performance history and/or relevant prior experience will not be evaluated favorably or unfavorably on past performance and/or relevant prior experience. The offeror should provide the information requested above for past performance and relevant prior experience evaluation, or affirmatively state that it possesses no relevant directly related or similar past performance and/or relevant prior experience. If an offeror fails to provide any past performance and/or relevant prior experience information which is similar in scope, magnitude and complexity to that which is detailed in the RFP or fails to affirmatively state that it possesses no relevant directly related or similar past performance and/or relevant prior experience, the offer may be considered non-responsive to the RFP. The Government will consider the quality of offeror's past performance and relevant prior experience. This consideration is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's relevant past performance and relevant prior experience will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. In determining the ratings for the relevant past performance and relevant prior experience evaluation factor, the Government will give greater consideration to the contracts which the Government feels are most relevant to the RFP.

If the offeror's proposal is determined unacceptable in any of the technical evaluation factors, the proposal may not be considered for award. The Government reserves the right to award the contract to other than the lowest priced offeror.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offeror's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 Offeror Representations and Certifications—Commercial Items. (Nov 2007)

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and 3325(d), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) *Taxpayer Identification Number (TIN)*.

() TIN: _____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
 Name _____.
 TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51–100 | <input type="checkbox"/> \$1,000,001–\$2 million |
| <input type="checkbox"/> 101–250 | <input type="checkbox"/> \$2,000,001–\$3.5 million |
| <input type="checkbox"/> 251–500 | <input type="checkbox"/> \$3,500,001–\$5 million |
| <input type="checkbox"/> 501–750 | <input type="checkbox"/> \$5,000,001–\$10 million |
| <input type="checkbox"/> 751–1,000 | <input type="checkbox"/> \$10,000,001–\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____]

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of

unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

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

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [] Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (1)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

52.233-2 SERVICE OF PROTEST. (SEPT 2006)

(a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Alexandra Rajkowski-Reyes.

Hand-Carried Address:

Department of Homeland Security
Federal Protective Service
East Consolidated Contract Group
701 Market St., Suite 4200
Philadelphia, PA 19106

Mailing Address:

Department of Homeland Security
Federal Protective Service
East Consolidated Contract Group
701 Market St., 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.

(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 provision)

52.222-22 Previous Contracts and Compliance Reports. (Feb 1999)

The offeror represents that—

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 Affirmative Action Compliance. (Apr 1984)

The offeror represents that—

(a) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND OR PRICING PROPOSALS
(BEST VALUE)**

The proposal due date (closing date) is at or before 4:00pm Eastern Time, April 1, 2008.

Submissions shall be made via mail to:

U.S. Department of Homeland Security
Federal Protective Service
Attn: Bethany McLaughlin
701 Market Street
Suite 4200
Philadelphia, PA 19106

Contractors are requested to notify Bethany McLaughlin via email address bethany.mclaughlin@dhs.gov of their intent to submit a proposal as soon as possible.

NOTE: Contractors are instructed to contact Bethany McLaughlin via email or telephone at (215)521-2269 within one business day of submitting a proposal to confirm Government receipt of a proposal package. Due to email and server limitations, please limit the size of each email to no more than 1 MB.

By submitting proposals, contractors agree to comply with all terms and condition as set forth in this Request for Proposals, including the Statement of Work (SOW).

TECHNICAL QUESTIONS

Offerors must submit all technical questions concerning this solicitation in writing via email to the contract specialist Bethany McLaughlin (Bethany.mclaughlin@dhs.gov). FPS must receive the questions no later than 10 calendar days after the date of this solicitation. FPS will answer questions which may affect offers in an amendment to the solicitation. FPS will not reference the source of the questions.

Note: This requirement will be a competitive small business acquisition utilizing FAR 12 procedures. Offerors are required to go on-line to the Business Partner Network at <http://orca.bpn.gov> to complete their On-line Representations and Certifications Applications (ORCA) prior to submittal of a proposal.

I. GENERAL

In addition to FAR 52.212-1, "Instructions to Offerors – Commercial Items," the following information is provided.

Technical and pricing proposals shall be separate and complete for independent evaluation with no pricing information included in the technical proposal.

Offerors shall submit their proposals in two separate volumes as follows:

Volume I	Technical Proposal	Original and 5 copies
Volume II	Price Proposal	Original and 1 copy

In addition, offers consist of and shall include the following items as part of Volume II, Price Proposal:
Solicitation cover sheet with appropriate blocks completed by the offeror
Solicitation pricing pages completed by the offeror

Detailed breakdown of its proposed hourly rate. 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) and the Post Exhibit.

The completion and submission of the above items will constitute an offer (proposal) and will be considered the offeror's unconditional assent to the terms and conditions of this solicitation and any attachments and/or exhibits hereto. An objection to any of the terms and conditions of the solicitation will constitute a deficiency.

Section I below is the instructions for the preparation of technical proposals.

Section II below is the instructions for the preparation of pricing proposals.

SECTION I - TECHNICAL PROPOSAL INSTRUCTIONS

NOTE: WHEREVER THE TERM OFFEROR APPEARS, IT REFERS TO THE PRIME CONTRACTOR.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal. Include the following elements in your technical proposal (see also the Statement of Work and the Technical Evaluation Criteria):

- i) Relevant Prior Experience on Similar Projects;
- ii) Quality of Past Performance;
- iii) Management Approach

This volume shall address all technical information required for proposal evaluation. This section of the proposal shall exclude any reference to the price aspects of the proposal. Each page of each copy should include the following legend:

Source Selection Information - See FAR 2.101 and 3.104

Volume I Technical Proposal

This volume shall address Relevant Prior Experience on Similar Projects, Quality of Past Performance, and Management Approach Experience, and include all information required for proposal evaluation. **NO COSTS, RATES, OR FINANCIAL INFORMATION SHALL APPEAR IN THE TECHNICAL PROPOSAL.** This section of the proposal shall exclude any reference to the price aspects of the proposal. Each page of each copy should include the following legend:

Source Selection Information - See FAR 2.101 and 3.104

Volume II Price Proposal

This volume shall include the completed solicitation documents, a detailed breakdown of its proposed hourly rate and pricing pages. Each page of each copy should include the following legend:

Source Selection Information - See FAR 2.101 and 3.104

IMPORTANT NOTES:

(1) Offerors shall respond to all requirements of the solicitation document. Offerors are cautioned not to alter or disassemble the solicitation.

II. REQUIREMENTS FOR PROPOSAL CONTENT

(1) Introduction and Purpose - This section specifies the format that offerors should use in proposals submitted in response to this solicitation. The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the proposals for evaluation purposes.

(2) Each volume should contain the following items in addition to the other information required by this solicitation:

Cover:	The cover should indicate the following: Title of the proposal Volume Number (I or II) Solicitation number Name and address of offeror Identification of original signature copies
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Table of Contents:	The table of contents should provide detail sufficient to allow the important elements to be easily located. The use of tabs and dividers is encouraged.
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(3) Requirements for Style: Each offeror shall submit a proposal that clearly and concisely sets forth the contractor's response to the requirements of the solicitation. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. The proposal shall contain all the pertinent information in sufficient detail in the one area of the proposal where it contributes most critically to the discussion. When necessary, the offeror shall refer to the initial discussion and identify its location within its proposal.

(4) Page Limitations*

Volume I, "Technical Proposal," is limited to a maximum of 12 pages in length inclusive of any charts, diagrams, and/or other graphics. Each "page" is defined as one sheet, 8 ½ " x 11", with at least one inch margins on all sides, using a font with a point size of 12 or greater (e.g., "Times New Roman" style with 12 point font). Lines shall, at a minimum, be single-spaced. Pages shall be consecutively numbered. Multiple pages, double pages, two-sided pages, or foldouts will count as an equivalent number of 8 ½" x 11" pages. The cover sheet, table of contents (not to exceed one page per volume), tabs, and dividers will not count toward the page limit. The one exception to the font size requirement shown above is that the "relevant past experience and past performance information forms" may be completed with a point size of 10 or greater.

Volume II, "Price Proposal," is not page limited. However, the price proposal is to be strictly limited to price, a detailed breakdown of its proposed hourly rate, and the completed solicitation document. 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)

III. PROPOSAL CONTENT

(1) Volume I – Technical Proposal

The technical evaluation factors of Relevant Prior Experience and Quality of Past Performance are equal, and more important than Management Approach. When combined, these three technical evaluation factors are significantly more important than price.

(a) Relevant Prior Experience on Similar Projects

The government will evaluate the offeror's overall past performance on the basis of its past projects/contracts which are similar in magnitude and complexity to the work required under this solicitation. Such projects should have included security services involving armed and unarmed guards in multiple locations, which are geographically dispersed. 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. Provide a detailed description of the work provided for each of the up to six (6) past projects. Include the name, address and telephone number of a current, valid point of contact for each example. The offeror shall also submit the information described in this paragraph for any proposed subcontractor(s) playing a significant role in the performance of this contract.

Offerors shall be responsible for choosing those past projects/contracts which best demonstrate their ability to meet the solicitation requirements. In selecting which prior projects to submit, offerors should include those they consider to be the most relevant to the requirements of the RFP. Experience on projects for the Federal government is considered an asset.

(b) Quality of Past Performance

The quality of the offeror's past performance will be evaluated as a measure of the Government's confidence in the offeror's ability to successfully perform this project based on demonstrated relevant and recent performance. The currency and relevance of the Past Performance information, source of the information, context of the data, and general trends in contractor's performance shall be considered. The Past Performance evaluation may take into account past performance information regarding predecessor companies when such information is relevant to the instant acquisition. The Source Selection Authority shall determine the relevance of such information. The assessment of the offeror's past performance will be used as a means of evaluating the capability of the offeror to perform as required by the specifications and the relative capability of the offeror comparatively with the other offerors. Evidence of past successful performance as a team is desired for joint ventures and subcontracting arrangements.

