

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 192114PTHNBMD0205
PAGE OF: 1 / 225

2. CONTRACT NO.: HSHQE3-14-D-00004
3. AWARD EFFECTIVE DATE:
4. ORDER NUMBER:
5. SOLICITATION NUMBER: HSHQE3-13-R-00005
6. SOLICITATION ISSUE DATE: 07/25/2013

7. FOR SOLICITATION INFORMATION CALL: **Todd Wanner**
8. OFFER DUE DATE/LOCAL TIME: ET

9. ISSUED BY: NPPD/FPS/East CCG/Region 3
U.S. Dept. of Homeland Security
Federal Protective Service
Office of Procurement Operations
701 Market Street, Suite (b)(6)
Philadelphia PA 19106

10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: 100.00 % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561612
 EDWOSB
 8(a)
 SIZE STANDARD: \$19.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS: Net 30
13. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700)
13b. RATING:
14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: Various Locations
16. ADMINISTERED BY: NPPD/FPS/East CCG/Region 3
U.S. Dept. of Homeland Security
Ofc of Procurement Operations - FPS
701 Market Street, Suite (b)(6)
Attn: T. Wanner
Philadelphia PA 19106

17a. CONTRACTOR/OFFEROR: AMERICAN-PARAGON PROTECTIVE SERVICES LLC
7700 CHEVY CHASE DRIVE
SUITE 230
AUSTIN TX 787521562
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18a. PAYMENT WILL BE MADE BY: OHS, NPPD
Burlington Finance Center
P.O. Box 1279
Attn: NPPD-FPS-Region 03
Williston VT 05495-1279

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PSO Services at the Center for Medicaid Services -This indefinite-delivery indefinite-quantity (IDIQ) contract is issued for PSO services in accordance with the attached Statement of Work and Post Exhibit. This constitutes acceptance of the American Paragon Protective Services, Inc. (APPS) final proposal dated January 31, 2014 (price and technical) in response to RFP HSHQE3-13-R-00005 for protective security officer (PSO) services at the Center for Medicaid (Use Reverse end/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$100,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING ALL ITEMS SET FOR SHEETS SUBJECT TO
 29. AWARD OF CONTRACT: REF. OFFER DATED 01/31/2014, 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: (b)(6)
 30b. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): (b)(6)
 30c. DATE SIGNED: 5/12/2014
 30d. NAME OF CONTRACTING OFFICER (Type or Print): Todd M. Wanner
 30e. DATE SIGNED: 5/12/2014

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Services in Woodlawn, MD. The APPS proposal (including management approach) is hereby incorporated via reference into the subject IDIQ. Amendments 00001-00003 are acknowledged and incorporated into the IDIQ.</p> <p>-The period of performance for this IDIQ will remain in effect from October 1, 2014 to April 1, 2020 if all optional ordering periods are exercised. Specific periods of performance will be identified on individual task orders issued hereunder. The ordering period of this IDIQ will remain in effect from October 1, 2014 to April 1, 2020 if all optional ordering periods are exercised. Accounting and appropriations data will be specified on individual task orders.</p> <p>-The following attached documents are hereby incorporated into the IDIQ:</p> <ol style="list-style-type: none"> 1. Statement of Work 2. Exhibits 3. Collective Bargaining Agreement <p>The guaranteed minimum amount in accordance with FAR 52.216-22 Indefinite Quantity (Oct 1995), paragraph (b)) under this contract is \$100,000 worth of orders at the established unit price(s).</p> <p>For administrative purposes, the \$100,000 is Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

32e. MAIL NG ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MA L OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