For each project submitted under Factor (a) above, the offeror shall submit the name, address and current telephone number of the building's owner or a representative of the owner who can attest to the quality of the services provided. In addition, to expedite the evaluation process, offerors shall have the attached Past Performance Questionnaire completed by their references and forwarded directly to the Contracting Specialist. The questionnaires should be submitted to the references in sufficient time so that the Contracting Specialist receives them by the date and time established in this solicitation for the receipt of proposals. Completed questionnaires should be forwarded by facsimile to the attention of Bethany McLaughlin at 215-521-2169 or emailed to Bethany.McLaughlin@dhs.gov. The Government reserves the right to obtain and utilize information obtained by the Government from sources other than those identified by the offeror.

Offerors are authorized and encouraged to provide information on problems encountered on the identified contracts and the offeror's corrective actions. The government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance. The source selection authority shall determine the relevance of similar past performance information.

The offeror shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance. Relevant past performance is performance under contracts or efforts (within the past five years) that are of similar scope, magnitude, and complexity to that which is described in the solicitation (as defined under the Relevant Prior Experience factor). The Government will evaluate the quality of the offeror's performance on the contracts submitted under the Relevant Prior Experience factor. Only a single set of up to three references shall be submitted. In addition, the attached Past Performance Questionnaire is to be sent to customers by the offeror to provide feedback. Instruct customers to complete the questionnaire and return it by the RFP submission due date to bethany.mclaughlin@dhs.gov or fax to (215) 521-2297 attention Bethany McLaughlin.

(c) Management Approach

The Contractor shall demonstrate their understanding of, and proposed approach to, the overall management of this contract, start up transition period and supervisory function. This criterion measures the offeror's proposed management approach to meeting the requirements of this solicitation. At a minimum for this factor, offerors must address their overall contract management approach, the start-up transition and supervisory functions (including the name and qualifications of the proposed contract manager) as detailed below:

Overall Management – The offeror shall describe in detail, how the overall contract will be managed. Include details regarding management of overall staffing, and subcontractor management where subcontractors will be used for significant portions of work. Describe how the approach will be effective in ensuring that contract requirements will be met or exceeded. Provide specific examples, if any, of how the proposed approach has been effectively used in the past on other similar contracts.

Start Up Transition – The offeror shall describe in detail, how the contract start-up transition shall occur. The offeror shall provide a plan that spells out exactly what tasks will be performed and when. The plan will be evaluated to determine whether it successfully demonstrates a clear and concise organizational structure that ensures successful transition.

Supervisory Plan – The offeror shall specifically demonstrate a clear understanding of the need for and purpose of supervision under the contract. Offerors shall take into consideration the supervisory needs in remote areas, large buildings and those facilities with single guard posts. Offerors shall provide the hierarchy/chain of authority among the guard supervisors; show the territory each supervisor will be responsible for handling and show the chronological coverage in terms of hours of the day as well as the days of the week the supervisors will cover the area. In addition, within this section the offeror shall submit the name and qualifications of the individual who will serve as the contract manager. This individual shall be the primary point of contact for all issues under the resulting contract.

All narratives shall clearly demonstrate a thorough understanding of the requirements of the solicitation. Offerors are cautioned that statements made that he/she understands, can or will meet the solicitation requirements or paraphrasing the solicitation or parts thereof will be considered inadequate. Phrases such as "Standard procedures will be employed" or "Well known techniques will be used" will also be considered inadequate. Clarity and completeness of the description of the offerors approach is essential.

(2) Volume II – Price

Volume II shall include the completed solicitation documents and pricing pages. Also, the contractor should provide a detailed breakdown of its proposed hourly rate. 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) and the Post

Exhibit. To be considered for award, rates must be submitted for each and every line item listed on the pricing schedule. FPS will evaluate the price offered by extending the unit price by the estimated total units for each performance period (base and additional ordering periods, as appropriate). The total price for each period will be added to determine a total price. Prices may be examined to determine reasonableness to perform the requirements as established in the RFP.

EVALUATION AND SELECTION PROCEDURES--

(a) The Government will perform best value selection in accordance with FAR Part 12 and 15, and the selection procedures set forth below in Evaluation Factors for Award

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

EVALUATION FACTORS FOR AWARD

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

While non price factors when combined are more important than price, the Government may not evaluate the technical proposal of an offeror whose total evaluated price is higher than the total evaluated price of another proposal rated outstanding, and the Contracting Officer determines that any possible technical superiority of the offeror's proposal would not warrant the price premium of the offeror's proposal, and that therefore, the offeror's proposal could not be the best value.

a. Technical Factors:

**Relevant Prior Experience on Similar Projects
Quality of Past Performance
Management Approach**

b. Price

The technical evaluation factors of Relevant Prior Experience and Quality of Past Performance are equal, and more important than Management Approach. When combined, these three technical evaluation factors are significantly more important than price.

(b). Offerors are cautioned that an unacceptable rating for any factor or sub factor of this solicitation will make the entire technical proposal unacceptable. If the offeror's proposal is determined unacceptable in any of the technical evaluation factors, the proposal may not be considered for award. The Government reserves the right to award the contract to other than the lowest priced offeror.

(c). A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offeror's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**Agreement
Between
C& D Security**



And

**The International Union, Security Police and Fire
Professionals of America (SPFPA) and its affiliated Local 691**



**Armed/Un-Armed Guard Services
For Various Locations in Connecticut**

1 March 2007 – 28 February 2010

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PREAMBLE OF THE AGREEMENT

1. This Agreement is entered by and between C&D Security, Inc, its successors and assigns, hereinafter referred to as the “Company,” and the International Union, Security, Police and Fire Professionals of America Local 691, their successors and assigns, hereinafter referred to as the “Union,” as the sole and exclusive representative for collective bargaining of the employees covered by the agreement.
2. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with the respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.
3. The Union acknowledges that the Company’s operations pursuant to its contract with the DHS HSCEBW 06 RF 00006 and nothing herein shall be construed to place the company in violation of such contracts. Any ambiguity in the language in this Agreement shall be construed to the fullest extent possible to make this Agreement consistent with the Department of Homeland Security Contract and the Company’s obligations to its client, the Department of Homeland Security.

ARTICLE 1
INTENT AND PURPOSE OF THE AGREEMENT

- 1.1. It is the intent and purpose of this Agreement to assure sound and mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.
- 1.2. The Union, the Company and all employees are bound by and hereby pledge their cooperation in observing all provisions of this Agreement consistent with applicable State and Federal Law. Both parties recognize the principle of a fair days work for a fair days pay.
- 1.3. It is the intent of the parties that this Agreement is contingent upon the successful certification of the union and shall be binding upon the parties hereto, their successors and assigns and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, succession or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto.
- 1.4. In the event of a proposed change of operations by DHS/ICE or the Company that will result in an interruption, change or loss of employment, the Company, its successors or assigns shall, before putting any such contemplated change of operation into effect, meet with the Union to negotiate, in good faith, amendments, modifications, alterations or changes to those sections of the Agreement affected.

ARTICLE 2
RECOGNITION AND SCOPE OF THE AGREEMENT

- 2.1. The Company recognizes the International Union, Security, Police, and Fire Professionals of America as the exclusive collective bargaining representative for all of its Armed/Unarmed Guards, employed by the Company Under Contract with the Department of Homeland Security WD DHS HSCEBW 06 RF 00006 at the locations specified. The Contract Manager, Trainers, Supervisors and all other employees including clerical employees defined in the National Labor Relations Act (NLRA), as amended, are properly excluded from the unit.
- 2.2 Probationary employees. Newly hired employees shall be classified as probationary employees for a period of ninety (90) days from date of hire. During their probationary period, employees may be subject to discipline or discharge at the discretion of the Company, without regard to the provisions of Articles 6 and 8 of this Agreement. All other provisions of this Agreement are applicable to probationary employees, unless otherwise expressly provided.

ARTICLE 3
EQUAL EMPLOYMENT OPPORTUNITY

- 3.1. Both parties agree there shall be no discrimination against any employee or applicant for employment because of his or her race, creed, color, religion, sex, national origin, disability, or age as required by state and federal laws, nor because of their involvement in or refraining from participating in Union activities and express their intent to provide equal employment opportunity in all aspects of the employment relationship. Any claim that the foregoing provision has been breached and that such breach also violates any federal or state civil rights law shall be resolved pursuant to binding arbitration as set forth in Section 6.13 after exhaustion of the parties' internal dispute resolution procedures (Steps one through four as described in Sections 6.2 through 6.5).

ARTICLE 4
CONTINUITY OF OPERATIONS

- 4.1. During the term of this Agreement there shall be no strikes, lockouts, work stoppages, slowdowns or secondary boycotts. The Union guarantees to support the Company fully and maintain operations in every way and any employee engaging in such activities shall be subject to discipline or discharge as appropriate under the circumstances.
- 4.2. In the event of any work stoppage by another labor group involving the client's property or operations, the employees will continue to perform their duties for the protection of life and property, fire watch, and protection of security interests on the premises.
- 4.3. Security Officers will not be required to participate in any strikebreaking activities: the Security Officers shall maintain ingress and egress to the premises during a strike.
- 4.4. The Union agrees as part of the consideration of the Agreement, it will, within 24 hours, take steps to end any unauthorized work stoppages, picketing, strikes, intentional slowdowns or suspensions of work and shall notify its members by newspaper, by telephone and by use of Company and union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.
- 4.5. The Union agrees it will not assist employees participating in such unauthorized work stoppages, strikes, picketing, intentional slowdowns or suspension of work against whatever disciplinary action the company may take and that such disciplinary action shall not be subject to the regular grievance procedure, except that the foregoing provision shall not preclude the Union from opposing disciplinary action on the ground that the employee did not engage in the alleged misconduct.

ARTICLE 5
GOVERNMENT ACTION

- 5.1. If the contracting agency directs, **in writing**, that a specific employee be removed from the contract or otherwise disciplined, the Company may take such action. However, if the employee grieves such action, the Company shall make its own good faith determination as to whether it has just cause, separate from the direction of the government agency, to discipline the employee in such manner. Should the Company and the Union agree that there was no just cause for the contracting agency's direction, they will jointly petition the agency to change its position and to lift the disciplinary requirement. Such joint petition would fully satisfy the Company's obligation under this Agreement. Nothing herein shall preclude the Union from contending under this Agreement's grievance process that the contracting agency's direction was a result of a request or urging by Company management personnel. If the Company decides not to submit a joint petition to the contracting agency, it shall explain that determination to the Union, in writing.
- 5.2. The Union recognizes that the Company has certain obligations in its contract with its client pertaining to security suitability/clearances and agrees that nothing in this Agreement is intended to place the Company in violation of its security agreement with its client. Therefore, in the event any governmental agency advises the Company that an employee covered by this Agreement does not have or cannot obtain the required Security Clearance, and thus is restricted from work on, or from access to classified material, neither the employee nor the Union will contest discharge of such employees by the Company.
- 5.3. The Union will be notified of any employment action taken pursuant to this Article and upon request be furnished evidence in support of the action in a prompt and timely manner.

ARTICLE 6
GRIEVANCE PROCEDURES

- 6.1. In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the parties agree that in the event any complaint or grievance arises over the interpretation or application of any provision of this Agreement, there will be an earnest effort to settle such complaint or grievances by the following procedure the last step of which will be binding arbitration. In order to maintain the integrity of the grievance process, and to alleviate the use of the grievance process from becoming an individual's platform, the Union has the responsibility for reviewing and submitting only those grievances that are considered to have validity in its good faith judgment.

The parties expressly acknowledge that the duty to use this grievance procedure, including binding arbitration, includes any and all disputes between any Employee and the Company (and the Union and the Company) arising out of or relating to any Employee's employment with the Company, whether grounded in contract, tort or statutory law (including, but not limited to, federal, state and local civil rights and employment laws such as Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, the Age Discrimination In Employment Act, The Family Medical Leave Act, and the Fair Labor Standards Act). This duty to arbitrate shall apply to all claims which the Employee believe he/she may have against the Company, its affiliated companies or any of its officers, owners, directors, employees or agents.

- 6.2 Step 1. An employee who once becomes aware of a situation and believes he/she had a justifiable complaint or grievance promptly shall discuss it with his/her immediate supervisor within five (5) working days in an attempt to settle the matter. A Union representative may be present or may present the grievance on behalf of the Union or the Employee.
- 6.3 Step 2. If the employee is dissatisfied with the response of his/her immediate supervisor in Step 1, the grievance must be elevated to the Operations Captain with in (5) working days. The Operations Captain shall have (5) working days from date of receipt of the grievance to respond. A Union Committeeman may be present or may present the grievance on behalf of the Union for the Employee. The Union and the Company may participate in Step 1 and Step 2 by telephone, fax, or other electronic means.
- 6.4 Step 3. If the matter is not resolved at Step 1 or Step 2 of the grievance procedure, the grievance, to be valid, must be presented to the Project Manager in writing, signed by the employee and Union Representative specifying the Article(s) and Section(s) of the Agreement believed violated and stating what relief is sought, no later than (5) working days following the rejection at Step 2. The Project Manager shall answer the grievance in writing within five (5) working days after receipt of said grievance.

- 6.5 Step 4. If the Company's answer is not satisfactory, a Representative of the Union will meet and discuss the grievance with the Executive Vice President. The Company must reply to the Union within (10) working days excluding Saturday, Sundays and Holidays, of said meeting.
- 6.6. Grievances which have been processed in accordance with the foregoing requirements and which remain unsettled may be processed by the Union to arbitration in accordance with the following procedures and limitations.
- 6.7 The Union, within ten (10) calendar days after the rejection of the grievance by the Company's Designated Representative shall notify the Company in writing of its intent to appeal to arbitration, and the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case. Should the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service to supply a list of arbitrators to hear the case. A copy of this request will be sent to the Company. This request will be made within five (5) calendar days after failure of the parties to agree upon an arbitrator. An arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case.
- 6.8 In the event of arbitration pursuant to Section 6.7, the parties shall execute a submission agreement. If the parties fail to agree upon a joint submission, each party shall submit a separate submission to the arbitrator. The arbitrator will confine his decision to this submission or submissions. The joint or separate submissions will state the issue or issues and the specific paragraph or paragraphs of this Agreement, which the arbitrator is to interpret or apply.
- 6.9. The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties to this Agreement. Whenever possible, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. For purposes of arbitration under Section 6.7, the cost and all expenses of the arbitrator shall be borne equally by the parties. In the event a stenographic transcript of the hearing is made, the party requesting the transcript shall bear the full cost of the stenographic record unless the parties agree to the sharing of the expense.
- 6.10 Any grievance involving discharge, layoff or other potential accumulating back pay liability shall be commenced at Step 3 of this procedure and the written grievance to be processed must be presented to the Program Manager or, in his absence, to his designee within five (5) calendar days after the occurrence of the facts giving rise to the grievance.
- 6.11. The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this Agreement nor substitute his judgment for that of management.

- 6.12. Any grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in strict accordance with the time limitations set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to those time limitations. Failure of the Company to act within the time limit set forth in any step shall entitle the Union to proceed immediately to the next step of the grievance procedure. In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Union.
- 6.13 Sections 6.6 through 6.12 notwithstanding, the following rules shall apply whenever an employee covered by this Agreement or the Union asserts a common law or statutory claim other than solely a claim that the Company has failed to comply with the terms of this Agreement. When the sole claim is that this agreement has been breached, the arbitration shall be pursuant to Sections 6.6 through 6.12.

If the dispute has not been resolved pursuant to the procedures outlined in Sections 6.1 through 6.5, the resolution of the claim shall be resolved exclusively by means of binding arbitration in accordance with the Employment Dispute Resolution Rules of JAMS, in Connecticut or in such location that the arbitrator determines is more convenient for the parties. If the Employee's claim is under any civil rights law (or if otherwise required by applicable law or JAMS to make this duty to arbitrate enforceable as to any other claim), the Company shall pay the cost of the arbitration proceeding hereunder (administrative and arbitrator fees) reasonably allocable to such claims. The arbitrator shall have the authority to award preliminary and final injunctive relief. The arbitrator shall also have the authority to modify the provisions of this Agreement relating to the duty to arbitrate to the extent the arbitrator determines that such modification is necessary in order to make this duty to arbitrate enforceable.

If a party brings an action to enforce this duty to arbitrate, and should that party prevail in such action, the party shall be entitled to all its attorneys' fees and cost incurred in connection with such proceedings. The arbitrator shall also award the prevailing party its/his/her reasonable attorneys fees if any applicable statute authorizes the award of such fees. In addition, the prevailing party in any arbitration shall be entitled to all its attorneys' fees and costs incurred in connection with confirming an arbitrator's award and/or successfully defending against any challenge or appeal relating to such award.

In the event either party seeks judicial review of any arbitrator's award (and in addition to any other basis for vacating an arbitration award provided by applicable statute or common law) the parties consent to the court vacating or modifying such award if, in the court's opinion, the arbitrator made a clear and substantial misstate as to either the law or the facts affecting the ultimate outcome of the dispute.

Should for any reason the obligation to arbitrate provided by this Section 6.13 be held invalid, both parties (including all employees covered by this Agreement) hereby **WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL** as to any dispute relating to this Agreement or the Employee's employment hereunder.

6.14 The Employer and Union recognize that should a dispute or controversy arising from or relating to this Agreement be submitted for adjudication to any court, arbitration panel, or other third party, the preservation of the secrecy of Confidential Information may be jeopardized. All pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by the Company, the Employee, and their respective attorneys and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy, except as may be limited by them in writing. In no event will Company's client and advisor lists or computer programs be subject to discovery except pursuant to an order issued by a court or arbitrator and only then under the highest confidentiality obligations being imposed on such persons receiving such lists. Should the arbitrator issue a written opinion; such opinion shall not contain Confidential Information of the Company.

ARTICLE 7
MANAGEMENT RIGHTS

- 7.1. The Management of the Company and the direction of its employees, including but not limited to the establishment of reasonable work rules and regulations, the hiring, promoting, demoting and rehiring of employees in connection with any reduction or increase in working forces, the suspending, discharging or otherwise disciplining of employees for just cause are the exclusive functions of the Company, to the extent that any of such matters are not otherwise covered or provided for in this Agreement. Any claim that the Company has exercised such right and power contrary to the provisions of this Agreement may be taken to the Grievance-Arbitration provision contained in Article 6.
- 7.2 It is recognized and acknowledged that the Company is in the business of providing a service, through its employees, to the government and to other customers. It is therefore essential and expected that all employees will act in a highly professional, courteous manner and will be held accountable for their duties, functions and job requirements. The Company reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw reasonable rules of conduct and reasonable regulations, as the Company deems necessary. The Company will provide copies of such rules and regulations, and any changes thereto, to the Union. Any infraction of the rules and regulations, once implemented, constitutes just cause for disciplinary action, including discharge.