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

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQE3-14-D-00004

PAGE OF

3

225

NAME OF OFFEROR OR CONTRACTOR

AMERICAN-PARAGON PROTECTIVE SERVICES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>For administrative purposes, the \$100,000 is obligated under CLIN 0004 and will be deobligated upon issuance of the first delivery order. Obligated Amount: \$100,000.00</p> <p>Louis Mount is appointed the Contracting Officer's Representative (COR) for this IDIQ contract.</p> <p>COR: Louis Mount (b)(6)</p> <p>(b)(6)</p> <p>Alternate COR: to be determined Contracting Officer: Todd Wanner (b)(6) or (b)(6)</p> <p>DO/DPAS Rating: NONE</p> <p>Accounting Info: FPS0005.P05.PR.40-20-00-000.19-10-2120-03-20-05-00.GE-25-1F-00.AX0000</p>				
0001	Protective Security Officer Services 10/01/2014-09/30/2015	244000	HR		
0002	Temporary Additional Services 10/01/2014-09/30/2015	400	HR		(b)(4)
0003	Emergency Security Service 10/01/2014-09/30/2015	200	HR		
0004	Other Direct Costs - COOP Fixed Indirect Rate: (b)(4) Total not to exceed \$100,000.00 10/01/2014-09/30/2015	1	LO	100,000.00	100,000.00
1001	BASIC PSO SERVICES Option Period 1 10/01/2015-09/30/2016 Amount: (b)(4) (Option Line Item) 09/30/2015 Continued ...	244000	HR		(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQE3-14-D-00004

PAGE OF

4

225

NAME OF OFFEROR OR CONTRACTOR

AMERICAN-PARAGON PROTECTIVE SERVICES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002	Temporary Additional Services Option Period 1 10/01/2015-09/30/2016 Amount: (b)(4) (Option Line Item) 09/30/2015	400	HR	(b)(4)	
1003	Emergency Security Service Option Period 1 10/01/2015-09/30/2016 Amount: (b)(4) (Option Line Item) 09/30/2015	200	HR		
1004	Other Direct Costs - COOP Fixed Indirect Rate: (b)(4) Option Period 1 Total not to exceed \$100,000.00 10/01/2015-09/30/2016 Amount: \$100,000.00 (Option Line Item) 09/30/2015	1	LO	100,000.00	0.00
2001	BASIC PSO SERVICES Option Period 2 10/01/2016-09/30/2017 Amount: (b)(4) (Option Line Item) 09/30/2016	244000	HR	(b)(4)	
2002	Temporary Additional Services Option Period 2 10/01/2016-09/30/2017 Amount: (b)(4) (Option Line Item) 09/30/2016	400	HR		
2003	Emergency Security Service Option Period 2 10/01/2016-09/30/2017 Amount: (b)(4) (Option Line Item) 09/30/2016	200	HR		
2004	Other Direct Costs - COOP Fixed Indirect Rate: (b)(4) Option Period 2 Total not to exceed \$100,000.00 10/01/2016-09/30/2017 Amount: \$100,000.00 (Option Line Item) Continued ...	1	LO	100,000.00	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQE3-14-D-00004

PAGE OF

5

225

NAME OF OFFEROR OR CONTRACTOR

AMERICAN-PARAGON PROTECTIVE SERVICES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3001	09/30/2016 BASIC PSO SERVICES Option Period 3 10/01/2017-09/30/2018 Amount: (b)(4) (Option Line Item) 09/30/2017	244000	HR		
3002	Temporary Additional Services Option Period 3 10/01/2017-09/30/2018 Amount: (b)(4) (Option Line Item) 09/30/2017	400	HR		(b)(4)
3003	Emergency Security Service Option Period 3 10/01/2017-09/30/2018 Amount: (b)(4) (Option Line Item) 09/30/2017	200	HR		
3004	Other Direct Costs - COOP Fixed Indirect Rate: (b)(4) Option Period 3 Total not to exceed \$100,000.00 10/01/2017-09/30/2018 Amount: \$100,000.00 (Option Line Item) 09/30/2017	1	LO	100,000.00	0.00
4001	BASIC PSO SERVICES Option Period 4 10/01/2018-09/30/2019 Amount: (b)(4) (Option Line Item) 09/30/2018	244000	HR		
4002	Temporary Additional Services Option Period 4 10/01/2018-09/30/2019 Amount: (b)(4) (Option Line Item) 09/30/2018	400	HR		(b)(4)
4003	Emergency Security Service Option Period 4 10/01/2018-09/30/2019 Amount: (b)(4) (Option Line Item) 09/30/2018	200	HR		
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQE3-14-D-00004