ARTICLE 8
DISCIPLINE AND DISCHARGE

- 8.1 The Company has the right to discipline or discharge any employee for disobedience, disorderly conduct, negligence, or any other just and sufficient just cause. For purposes of this provision, the term “just cause” shall include, but not be limited to: a request by an authorized government representative that the Company cease using an employee at the worksite. The failure of an employee to meet job requirements as imposed on The Company by DHS including the failure of the employee to pass a physical test required by The Company or the government or to maintain all required certifications. Such a request is necessary to assure that the Company meets its contractual obligations to DHS. Nothing herein shall preclude the Union or the employee from pursuing any claims it/he/she may have against the government. In addition the term “just cause” shall include application of the Company’s progressive discipline policy.
- 8.2 Written notice (a copy of a disciplinary action) will be furnished to the affected employee within five (5) working days after the Company completes its investigation of the incident.
- 8.3 Upon taking of discharge action against an employee, the Company will permit the employee to contact his Union representative, if he/she so desires, before leaving the premises; and as soon as practicable following the discharge the Company will notify the Union representative of the action taken.
- 8.4 Any employee interviewed concerning discipline, if he/she so desires, request the presence of his Union representative to represent him/her during such interview.
- 8.5 During his probationary period, an employee may be discharged or disciplined at the Company’s option without recourse to the grievance procedure.
- 8.6 In imposing any discipline on a current charge, management will not take into account any prior infractions, which occurred more than one (1) year previously.
- 8.7 The Employer shall employ a system of progressive discipline consistent with the established company policy with the exception of offenses for being tardy to work which will be handled by the process outlined below, exclusive of the other offenses in the disciplinary policy. In other words offenses for being tardy will not be used to advance the punishment of other offenses.

First Offense:	Verbal Warning and Conference
Second Offense:	Written Warning and Conference
Third Offense:	One (1) Day Suspension
Fourth Offense:	Three (3) Day Suspension
Fifth Offense:	Discharge

ARTICLE 9
FULL TIME /PART-TIME EMPLOYEES

- 9.1. Regular full time employees – are those who are not temporary or probationary employees, that are regularly scheduled to work more than thirty-two (32) hours per week, and are eligible for all benefits outlined in this agreement
- 9.2. Part-time employee is defined as one who is regularly scheduled to work less than thirty-two (32) hours per workweek. Part-time employees will have seniority only among part-time employees. Part-time employees shall be placed full-time in the order in which they were hired unless the Company can show just cause regarding why the employee is being bypassed. Any part-time employee who becomes full-time shall be placed on the seniority roster for full-time employees on the date the employee is reclassified as full-time providing the employee has completed the probationary period.
- 9.3. Part-time employees are entitled to receive fringe benefits to include pro-rated vacation and holiday pursuant to the Service Contract Act. Full-time employees, after completing the probationary period who are thereafter voluntarily placed on part-time work, will retain their full-time seniority; however, they shall not accumulate full-time seniority while working as part-time employees. If they later return to full-time employment, they will return to a position on the seniority roster to which their full time seniority entitles them. The Company further agrees to prepare a part-time seniority list; a copy will be furnished monthly to the Union and a copy will be posted on the bulletin board.

ARTICLE 10
UNION SHOP AGREEMENT/ CHECK-OFF OF UNION DUES

It is hereby understood and agreed by and between the Company and the Union that: This Union Shop agreement shall become effective upon execution and shall remain in full force and effect concurrently with the basic collective bargaining agreement between the parties hereto. All security employees subject to the Agreement between the Company and the Union shall become members of the Union thirty (30) days from their date of hire and shall, as a condition of continued employment, maintain membership in the Union while this Agreement is in effect to the extent of paying initiation fees and membership dues uniformly required as a condition of acquiring or retaining membership.

- 10.1. During the life of this Agreement, the Company agrees to deduct from the pay of each member of the Union, and remit to the Union, membership dues uniformly levied in accordance with the Constitution and By-Laws of the Union and in accordance with the NLRA, as amended, provided such member of the Union voluntarily executes the Check-Off Authorization Card, which shall be furnished by the Union.
- 10.2. When a member of the Union executes such Check-Off Authorization Card in a manner suitable to the Union, the designated Financial Secretary/Treasurer of the Union shall forward an original copy to the designated Company accounting official. Any Check-Off Authorization Card, which is incomplete or executed in a manner not suitable to the Company, will be returned to the Financial Secretary/Treasurer.
- 10.3. Any notice of revocation as provided for in the NLRA, as amended, must be in writing, signed by the employee and delivered by registered mail, addressed to the appropriate Company accounting official, with a copy to the Union.
- 10.4. Check-Off Authorization Cards and notices received by the Company accounting officials will be stamp-dated on the date received and will constitute notice to the Company on the date received and not when mailed.
- 10.5. When a Check-Off Authorization Card is received by the appropriate Company accounting official on or before any given payday, deductions will commence with the first regular paycheck following said payday, and will continue thereafter until revoked or canceled as provided in this Agreement. The Company will remit to the appropriate Financial Secretary/Treasurer of the Union a check, in payment of all dues collected, not later than the 15th day of the month following the month in which such dues are collected. These remittances will be subject to normal accounting practice with respect to the adjustments necessary because of the methods involved in the deduction procedure. The Company remittances of Union membership dues to the Union will be accompanied by a list of names of the employees for whom deductions have been made in that particular period and individual amounts deducted.

- 10.6. No deductions of Union dues will be made from the wages of any employee who has executed a Check-Off Authorization Card and who has been transferred to a job not covered by this Agreement, or who is not in a pay status. Upon return to work within a job covered by this Agreement, deductions from future wages shall be automatically resumed provided the employee has not revoked the assignment in accordance with this Agreement and provided it is in accordance with appropriate provisions of the NLRA, as amended. A transferred employee who returns to a job covered by this Agreement will be required to submit a new Check-Off Authorization Card in order to resume the deduction of Union dues.
- 10.7. An employee who has executed a Check-Off Authorization Card and who resigns, or is otherwise terminated from the employ of the Company, shall be deemed to have automatically revoked his/her assignment and if he/she is recalled or reemployed, further deductions of Union dues will be made only upon execution and receipt of a new Check-Off Authorization Card.
- 10.8. Collection of any back Union dues owed at the time of starting deductions for any employee and collection of Union dues missed because the employee's earning were not sufficient to cover the payment of Union dues for a particular pay period, will be the responsibility of the Union and will not be the subject of payroll deductions.
- 10.9. Deduction of Union dues shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Company to collect Union dues shall not extend beyond the pay period in which the employee's last day of work occurs.
- 10.10. The Union agrees that upon receipt of proper proof, it will refund to an employee any deduction erroneously or illegally withheld from an employee's earnings by the Company which has been transmitted to the Union by the Company. The Union further agrees to indemnify the Company and hold it harmless against any and all claims, suits or other forms of liability, which may be made against it by any party for amounts, deducted from wages herein provided.

ARTICLE 11
UNION REPRESENTATION

- 11.1. The Union shall designate no more than (2) Stewards per shift. The Union shall notify the Company in writing of the selection of Stewards.
- 11.2. Stewards and Union officers shall not interfere with the management of the Company's business or the work of any employee, but may advise the Company of any alleged violations of the Agreement. Stewards and Union officers may not interview any employee or otherwise conduct Union-related business with any employee while such employee is on duty, nor shall any employee conduct Union-related business while on duty without permission. Employer property, equipment and office facilities shall not be used to conduct any form of Union-related business. Employees who violate this article will be subject to disciplinary action.
- 11.3. The Company will provide bulletin board space for the Union upon which Union representatives may post notices pertaining to business of the Union. The Company prior to posting shall be provided a copy all notices prior to it being posted on the bulletin board.
- 11.4. It shall be the responsibility of the Union to advise the Company in writing of all changes in the designation of Union Representatives and alternates.
- 11.5. For purposes of this section, an employee may not leave his/her post in order to perform his duties as a Union officer/Steward or alternate unless adequate replacement coverage has been arranged and approved by the Shift Supervisors. The Company will exhaust any and all options to provide coverage to the affected employee, short of creating overtime.

ARTICLE 12

SENIORITY

- 12.1 Seniority under this Agreement shall commence with the employee's start date on the contract.
- 12.2 A seniority list giving name and date of employment under this Agreement shall be furnished to the Union one (1) month after signing this Agreement. A list of additions and separations will be furnished to the Union monthly as applicable. The Company will post a corrected seniority roster during the months of March and September of each year.
- 12.3 An employee covered by this Agreement who accepts a position outside the bargaining unit, shall retain the seniority he/she had as of the date of his promotion or transfer but shall not accrue additional seniority while so employed. If he/she is later returned to the bargaining unit, he/she will return to a job to which his/her seniority entitles him/her. If he/she does not return within three (3) months, he/she shall lose all seniority rights.
- 12.4 An employee who is discharged for cause, or who resigns from the service of the Company, or who transfers out of the positions covered by this Agreement, except for the provisions of paragraph 12.4 above, shall lose all seniority rights.
- 12.5 If a reduction in force is necessary, employees will be laid off on a reverse seniority basis. Employees laid off, if qualified, shall be considered for any existing vacancies within the Company not covered by this Agreement. The employee will pay for any expense incurred as a result of accepting such vacancies.
- 12.6 Employees affected by a reduction in force shall have call back rights. The Union shall keep all seniority records for call back purposes. In the case of a recall, former employees shall be notified, at their last known address, in order of the Union's seniority list, to report to work. The notice shall be by telegram or registered mail return receipt. In the event a former employee so notified fails to report for work within five (5) days after receipt of such notice, the employee shall forfeit his/her seniority and all reemployment rights associated therewith. However, if the employee is prevented from reporting because of sickness or an emergency involving him/herself or immediate family, or other legitimate reason, and so notifies the Company within the initial five (5) day period and presents documented proof, the employee, at the discretion of the Company, shall be allowed an additional ten (10) days in which to return to work. If he/she is unable to return at this time, he/she will be given an opportunity to return at the next opening.

- 12.7 An employee, who is unable to report to work because of a non-occupational injury or illness, shall continue to accumulate seniority except that he/she shall be subject to layoff according to his/her seniority. The Union shall keep all seniority records for disability recall purposes. An employee who is unable to work because of illness or injury, which is occupational in origin, shall continue to accumulate seniority during the term of the disability.
- 12.8 In addition to the reasons outlined in Article 12, employees shall lose their seniority rights if:
- a. The employee resigns, quits or retires.
 - b.. The employee is discharged for just cause.
- 12.9 Each employee on a layoff status must notify the Company in writing, advising of any changes of address and their availability for work.
- 12.10 For the purpose of layoff and recall, seniority of employees hired on the same date shall be determined by the lowest of the last four digits of their social security numbers to be the most senior employee.
- 12.11 During the first ninety (90) calendar days of employment, an employee shall be recognized as a probationary employee and shall have no seniority rights and will not be eligible for any job posting or shift change until he/she successfully completes the ninety (90) day probation period.
- 12.12. Seniority shall be applicable in determining the order of layoff, and recall, vacations schedules, extra work and overtime, shift transfers and job postings and other matters provided in this agreement

ARTICLE 13
WORKWEEK

- 13.1. The normal workweek shall commence at 0001 Sunday and end one hundred sixty-eight (168) hours thereafter. The normal workday shall consist of twenty four (24) hours beginning at 0001 hours and normal workday shall consist of eight (8) to twelve (12) consecutive hours. Work schedules will be posted no later than two (2) full months in advance. (i.e.: February will be posted on January 1, March will be posted on February 1, etc.)
- 13.2 Changes in hours of work may be made whenever necessary; except in cases of a client emergency, a forty-eight (48) hour notice shall be given in advance of such changes. If the employee is off duty, the supervisor shall make personal contact. A telephone message shall not be considered personal contact. All such changes on the schedule will be initialed and dated by the supervisor making the change.
- 13.3 Except in cases of a client emergency, a twenty-four (24) hour notice shall be given in advance of schedule changes. If the employee is off duty, the supervisor shall make personal contact. All such changes on the schedule will be initialed and dated by the supervisor making the change.
- 13.4. The Company will give notice of employee's regular scheduled days off at the time of scheduling the regular workweek. When an employee has two days or more scheduled off in the workweek, such days off will be scheduled consecutively, whenever practicable.
- 13.5 The company retains the right to adjust the hours of the employee to meet emergency tasking of the client, and to adjust staffing in response to changes in requirement directed by the client that affect total hours worked on the contract. The Company commits to making adjustments with the intent of spreading out the hours available in lieu of laying off employees and further commits to making a good faith effort to ensure all full time employees have 32 or more hours in any given workweek.
- 13.6 The Company shall fill all Union positions that are open on any given day due to sick leave, vacation, bereavement, or any other reason.
- 13.7. In the event of an assigned post change, which alters an employee's anticipated post conditions; the Company will attempt to contact the employee 4 hours prior to reporting to work advising them of the change and the reason the change was made.
- 13.8 Job Postings for all part-time/full-time vacancies within the Security Officers force will be posted on Company bulletin boards for a period of five (5) workdays, to include any additional posts created by the client or the company. Any employee awarded a new job posting must be transferred to his /her new post assignment no later than sixty (60) days from the date the employee receives written notice of the awarded job posting. Once an employee accepts a new post assignment, that employee will not be eligible to bid on

future job postings for at least six months. New hires assigned to a job posting as their initial assignment may not bid new job postings until they have completed one year in their initial assignment. However they may be reassigned to another job posting sooner if it is mutually acceptable to the employee, union representation, and the company, and no other more senior employees desire the job posting.

ARTICLE 14
OVERTIME COMPENSATION

- 14.1. No overtime work shall be required or permitted except by direction of proper supervisory personnel of the Company, except in cases of emergency where prior authority cannot be obtained. Once an employee turns in their equipment and signs out, the Company has no right to force them to stay, except in government declared emergencies.
- 14.2 The Company shall have the right to holdover employees until relieved and/or to require an available employee to provide coverage of the post. Whenever practical, the Company will attempt to provide two (2) hours notice to employees on duty that will be required to work overtime.
- 14.3 Overtime pay will be paid at one and one half (1 ½) times the employee's hourly straight time rate, for all hours worked in excess of forty hours in a workweek.
- 14.4 The payment of overtime premium pay for an hour excludes that hour from consideration for premium or overtime payment on any other basis. There shall be no pyramiding or duplication of premium or overtime pay. In the event more than one premium or overtime payment is due under this Agreement, only the higher rate shall apply.
- 14.5 It is understood that when overtime work is necessary it will be equally divided among qualified employees covered by this Agreement as fairly as possible. For purposes of equalization of overtime, a rotating seniority list shall be used in the offering of overtime, starting with the most senior employee first. The name of the employee who works or declines overtime shall be documented, and placed on the bottom of the list. The overtime list shall be updated on a weekly basis and posted on the first day of each week for all employees to view. Probationary employees shall be added to the bottom of the overtime list. Any employee may be required to work reasonable amounts of overtime.

ARTICLE 15
GENERAL WAGE PROVISIONS

15.1 All employees shall receive not less than the minimum wage rates as set forth in the scheduled job titles and wage rates reflected in Appendix B attached hereto and made a part hereof.

ARTICLE 16
HOLIDAYS

16.1. All full-time employees will be paid 8 regular straight time hours for each of the following holidays should they fall on their normal work day else they will receive 8 hours of holiday pay:

New Years Day	Columbus Day
Martin Luther King, Jr.'s Birthday	Veterans Day
President's Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Memorial Day
Good Friday	

- Note while Good Friday is a scheduled holiday in the AWD, it is acknowledged that federal facilities, including SSA offices under the company's contract with the DHS remain open on this day and all posts are required to be manned. Employee's that work Good Friday will be entitled to pay at 1 ½ times their rate of pay including shift differentials plus holiday pay.

When any of the above Holidays fall on a Saturday or Sunday the holidays will be observed on the same day that the government observes them. In addition any holiday declared by Presidential proclamation that specifically includes contactors and the services they provide will be observed as instituted.

- 16.2 In order to be paid for holiday pay a full time employee must have been employed 31 calendar days and must work the last scheduled workday proceeding and the first scheduled workday following the holiday, unless the Company excuses his absence.
- 16.3. An employee scheduled to work on any of the holidays listed in paragraph 16.1 who fails to report to work shall not receive payment for that day unless their failure is occasioned by circumstances beyond their control, or by excused absence.
- 16.4. If a recognized holiday falls during an eligible employee's paid absence (such as vacation or personal leave) holiday pay will be provided instead of paid time off benefit that would have otherwise applied.
- 16.5 Holiday pay shall not be used for the purpose of computing overtime.

- 16.6 The following provisions shall govern the assignment of employees working a holiday whether it is a celebrated or actual holiday. The Company shall determine the number of employees by shift, by seniority required to work in order to meet operational requirements.
- 16.7 An employee who is on lay off, or who is on a leave of absence shall not be eligible to receive holiday pay.
- 16.8 Part time employees will receive a prorated holiday pay based on the total amount of hours worked the week prior to the holiday, multiplied by point two (X .2).

**ARTICLE 17
VACATIONS**

17.1 Accrual of vacation is based upon vacation earned by the employee with continuous service, without a break in service, as shown in the following schedule:

<u>Service Completed</u>	<u>Accrued Vacation Period</u>	<u>Accrued Vacation Pay</u>	<u>Semimonthly Accrual Rate</u>
1 Year	2 Weeks	80 Hours	3.34 hours
After 5 Years	3 Weeks	120 Hours	5 hours
After 10 Years	4 Weeks	160 Hours	6.67 hours
After 15 Years	5 Weeks	200 Hours	8.34 hours

*A Maximum of 160 hours may be in the employee leave bank at any given time. Existing balances exceeding that amount must be cashed out. The length of eligible service is calculated on the basis of a “benefit year”. This is the 12-month period that begins with the employee’s start date on the contract (seniority date). Eligible employees may use their accrued vacation leave after completion of their 90-day probation period.

17.2 Vacation pay shall be computed at the employee’s straight time base rate at the time of vacation, and shall be limited to those hours the employee has earned on the date of eligibility for such vacation. Vacation time shall be used in four (4) hour increments. Vacation pay shall not be used for the purposes of computing overtime. Part-time employees will receive a prorated vacation benefit, based on the total amount of hours worked for each year divided by the amount of vacation hours allocated for the number of served years completed, in accordance with the Service Contract Act.

17.3. Normal annual vacation requests in blocks of five (5) days shall be submitted no later than the last day of February. After February vacation preference will be given weight by the submittal date of each request. If there is more than one vacation request submitted on the same date, preference will be given to the most senior employee.

17.4 Employees shall be notified of vacation request determinations by receiving a copy of their vacation application back within fourteen (14) calendar days stating approved or disapproved. If a request is disapproved, no other requests for that time shall be approved without first offering that time to the first requestor. Under emergency conditions declared by governmental agency, when more than one employee is scheduled off for vacation, the Company shall have the option to cancel all other vacations other than the first granted request for each workweek. Only the first requestor will be approved pending availability.

17.5 At Employee’s request, unused vacation balance may be cashed out on a separate check on the pay period following Employee’s seniority date.

- 17.6 The Executive Vice President can increase the carry over balance on a case-by-case basis in event of an emergency.