PAGE OF

6

225

NAME OF OFFEROR OR CONTRACTOR

AMERICAN-PARAGON PROTECTIVE SERVICES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4004	Other Direct Costs - COOP Fixed Indirect Rate: (b)(4) Option Period 4 Total not to exceed \$100,000.00 10/01/2018-09/30/2019 Amount: \$100,000.00 (Option Line Item) 09/30/2018	1	LO	100,000.00	0.00
5001	BASIC PSO SERVICES FAR 52.217-8 Option to Extend Services 10/01/2019-01/31/2020 Amount: (b)(4) Option Line Item) 09/30/2019	122000	HR	(b)(4)	
5002	Temporary Additional Services FAR 52.217-8 Option to Extend Services 10/01/2019-01/31/2020 Amount: (b)(4) Option Line Item) 09/30/2019	200	HR		
5003	Emergency Security Service FAR 52.217-8 Option to Extend Services 10/01/2019-01/31/2020 Amount: (b)(4) Option Line Item) 09/30/2019	100	HR		
5004	Other Direct Costs - COOP Fixed Indirect Rate: (b)(4) FAR 52.217-8 Option to Extend Services Total not to exceed \$50,000.00 10/01/2019-01/31/2020 Amount: \$50,000.00 (Option Line Item) 09/30/2019 The total amount of award: \$64,312,280.00. The obligation for this award is shown in box 26.	1	LO	50,000.00	0.00

STATEMENT OF WORK
Protective Security Force Service Requirements

For

Centers for Medicare & Medicaid Services

Federal Protective Service
U.S. Department of Homeland Security

OCTOBER 2011

**Protective Security Force Service Requirements
Table of Contents**

- 1 Introduction..... 6**
 - 1.1 General Information..... 6**
 - 1.2 Federal Protective Service..... 6**
 - 1.3 Acronyms..... 7**
 - 1.4 Federal Management Regulations and Other Applicable Documents..... 8**
 - 1.5 Security Guard Information Manual (SGIM) 8**
- 2 Contract Transition 9**
 - 2.1 Phase-In 9**
 - 2.2 Phase-Out of Contract and Continuity of Services..... 9**
 - 2.3 Conferences and Meetings 9**
- 3 Plans 11**
 - 3.1 General..... 11**
 - 3.2 Transition Plan..... 11**
 - 3.3 Training Plan..... 12**
 - 3.4 Quality Control Plan..... 12**
 - 3.5 Contingency and Continuity of Operations (COOP) Plan..... 12**
- 4 Authority and Jurisdiction, Permits, Licenses, and Adherence to Laws..... 14**
 - 4.1 General Information 14**
 - 4.2 State and Local Requirements 15**
 - 4.3 Carriage of Licenses and Permits..... 15**
 - 4.4 Licensing Fees..... 15**
- 5 Qualifications of Personnel 16**
 - 5.1 General Information 16**
 - 5.2 Medical and Physical Qualifications 16**
 - 5.2.1 General Information 16**
 - 5.2.2 Medical Standards 17**
 - 5.2.3 Physical Demands 19**
 - 5.2.4 Initial and Recurring Screening for Illegal Drugs..... 20**
 - 5.2.5 Government-Requested Screening..... 20**
 - 5.2.6 Psychological Screening.....21**
 - 5.3 Suitability 21**
 - 5.3.1 Suitability Requirements..... 21**
 - 5.3.2 Suitability Determination..... 22**
 - 5.3.3 Entry on Duty Decision 23**
 - 5.3.4 Unfavorable Determination 24**
 - 5.3.5 Favorable Determination 24**
 - 5.4 Security Clearances 24**
 - 5.4.1 General Information..... 24**
 - 5.4.2 Security Clearance Requirements..... 25**
 - 5.4.3 Determinations of Clearance for Individuals..... 26**
 - 5.4.4 Interim Personnel Clearance Level..... 26**
 - 5.4.5 Denied Clearances..... 26**
 - 5.4.6 Issued Clearances..... 27**