ARTICLE 18
LEAVES OF ABSENCE

- 18.1 Upon written request, a leave of absence without pay for a period not to exceed fifteen (15) days in any calendar year shall be granted to not more than (3) employees at a time to attend Union conventions and Conferences without loss of seniority rights and benefits. However, the Company retains the right to limit the number of attendees to less than three, or disapprove such leaves of absence due to emergencies or circumstances beyond the company's control.
- 18.2 An employee who is a member of the Military reserve will be granted a leave of absence without pay when ordered to active duty for annual training.
- 18.3 The re-employment and seniority status of any employees hereunder who, while in the active service of the Company, enter the armed services or, during wartime enter the Merchant Marine of the United States, shall be governed by the Provisions the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- 18.4 The provisions of the Family and Medical Leave Act (FMLA), as amended, will be complied with by the Union and Company. Where applicable State Law provides for different or greater FMLA rights, the company will provide such rights. Employees will follow the Company policy and procedures regarding application for FMLA.
- 18.5 An employee shall be deemed to have voluntarily quit employment with the Company if:
- 18.6 The employee fails to report to work within two (2) days after expiration of a leave of absence without a telephone call or other explanation.
- 18.7 An employee who takes medical leave fails to notify the Company that he/she is able to return to work within two days after he/she is medically able to return to work.
- 18.8 The employee fails to report for work for two (2) consecutive days without telephoning or otherwise notifying the Company, except where failure to do so is the result of verifiable emergency circumstance.
- 18.9 The employee fails to respond within five (5) days of the Company sending notice of recall.

ARTICLE 19
DRUG AND ALCOHOL POLICY

19.1 The Company and Union herein referred to as “parties”, recognize that, in the security business, the use of controlled substances or alcohol, which cause intoxication or impairment on-the-job, poses risks to the parties, the affected employee, his/her co-workers and the public. An employee cannot perform his/her work effectively if he/she is under the influence of illegal drugs or alcohol. While the parties have no intention of intruding into the private lives of the employees, the parties expect employees to report for work in a condition enabling the full and safe performance of all required duties. The parties recognize that an employee’s involvement with drugs and/or alcohol, whether on or off the job, can have an impact on the Company’s ability to meet the government’s expectation of a drug and alcohol free work environment.

Accordingly, compliance with the Company’s Drug and Alcohol Policy (Appendix D to this Agreement) is a condition of employment/continued employment. Violation of the policy subjects an employee to immediate termination pursuant to Article 8, Section 8.1.

19.2 Any employee using prescription medications or other medications that may affect or impair coordination or judgment must notify their supervisor before reporting to work and provide a doctor’s statement that the employee is fit to perform the duties of the job.

ARTICLE 20
BEREAVEMENT LEAVE

20.1 In the event of a death in the immediate family of an employee, the full time employees will be granted five (5) consecutive workdays' emergency leave up to 24 hours with pay for the purpose of attending the funeral. Every effort will be made to make up any lost hours. The employee pursuant to the Company's standard policies may take other leave available under this Agreement. For the purpose of this Article, the immediate family shall be defined as the father, mother, sister, brother, father-in-law, mother-in-law, stepparents, foster parents, spouse, children of the employee, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and grandparents. After the granting such emergency leave, the Company may require the employee to substantiate the need for the leave.

ARTICLE 21

ARREST AGREEMENT – ADVERSE INFORMATION REPORTING

21.1 C&D SECURITY is a government contractor providing security services who is bound by its government contract and other government and Company security and/or clearance requirements. As such, employees will comply with the provisions of Appendix E.

ARTICLE 22
PERSONAL/SICK LEAVE (PSL)

- 22.1 Full-time employees shall shall accrue 1.67 hours PSL per pay period up to a total of 40 hours per year. Employees can use available PSL after completion of their 90-day probation period. PSL pay will not be used for the purposes of computing overtime. PSL pay is calculated based on the employee's straight-time pay rate on the date the PSL hours are taken. 40 hours (Maximum) of unused PSL can be carried over per year. Unused accrued PSL will be paid out to the Employee at the Employee's straight-time pay rate.
- 22.2 Paid PSL may be used in minimum increments of four (4) hours. Employees may use PSL for an absence due to their own illness or injury or that of an immediate family member (See Article 20 for definition of immediate family member) or for other personal appointments or matters.
- 22.3 Employees unable to report to work due to illness/injury or other personal related matters must telephone their supervisor directly, each day of their absence, as far in advance as possible, but no later than four (4) hours before their scheduled arrival time if he/she expects to be late or absent regardless of whether the employee seeks PSL pay for the absence. The supervisor must be contacted each day of absence unless an exception has been made for a particular absence, and a written memo to this effect has been provided to the supervisor.
- 22.4 An employee who is absent due to illness or injury for three (3) consecutive work days, regardless of whether the employee seeks PSL pay, shall be required to provide to the Company a physician's statement supporting the employee's absence and certifying that the employee is able to return to work. Upon reasonable request, the Company reserves the right to require a physician's statement for an illness of any period of time. If the Company questions the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion by a physician designated by the Company, at the Company's expense. Where an employee fails to provide medical certification, or where medical certification does not support the employee's absence, the employee will not be entitled to sick pay, and may be subject to disciplinary action. An employee who does not provide medical certification that he/she is able to return to work, when required or reasonably requested, will not be permitted to return to work.
- 22.5 Where an employee takes leave pursuant to the Company's Family & Medical Leave Act Policy, the provisions of that policy will supersede any provisions of this Article, which may be inconsistent with said policy.

ARTICLE 23
HEALTH AND WELFARE

- 23.1 Effective 1 January of each year Health and Welfare will be set at the prevailing rate as determined by DOL for the subsequent option year of the DHS Contract period. Beginning March 1 for each year of the Union Contract Period for each hour worked per week, up to 40 hours and will be paid in the following pay period. All employees will receive the equivalent amount in cash.

ARTICLE 24
UNIFORM AND UNIFORM ALLOWANCE

- 24.1 The Company will furnish all uniform and equipment considered necessary by the Company at no cost to the employee.
- 24.2 Employees shall maintain such uniforms and equipment in accordance with Company standards. A uniform maintenance allowance as stipulated in Appendix B will be provided to all employees.
- 24.3 Uniforms and equipment issued by the Company are to be worn and/or used by employees only in the performance of their assigned duties and in accordance with the Companies contract with its client. The wearing and/or use of Company issued uniforms and equipment in the course of any other employment or activity will be cause for discipline, up to and including termination of employment.
- 24.4 The Company will provide designated equipment as required by the contract or determined to be needed by C&D Security management. The type and style of equipment is at the discretion of the Company consistent with the contract. Replacement of issued equipment for fair wear and tear will be at no cost to the employee.
- 24.5 All costs for alterations required to properly fit the uniform, or attach patches, etc. that are not attached to the uniform by the manufacturer will be reimbursed by the Company in a timely fashion. In order to receive reimbursement employees must submit all original receipts and complete an expense report for such alterations in a timely fashion.

ARTICLE 25
MISCELLANEOUS PROVISIONS

- 25.1 Supervisory personnel including but limited to Shift Supervisors, Area Managers, Staff Supervisors, (QC and Training) and the Project Manager shall not perform productive work as defined under this Agreement except in emergencies and during training, and when there is a lack of reserve manpower available to fill the shift or post.
- 25.2 The Union will provide the Company with copies of this Agreement, in an amount sufficient to provide a copy to all covered employees, within a reasonable time subsequent to ratification.

ARTICLE 26
TRAINING AND RE-QUALIFICATION

- 26.1 New hires in a training status, not yet assigned to the contract will receive a training wage rate of \$7.65 per training hour. No health and welfare is attached to this rate. All training and associated qualifications/certifications will be conducted by the Company. (Effective March 1, 2008 it will be \$8.00 per training hour.)
- 26.2 Employees may not go to an outside training provider unless specifically authorized and coordinated by the Company. Any employee scheduled for training who fails to attend, will be subject to disciplinary action unless such failure to report is the result of a documented emergency circumstance. Employees attending training presented by or coordinated at the direction of the Company will be paid their normal base hourly rate of pay, including any applicable shift differential as outlined in Appendix B Section 2, for all hours spent in said training. Overtime compensation will be in accordance with Article 14, part 14.3.
- 26.3 Employees attending the mandatory Annual weapons qualification and mandatory Semi - Annual re-qualification sessions scheduled and authorized, but not conducted, by the Company will receive a minimum of four (4) hours pay at their normal base hourly rate of pay, including any applicable shift differential as outlined in Appendix B Section 2, plus any applicable travel pay..
- 26.4 The Company shall be responsible for providing all required training.
- 26.5 The Company will ensure that all armed employees have the required equipment to successfully execute the use of the continuum of force matrix.
- 26.6 The Company shall be responsible for providing all armed employees, with mandatory Semi-Annual and Annual firearms training.

- 26.7 The Company will ensure that all armed employees receive an assigned weapon and a 120 rounds of ammunition to prepare for requalification..
- 26.8 An employee attending the Annual and Semi-Annual firearms qualification who is unable to qualify after two (2) attempts shall be prohibited to work an armed site/post for a period determined by FPS. Such employee shall be given two (1) additional attempt to qualify shall be re-instated in his/her last position with no loss of seniority.
- 26.9 An employee failing to successfully re-qualify or report for scheduled Annual or Semi-Annual re-qualification within the 30 day period (unless such failure to report is the result of a documented emergency circumstance) shall be placed in an unarmed position providing an alternate unarmed position is available. If an unarmed position is not open and available and the employee is subject to a lay off the employee will be released in order reverse seniority (last hired first fired) within his/her new job classification.
- 26.10 The Company as noted in the contract will pay for all costs of permits, and security licenses needed. Employees must present an original receipt when requesting reimbursement for certification and permits.

ARTICLE 27
JURY DUTY

27.1 The Company agrees to pay full time employees called for jury duty or as a witness in a case deriving from the performance of their duties, their normal full base rate of pay, for the first five (5) days, when an employee has met the following conditions:

- a. The employee must notify the Company within seventy-two (72) hours after he or she receives a jury duty questionnaire or notice that he or she is subject to a jury duty call or subpoenaed as a witness.
- b. The employee must permit the Company to assist him or her in seeking to obtain an exemption from jury duty where appropriate.
- c.. The employee must provide the Company with written evidence or notice from the Court that he or she performed jury service and of the amount that the employee was compensated for such service in order receive jury duty pay.