- 6 Training 28**
 - 6.1 General Information 28**
 - 6.2 Training Schedule 29**
 - 6.3 Training Certifications 29**
 - 6.4 Training Requirements by Position 29**
 - 6.4.1 Protective Security Officers 29**
 - 6.4.2 Supervisory PSOs..... 29**
 - 6.5 Written Examination 29**
 - 6.6 Weapons Training and Qualification..... 30**
 - 6.6.1 General Information 30**
 - 6.6.2 Initial Firearms Training 31**
 - 6.6.3 Initial and Semi-Annual Firearms Qualification 31**
 - 6.6.4 Transitional Weapon/Weapon Platform Change 31**
 - 6.6.5 Non-Qualification Requirements..... 31**
 - 6.6.6 Initial and Refresher Less-Than-Lethal Weapons Training 32**
 - 6.7 Government-Provided Training 32**
 - 6.7.1 Scheduling of Government-Provided Training and Testing..... 32**
 - 6.7.2 Orientation Training 32**
 - 6.7.3 Screener Training 32**
 - 6.8 First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED) Training..... 33**
 - 6.9 Other Special Training 33**
- 7 Documentation Requirements 34**
 - 7.1 File Creation 34**
 - 7.2 Electronic Certifications..... 34**
 - 7.3 Personnel Filing System 34**
 - 7.3.1 Organization of Files..... 34**
 - 7.3.2 Audit of Personnel Files..... 35**
- 8 Waivers and Deferrals 36**
 - 8.1 General Information 36**
 - 8.2 Medical Standards 36**
 - 8.3 Testing Procedures..... 36**
 - 8.4 Adjudication and Clearance Requirements 36**
 - 8.5 Permanent Waivers 36**
- 9 Required Services..... 37**
 - 9.1 Order of Precedence 37**
 - 9.2 Post Orders 37**
 - 9.3 Typical Duties..... 37**
 - 9.4 Access Control Posts 38**
 - 9.5 Visitor Processing Posts..... 38**
 - 9.6 Screening Posts..... 39**
 - 9.7 Patrol & Response Posts..... 39**
 - 9.8 Control Center Operations 39**
 - 9.9 Traffic Control 39**
 - 9.10 Receipt, Use and Safeguarding of Keys 39**
 - 9.11 Security and Safety Systems 40**

- 9.12 Rules and Regulations Governing Conduct on Federal Property..... 40
- 9.13 Physical Security, Law, and Order 40
- 9.14 Hazardous Conditions 41
- 9.15 Response to Injury or Illness 41
- 9.16 Additional Duties 41
- 9.17 Reports, Records, and Testimony..... 41
- 9.18 Civil Disturbances..... 42
- 9.19 Emergencies..... 42
- 9.20 Primary Security Responses 42
- 9.21 Protective Security Officer Post Arrival & Departure..... 42
- 9.22 Use of DHS Form 139 43
- 10 Conduct of Contractor Personnel..... 45
 - 10.1 General Information..... 45
 - 10.2 Reporting Adverse Information 45
 - 10.2.1 General Information..... 45
 - 10.2.2 Notification of Arrest..... 46
 - 10.3 Government Directed Removal of Contractor Employees 46
 - 10.4 Contract Employee Reinstatements 46
- 11. Key Personnel..... 47
 - 11.1 General Information..... 47
 - 11.2 Contract Manager..... 47
 - 11.3 Supervisor..... 48
 - 11.4 Training Instructor..... 48
 - 11.5 Other Than Key Personnel 48
 - 11.5.1 Corporate Security Officer 48
- 12 Operations 49
 - 12.1 Work Site 49
 - 12.1.1 Schedule 49
 - 12.1.2 Breaks..... 49
 - 12.2 Compliance 49
 - 12.3 Labor Category 49
 - 12.4 Contract Effort Required..... 49
 - 12.4.1 Productive Hours 49
 - 12.4.2 Reserve Security Force 49
 - 12.4.3 Emergency Security Services 50
- 13 Government-Provided Property..... 51
 - 13.1 General Information..... 51
 - 13.2 Use of Government Property 51
 - 13.3 Accountability of Government Property 51
 - 13.4 Safeguarding Government Property..... 52
 - 13.5 HSPD-12 Personal Identity Verification (PIV) Cards..... 52
- 14 Contractor-Provided Property 54
 - 14.1 General Information..... 54
 - 14.2 Communications Equipment 54
 - 14.3 Vehicles 54
 - 14.4 Firearms, Ammunition, and Less-Than-Lethal Weapons 54