Employees will not be compensated for participation in proceedings where they are a party in the case (plaintiff or defendant), or where they are appearing as witnesses against C&D SECURITY, unless required by law. Employees summoned for jury/witness duty and who are required to report on regularly scheduled workdays will be compensated by payment of an amount equal to the difference between their jury/witness duty pay and their regular salary. An employee on jury/witness duty is expected to report to work on any day he/she is excused from jury/witness duty. No compensation shall be paid by the Company for jury duty on Saturdays, Sundays, and holidays unless such Saturday, Sunday or holiday was the employee's normal workday or for any other day on which the employee is not normally scheduled to work.

ARTICLE 28
SEPARABILITY OF THE CONTRACT

- 28.1. It is not the intent of the parties to this Agreement to violate any Federal, State or Local laws governing the subject matter contained herein. All parties who are signatory to the terms of this Agreement agree that if any provisions contained herein are finally held or determined to be illegal or void by a court of final and competent jurisdiction, the parties shall promptly enter into negotiations concerning the affected clauses for the purpose of achieving conformity with the new requirements of the applicable law. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
- 28.2 Effective Immediately: In the event the Department of Labor determines that the wages or benefits contained in the Agreement were not reached as a result of arms-length negotiations or are substantially at variance with those prevailing for services of a character similar in the locality, then such wages or benefits shall be rendered null or void. In such event the Company shall be obligated to pay the wages and fringe benefits specified in the appropriate wage determination issued by the Department of Labor.

ARTICLE 29
DURATION

- 29.1. Unless otherwise provided herein, this Agreement becomes effective on 1 March 2007 for economic terms and upon its execution for all other terms. The Agreement shall continue in full force and effect until midnight 28 February 2010. The Company and Union, by mutual consent, can modify or amend this Agreement.
- 29.2. The Company and Union acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Company and Union after the exercise of that right and opportunity are set forth in this Agreement.
- 29.3. The Company and Union agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referenced to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 29.4 Neither party shall terminate this Agreement, strike, or lockout during negotiations over a new Agreement after the expiration of the initial term without first providing the other party ten (10) days advance written notice of intent to terminate.

APPENDIX A - COVERED FACILITIES

This Agreement covers the Company's operations at all locations covered by DHS Contract DHS HSCEBW 06 R F 00006.

The Union and the Company agree that any new permanent posts that are ordered by the Department of Homeland Security in the localities covered by this Agreement will be adopted and covered by this Agreement.

Any bargaining unit members who agree to work temporary posts will be covered by this agreement.

APPENDIX B – WAGE AND HOUR ISSUES

SECTION 1: WAGE SCHEDULE

The base hourly rate of pay shall be as indicated in the table below and shall be effective as of 1 Oct 2007. Wages for the years 2008 through 1 Mar 2010 are projected to increase at the rate of 4.5% and 3 % respectively.

	Effective Mar 1, 2008	Effective Mar 1, 2009	Effective Mar 1, 2010
BASE PAY RATES ARMED GUARDS	19.94	20.54	21.15
BASE PAY RATES UNARMED GUARDS	18.86	19.43	20.01

Wages will be paid semimonthly on the 10th and 25th days of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

SECTION 2: SHIFT DIFFERENTIAL

For the duration of this agreement, a shift differential pay of .30 per hour will be paid to an employee for all hours worked between the hours of 1400-2200 hours.

For the duration of this agreement, a shift differential pay of .40 per hour will be paid to an employee for all hours worked between the hours of 2200-0600 hours.

SECTION 3: BREAK PERIODS

All full-time productive security officers working a minimum eight (8) hour shift shall be provided a paid 15-minute break for every four (4) hours the security officer is scheduled to work. The relief break should normally be scheduled in the middle of each four (4) hour period. A thirty (30) minute paid lunch break shall also be provided to those individuals being provided relief, effective 1 March 2008. If an officer is recalled from his/her unpaid break they shall go back immediately into paid status. All security officers working a six (6) hour shift shall be provided one (1) 15 minute paid break and a 30-minute paid lunch break. Authorized security officers shall furnish reliefs so that a break is productive, (i.e., security officers on breaks should not have to accomplish productive work as in answering the telephone, doing paperwork, or any other job related duties unless due to temporary emergency or as described per government contract). A relief officer as specified in the Company's contract with its client will provide break periods. All other security officers and posts are self-relieving and require the security officer to remain on client property during those rest periods identified above.

SECTION 4: LIMITATIONS ON MAN HOURS

No employee shall provide more than twelve (12) hours of service in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. Exceptions to this are extreme emergencies (i.e., weather conditions that prevent the relieving shift officers from getting to the building, civil disturbances, natural disasters, etc.)

SECTION 5: CALL-IN PAY

An employee called in or scheduled to work and who reports for duty will be guaranteed a minimum of four (4) hours work or pay at their regular hourly rate.

SECTION 6: UNIFORM ALLOWANCE

A uniform maintenance allowance of .30 per regular hour worked will be paid to each employee. This allowance will not exceed forty hours (40) per week.

SECTION 9: TRAVEL PAY

The Company shall pay all employees travel pay when they work at other than their home site. Pay will be computed according to DOL guidelines.

APPENDIX C – DRUG AND ALCOHOL POLICY

Policy Statement

To help ensure a safe, healthy, and productive drug and alcohol free work environment for the employees of C&D Security, Inc (hereinafter referred to as "Company") and others on Company property including all government owned, leased or operated sites at which the Company performs services, to protect Company property and assets, to maintain a favorable public image, and to assure efficient operations, C&D Security has adopted this policy on drugs, alcohol, and other prohibited items in compliance with the Drug-Free Workplace Act of 1988.

This policy restricts certain items and controlled substances from being brought onto or being present on Company property and other locations at which the Company performs services, including parking areas and vehicles; prohibits Company employees from reporting to work, working, or being present on Company property or work sites, whether or not on duty, while having detectable levels or identifiable trace quantities of certain drugs and other substances in their system; and prohibits the use, sale, distribution, manufacture or possession of alcohol, drugs or related paraphernalia by Company employees.

While the Company has no intention of intruding into the private lives of its employees, the Company does expect employees to report for work in a condition enabling the full and safe performance of all required duties. The Company recognizes that an employee's involvement with drugs and/or alcohol, whether on or off the job, can have an impact on the workplace and on the Company's ability to accomplish its goal of a drug and alcohol free work environment.

Definitions

To aid in understanding and administering this Policy, the following definitions apply:

Controlled substance – a controlled substance as listed/defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 CFR 1308.11-1308.15.

Company property/Company premises – includes all property, facilities, land, offices, buildings, structures, fixtures, installations, equipment, boats, vessels, barges, aircraft, automobiles, trucks, all other vehicles, and parking areas, whether owned, leased, used, or under the control of the Company at which the Company provides services.

Conviction – a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute – a Federal or State criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

Detectable levels/identifiable trace quantities – the measurable presence of a controlled substance or alcohol found in the body fluids at levels of detection above the lowest cutoff levels, as established by the analytical methods used by the testing laboratory.

Reasonable cause/suspicion – a belief based on reasonable observable, objective, or articulable facts sufficient to lead a prudent supervisor to suspect that the employee has been using/is under the influence of a controlled substance or alcohol. The following situations are examples and do not represent a comprehensive list of such circumstances: discovering a cache of marijuana; receiving tips of cocaine use during working hours; tips of drug dealing; increased incidents of absenteeism; increased incidents of physical altercations; an increase in errors; observation of drug use; observation of possession of drugs; observation of physical symptoms of being under the influence of a drug; a pattern of abnormal conduct that indicates drug abuse; erratic behavior that indicates drug abuse; arrest or conviction for a drug-related offense; identification of an employee as the focus of a criminal investigation into illegal drug possession use or trafficking; and newly discovered evidence that the employee has tampered with a previous drug test.

Medical Review Officer (MRO) – A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

Under the influence – being unable to perform work in a safe and productive manner or being in a physical or mental condition that creates a risk to the safety and well-being of the individual, other employees, the public, or Company property and/or having any laboratory evidence of the presence of alcohol or controlled substances, in excess of an identifiable trace quantity, in the body.

Possession – actual or constructive care, custody, control, or immediate access.

Drug paraphernalia – includes, but is not limited to:

Blenders, bowls, containers, spoons, and mixing devices used or intended for use in compounding controlled substances.

Capsules, balloons, envelopes, and other containers used or intended for use in concealing or packaging of controlled substances.

Hypodermic syringes, needles, or other objects designed or intended for injecting controlled substances into the human body.

Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing marijuana, cocaine, hashish, hashish oil, etc., into the human body, such as pipes, (metal, wooden, glass, acrylic, stone, plastic, or ceramic, with or without screens), water pipes, carburetion tubes and devices, smoking and carburetion masks, roach clips, or other objects used to hold smoking materials: chamber pipes, electric pipes, air-driver pipes, bongs, ice pipes, and rolling paper (e.g., Zig-Zag, E-Z Wider, Job, Joker, etc.) not associated specifically with tobacco products.

Prohibited Items

The use, possession, sale, manufacture, distribution, dispensation, concealment, receipt, transportation, or being under the influence of any of the following items or substances on Company property (including the presence of detectable levels or identifiable trace quantities), by employees and all others, is prohibited:

- Controlled substances and any other substances that will, in any way, affect safety, work ability, alertness, coordination, judgment, response, or the safety of others on the job.
- Alcoholic beverages.
- Drug paraphernalia.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting with his or her prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify Company doctor) to avoid unsafe workplace practices. The illegal or unauthorized use of

prescription drugs is prohibited. It is a violation of our Drug and Alcohol Policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

Policy Enforcement

The Company will take steps to prevent and discourage the use, possession, sale or distribution of stated prohibited items at any time by Company employees. In accordance with this policy, periodic searches, random urinalysis, drug screening or blood or breath testing may be conducted. Such searches and testing will be performed by the Company using qualified contracted agents or qualified named employees. The searches will encompass Company property, vehicles, and facilities, including work areas, desks and lockers assigned to employees.

No employee has the right to interfere with or object to such searches of Company property based on expectations of privacy or otherwise. The Company reserves the right to search personal property belonging to its employees, such as but not limited to, lunch boxes, bags, purses or briefcases if such property is brought onto Company premises or into Company owned vehicles. If stipulated by contract, the government client reserves the same right.

All employees are expected to cooperate with any investigation regarding this policy. Failure to cooperate, providing false information, or omitting information may subject any employee to disciplinary action up to and including termination of employment.

Testing

To measure the success of, and to aid in enforcing a drug free workplace, drug/alcohol-screening tests may be required under the following circumstances:

- During pre-employment processing -- each applicant for employment will be required as a condition of employment to undergo a urine drug screen.
- Reasonable Cause/Suspicion – the Company has "reasonable cause" for substance testing when an employee's actions, appearance, or conduct suggest abnormal behavior. This may be based upon:
 - Abnormal conduct or erratic behavior while at work, or significant deterioration in work performance.
 - Information indicating that an employee has caused or contributed to an accident while at work.
 - When an employee who, by reliable evidence or by his/her observed or reliably reported behavior, may be reasonably suspected of using, having ingested, or being under the influence of controlled substances or alcohol while on Company property.
 - When an employee on Company property is found in possession of suspected controlled substances or alcohol or when any of these items are found in an area controlled or used exclusively by said employee.

Any employee who is believed to be under the influence of alcohol or drugs will be considered unfit for duty. The supervisor or manager will consult with the employee privately, and will inform him/her of the requirement to undergo testing. The employee will be escorted to the facility where the testing is conducted, and will not be allowed to return to work for the remainder of the duty period. Transportation home will be arranged for the employee. If the employee refuses the offer for transportation, and insists on operating a motor vehicle, the Company will take all reasonable steps to protect the employee's safety and the safety of others.

- Return to active employment after a leave of absence of thirty (30) or more days.
- Post Accident -- any employee involved in a work related at-fault vehicular accident or a work related at-fault incident that results in bodily injury requiring medical treatment and/or vehicular/property damage shall submit to drug testing within one hour of the incident or as soon as medical circumstances allow.
- Random – All employees are subject to periodic, unannounced drug and/or alcohol testing while on duty. Selection for testing will be made from a random computer generated pool using employee identification numbers. The Company will determine the percentage of the workforce to be randomly tested each year. Random testing will occur throughout the year and at any time during an employee's duty period. Employees may be randomly selected more than once during the year or they may not be selected at all during the year. Randomly selected employees will be notified of their selection by a supervisor or manager and will be required to report to the collection site within a designated time period.

All persons shall have the opportunity, prior to testing or during an interview with the Company's designated Medical Review Officer, to list all prescription and non-prescription drugs they have used in the last thirty (30) days and to explain the circumstances surrounding the use of such drugs. All records containing medical information will be maintained confidentially in accordance with applicable law.

The Company may test for the following substances and for any other substance identified in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812), and as further defined in 21 CFR 1308.11-1308.15:

- Alcohol, Amphetamines, Hallucinogens Propoxyphene (Darvon), Barbiturates, Marijuana (cannabinoid metabolites), Cocaine metabolites, Phencyclidine (PCP), Opiate derivatives (heroin, morphine, codeine), Methadone

Positive Test Results

C&D Security does not hire applicants who test positive for illegal drugs.

Any employee who, as a result of drug testing, is found to have detectable levels or identifiable trace quantities of a prohibited drug or substance in his/her system, regardless of when or where the drug or substance entered that person's system, without an explanation satisfactory to the Company's Medical Review Officer, will be considered in violation of this policy and will be subject to termination.

Preliminary findings of a policy violation may require that the employee be suspended, without pay, pending the results of a Company investigation. If said investigation clears the employee of any policy violation, then said employee would be fully reinstated, including pay, to his/her job. Any employee who is arrested for any drug or alcohol related matter must comply with the provisions of C&D Security's Arrest Agreement. Any employee who is convicted of a criminal drug violation in the workplace must notify the Company in writing within 24 hours of the conviction.

The Company may take into custody any illegal, unauthorized, or prohibited items or substances and may turn them over to the proper law enforcement agencies.

Immediate termination will result in the following cases:

- Refusal to consent to a test.
- Refusal to cooperate with the testing procedures.
- Actual or attempted adulteration of a test specimen.
- Failure to report for testing within the time frame specified after being notified of selection for a random drug test.
- Failure to inform the Company about arrests/convictions within the required time frame.

One of the goals of C&D Security's drug and alcohol free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. The Company encourages employees to seek help through the Employee Assistance Program if they are concerned that they or their family members may have a drug and/or alcohol problem. Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan.

Off-the-Job Drug and Alcohol Substance Use and Activity

Employees who use alcohol or controlled substances off the job run the risk of jeopardizing the safety of themselves, their family, the public, and the Company. Whenever such usage adversely affects public trust in the Company or otherwise interferes with the Company's ability to carry out its responsibilities, or increases potential liability for the Company, the Company may be forced to take disciplinary action against the offending employee(s), up to and including termination of employment. Employees who are convicted or plead guilty or nolo contendere

because of off-the-job activities (drug or alcohol related) may be considered in violation of this policy. In deciding what action to take, the Company will consider the nature of the charges and other factors relative to the impact of the employee's conviction or plea upon the conduct of the Company's business.

Policy Implementation

The Company will implement and administer this policy in accordance with all applicable federal and state statutes or regulations. Any employee who has questions about the policy's implementation may contact the Corporate Administration Department (Human Resources) for additional information.

ACKNOWLEDGMENT OF THE DRUG AND ALCOHOL POLICY & INFORMED CONSENT FOR DRUG AND/OR ALCOHOL TESTING & AGREEMENT TO RELEASE TEST RESULTS

On the date shown below, a copy of C&D Security's Drug and Alcohol Policy was made available to me. I have read this policy and I understand the consequences of violating the policy. If I did not understand the policy, I have asked for and have received an explanation. I understand that as a condition of my initial and/or continued employment, the Company will require me to undergo substance screening by urinalysis, blood or breath (for alcohol), or other testing procedure in the following cases: as a part of initial hiring process; where reasonable suspicion of drug and/or alcohol use exists; upon return from a leave of absence; post accident; during random testing.

I hereby voluntarily consent to provide C&D Security with samples of blood, breath and/or urine for such purposes. I consent to having specimens tested at the Company selected laboratories or by use of evidential breath testing equipment. Further, I certify that the specimen collected from me will be mine and will not be adulterated or altered in any manner.

I understand that all screening test for drugs will be subject to careful testing procedures with mandatory confirmation of any preliminary positive tests. I further understand that if my test indicates a verified positive for illegal drugs, I will not be considered for employment, or in the event I am an employee at the time of the test, I may be subject to termination in accordance with this Drug and Alcohol Policy.

I understand the results of these tests and other relevant medical information may be used for employment decisions. I release any testing facility personnel and/or any physicians who have tested me from any liability arising from a release or use of any and all test results, written reports, medical records and data concerning my test(s) to the appropriate Company officials. I further release all Company officials from liability arising from the release or use of the test results in accordance with this policy.

Agreed to:

Employee Printed Name

Employee Signature

Date Signed

Witness Printed Name

Witness Signature

APPENDIX F – ARREST AGREEMENT / ADVERSE INFORMATION REPORTING

At any time while employed by the Company, if an employee is arrested by any law enforcement agency for a felony or domestic violence offense, the employee shall notify his/her supervisor within 24 hours of the occurrence of such event. The employee shall agree to this reporting obligation regardless of whether he/she or his/her attorney or representative reasonably believes that the charges will be later dropped for whatever reason or that a conviction is unlikely.

Within three (3) working days of the occurrence of the employee's arrest, he/she shall provide a written statement to his/her Contract/Project Manager setting forth the nature of his/her arrest and including the following information: the date, exact time and location of the arrest, and the charges.

The Company may make a determination of whether the employee was involved in conduct not compatible with his/her continued employment with the company and whether this information is reportable in accordance with the National Industrial Security Program Operating Manual, paragraph 1-302a (if applicable).

As specified above, the employee shall report an arrest within 24 hours or provide a written statement within 48 hours. If the employee fails to do so, or the written statement the employee provides fails to include or set forth in sufficient detail all the required information, this will be grounds for immediate termination.

The Company is a government contractor who is bound by government security and/or clearance requirements. Employees must understand that pursuant to these obligations, the Company may be obligated to inform its government customer of the arrest and that the Company and/or the government may determine that the employee engaged in conduct incompatible with his/her continued employment. The employee must understand that the fact that he/she was arrested will not itself be the basis for a decision to terminate him/her.

Given the very nature of the Company's business, its high visibility in public facilities, and its obligations to its customer, the United States Government, employees must understand that the Company's standards of acceptable conduct are higher than most other businesses and that its determination of whether to continue their employment does not rest on criminal standards of proof.

SIGNATURE OF PARTIES

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their duly authorized representatives.

FOR: C&D SECURITY, Inc.

Originals signed

Troy Thames, Executive Vice President

Date

Lance Woodward, Project Manager

Date

FOR: SPFPA International Union



Kerry Lacey, Vice President Region 6 SPFPA

Date

FOR: SPFPA LOCAL 691

Wayne Mercer, President

Date

Joseph Berberich, Vice President

Date