14.5	Personal Protective Equipment (PPE)	55
14.6	Uniforms and Grooming	56
14.7	Supplementary Equipment	57
15	Quality Control, Quality Assurance, and Performance Evaluations.....	58
15.1	Quality Control	58
15.2	Quality Assurance.....	58
15.3	Performance Evaluations	59
16	Deliverables	60

1 Introduction

1.1 General Information

1.1.1 This is a Statement of Work (SOW) for [Department of Homeland Security](#) (DHS), [Federal Protective Service](#) (FPS) to provide Protective Security Officer (PSO) services throughout **Region 3** area of operations, as described in Post Exhibit 1. FPS considers PSO positions equivalent to [Department of Labor](#) (DOL) labor category Guard II. [Occupational Safety and Health Administration](#) (OSHA) considers PSO positions as First Responders Awareness Level ([CFR 1910.120\(q\)\(6\)\(i\)](#)).

1.1.2 Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, files and any other resources necessary to accomplish PSO services as described and required within this SOW and any revisions to SOW as specified in contract modifications.

1.1.3 Contractor shall work in coordination with FPS to execute requirements and meet standards identified within this contract.

1.1.4 Where Government identifies and references specific Solicitation/Contract Section numbers, that reference refers to that Section in its entirety, including every subsection having same number prefix. For example, a reference to requirements of this SOW under Section 6 includes all of Section 6 through last subsection identified with a prefix of "6".

1.1.5 References to United States citizenship and locations include those areas designated as territories and/or commonwealths.

1.2 Federal Protective Service

1.2.1 FPS is the law enforcement and security element for National Protection and Programs Directorate ([NPPD](#)). FPS is responsible for safeguarding federally owned and/or leased assets, while providing a secure environment for visitors and Federal agencies to conduct business.

1.2.2 PSOs perform an exceptionally crucial role in support of FPS missions and are typically the first contact for visitors within a Federal facility. In this exceedingly visible role, PSOs serve as a vital defense-in-depth measure. Security Force Contractors and their employees must realize the magnitude of their responsibility and continuously perform their duties in a courteous and professional manner, in full compliance with this SOW.

1.3 Acronyms

This Solicitation/Contract contains numerous acronyms. Upon introduction of a new term, an acronym will appear in parentheses. Below is a list of acronyms that appear in this Solicitation/Contract:

AED	Automatic External Defibrillator
CFR	Code of Federal Regulations
CM	Contract Manager CO Contracting Officer
COOP	Continuity of Operations
COTR	Contracting Officer's Technical Representative
CPR	Cardiopulmonary Resuscitation
DHS	Department of Homeland Security
DOD	Department of Defense
DOE	Department of Energy
DOL	Department of Labor
DSS	Defense Security Service
EOD	Entry on Duty
e-QIP	electronic Questionnaires for Investigation Processing
e-Verify	employment eligibility Verification System
ESS	Emergency Security Services
FAR	Federal Acquisition Regulation
FMR	Federal Management Regulation
FOUO	For Official Use Only
FPS	Federal Protective Service
GED	General Equivalency Diploma
HSAR	Homeland Security Acquisition Regulation
ICE	Immigration and Customs Enforcement
LES	Law Enforcement Sensitive
OPM	Office of Personnel Management
OSHA	Occupational Safety and Health Administration NIOSH National Institute for Occupational Safety and Health NISPOM National Industrial Security Program Operating Manual NPPD National Protection and Programs Directorate
NRC	Nuclear Regulatory Commission
PIV	Personal Identity Verification
PSO	Protective Security Officer
PTS	Post Tracking System
SAMHSA	Substance Abuse and Mental Health Services Administration
SBU	Sensitive But Unclassified
SGIM	Security Guard Information Manual
SOW	Statement of Work
SSBI	Single Scope Background Investigation
SUPV	Supervisor

1.4 Federal Management Regulations and Other Applicable Documents

1.4.1 Government regulations and FPS policies contain basic procedures for operation, maintenance, and protection of property. Contractor will use regulations and procedures outlined within this contract.

1.4.2 Contracting Officer (CO) will notify Contractor of new or revised regulations, directives, and/or requirements, when applicable, via contract modifications.

1.4.3 Contracting Officer's Technical Representative (COTR) shall furnish Post Desk Book, containing complete duty instructions for each post. Post Desk Book shall remain on Government property. Contractor and contract employees shall not reproduce, in any manner, any content of a Post Desk Book, unless specifically authorized in writing by COTR.

1.4.4 Contractor shall furnish a separate loose-leaf binder for each post, to maintain Contractor-related information/policies/directives.

1.4.5 Post Desk Book, Post Orders, Operational memorandums, directives, or other supplemental information may be identified and marked as; For Official Use Only (FOUO), Sensitive But Unclassified (SBU), and/or Law Enforcement Sensitive (LES), information. Contractor and contract employees shall safeguard this type of information appropriately and shall not disclose to individuals outside of PSO community.

1.4.6 [Federal Management Regulation](#) (FMR) 41 [Code of Federal Regulations](#) (CFR) 102-74 regulates allowable conduct of persons entering in or on property under charge and control of [General Services Administration](#). Placards citing [FMR 41 CFR 102-74](#) are posted at applicable locations.

1.5 Security Guard Information Manual (SGIM)

1.5.1 SGIM handbook contains information PSOs must read and be familiar with prior to assuming duties under this contract.

1.5.2 COTR shall provide Contractor one electronic copy of SGIM at post award meeting, held shortly after contract award.

1.5.3 Contractor shall be responsible for photocopying SGIM Handbook for PSOs, at no cost to Government.

2 Contract Transition

2.1 Phase-In

2.1.1 A smooth and orderly transition between Contractors is necessary to assure minimum disruption to vital Contractor services and Government activities. Government will consider no less than a minimum of 90 days and no more than 180 days maximum for start up, from contract award date to performance start date.

2.1.2 If Contractor intends to recruit existing workforce, they shall not disrupt official Government business or interfere with assigned duties of current contract employees.

2.1.3 Contractor may announce assumption of services date, distribute business cards, employment applications, brochures, and other company information to current contract employees, if done so without interfering with assigned duties; (e.g., during “off hours” or during breaks or meal periods),

2.1.4 Contractor shall not interview, recruit, schedule interviews, or conduct extensive discussions with current contract employees while they are on duty.

2.1.5 Contractor shall provide weekly transition status report during transition period to address items specified in Section 3.2.

2.2 Phase-Out of Contract and Continuity of Services

2.2.1 Contractor shall provide a list of current contract employees with suitability and certification expiration dates, and employee seniority list, when requested by COTR.

2.2.2 Contractor shall provide personnel records, including but not limited to, training, medical, suitability, and security records to incoming-Contractor, at least 60 days prior to expiration of current contract.

2.2.3 Contractor noncompliance of Section 2.2.2, may negatively impact exit performance evaluation and FPS may withhold final payment until resolved.

2.3 Conferences and Meetings

2.3.1 Contractor will be required to attend a government-scheduled post award meeting after contract award, but prior to start of performance.

2.3.2 Contractor will participate in a post award meeting; this meeting will encompass an in-depth review of contract requirements and Contractor’s Transition Plan.

2.3.3 During performance of contract, CO, COTR, and Contractor will meet, at a minimum, annually to discuss and resolve relevant contract issues.

October 2011

2.3.4 Contractor will prepare written minutes for all meetings, to include signature blocks for Contractor and CO and provide written minutes within seven calendar days after meeting date. CO will maintain a copy of minutes in contract file.

2.3.5 Should Government not concur with minutes as prepared, Government will provide a written memorandum identifying areas for clarification and/or disagreement within seven calendar days after receipt of minutes. These memorandums will be attached to corresponding meeting minutes.

3 Plans

3.1 General

3.1.1 Each plan submitted in accordance with Section 3, is subject to Government review, approval, and acceptance. Government reserves right to request revision(s) to submitted plan(s) if they do not adequately address and/or are not effective in meeting minimum contract requirements.

3.2 Transition Plan

3.2.1 Contractor shall provide a transition plan to CO and COTR within seven calendar days after contract award, and weekly status and progress reports detailing transition. At a minimum, Plan shall address:

3.2.1.1 Staffing

- Staffing Levels
- Process for transitioning predecessor employees (if applicable)
- Recruitment of new employees
- Strategy for providing post coverage during breaks and meal periods
- Reserve Force implementation
- Emergency Security Service (ESS) implementation
- Supervisory Plan implementation
- Key Personnel to include resumes and contact information
- Roles of management and administrative personnel
- Organizational chart

3.2.1.2 Communications

- Methods
- Protocols
- Equipment

3.2.1.3 Inventory & Equipment

- Maintenance
- Accountability
- Weapons
- Ammunition

3.2.1.4 Detailed Calendar

- Daily and weekly transition events throughout transition period
- Procurement timeline for equipment and uniforms

3.2.1.5 Status & Progress Reports

- Applications
- Staffing
- Permits, Licenses, and Registrations
- Personnel clearances
- Transition events
- Equipment and uniform purchases

3.3 Training Plan

3.3.1 Contractor shall be responsible for providing CO and COTR a Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after contract award.

3.3.2 Plan shall address:

- Strategy for meeting training requirements, to include any assumptions made by Contractor for timely scheduling of Government-provided training
- Proposed Training and Qualifications Schedules
- Weapons transition training (if applicable)
- Locations
- Coordination with FPS
- Class staffing levels
- Sources of Third Party training
- Sources of training equipment

3.4 Quality Control Plan

3.4.1 Contractor shall provide CO and COTR a detailed Quality Control Plan within 15 calendar days after contract award.

3.4.2 Contractor's Quality Control Plan shall address:

- Type, level, and frequency of Contractor's Quality Control actions
- Inspection checklists
- Reward and incentive programs
- Discipline procedures
- Deficiencies reported to COTR
- Reports

3.5 Contingency and Continuity of Operations (COOP) Plan

3.5.1 Contractor shall provide CO and COTR a detailed COOP Plan within 15 calendar days after contract award.

3.5.2 COOP Plan shall identify provisions made for acquisition of personnel, resources, and/or supplies, if necessary, for continuity of Government-contracted operations, until resumption of normal operations.

3.5.3 COOP Plan must, at a minimum, address and identify:

- Identifying and tracking emergencies and pandemics
- Tracking impact of emergencies and pandemics on workforce
- Compliance with applicable OSHA regulations
- Realignment and augmentation of resources to ensure meeting of Contractual Requirements to Include:
 - Challenges associated with maintaining PSO services during an extended emergency event, such as a pandemic that may occur in repetitious waves
 - Any time lapse associated with initiation of acquisition of necessary personnel, resources, and/or supplies and their actual availability on site
 - Components, processes, and requirements for identification, training, and preparedness of contractor personnel who are capable of relocating to alternative facilities
 - Prioritization and deployment of a limited or dwindling workforce
 - Educating and protecting of workforce to minimize operational impacts
 - Acquisition, storage, and distribution of personal protective equipment
- Communication with workforce and Government, to include:
 - Any established alert and notification procedures for mobilizing identified “critical Contractor service personnel”
 - Approach for communicating expectations to employees regarding their roles and responsibilities during an emergency
 - Any associated changes needed to Contractor’s information technology infrastructure to support contract in an emergency

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

4.1 General Information

4.1.1 Contractor must obtain, renew, and possess required licenses and permits as specified under this contract and applicable federal, state, and/or local regulating agencies.

4.1.2 Contractor shall NOT seek Government assistance or interference in receipt of legally required licenses and permits.

4.1.3 Contractor shall furnish a legible copy of required licenses and permits and provide any revised licenses or permits, (excluding permits and licenses issued to individual contract employees) to COTR, prior to any PSO standing post and provide any revised licenses or permits during contract term.

4.1.4 Contractor shall NOT impede or impose on outgoing-Contractor, in place, licenses and permits. FPS will not recognize transition of existing licenses and permits to Contractor until commencement of post staffing.

4.1.5 Contractor must obtain required licenses and permits for company and/or contract employees prior to PSOs standing post; not completing these actions could result in adverse actions, to include Termination for Default or default as applicable.

4.1.6 Contractor must maintain valid licenses and permits throughout contract period; not completing these actions could result in adverse actions, including but not limited to, Termination for Default or default as applicable. FPS will consider PSOs standing post without valid licenses and permits as an "open" post.

4.1.7 CO, COTR, and other authorized Government personnel shall have express authority to examine, upon request, all licenses and permits at any time during contract period.

4.1.8 Contractor shall complete, certify, and maintain records (electronic/scanned or paper) that show names and issue dates for each contract employee having required licenses, permits, training, and certifications.

4.1.9 False statements, certification, or falsification of any documents required in this contract by Contractor, Contract Manager, or any contract employee shall be punishable under [U.S. Code Title 18, Chapter 47, Section 1001, Fraud and False Statements](#). Government may initiate investigations by its Office of Inspector General or 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 Government tolerate falsification of required documents.

4.2 State and Local Requirements

4.2.1 Contractor shall obtain, possess and maintain state and/or local requirements, except where precluded by local law or ordinance, prior to commencement of work under this contract, to include:

4.2.1.1 Business and corporate licenses to operate as a commercial security service.

4.2.1.2 Official bond(s) and insurance, and pay any fees or costs involved or related to authorization for arming employees engaged in armed security officer services.

4.2.1.3 Licenses and permits for employees to be armed and have authority to detain person(s) suspected of committing crimes.

4.2.2 Contractor shall adhere to minimum age requirements set forth by Federal, state and/or local laws. If minimum age exceeds contract minimum age requirement of 21 years of age, Federal, state and/or local law shall take precedence over contract requirement.

4.3 Carriage of Licenses and Permits

4.3.1 PSOs shall carry original or photocopy of firearm licenses/permits on their person while traveling to/from duty station and on duty, when required by local or state law.

4.3.2 PSOs who do not have valid firearm license/permit in their possession or cannot produce one, when requested, shall be removed from post immediately. Contractor will be notified immediately and a request for remedy will be initiated. PSO may return to post once valid firearm licenses/permits are produced. Post will be considered "open" during period of non-compliance.

4.3.3 PSOs are authorized to travel to and from duty stations armed, with assigned duty weapon(s), unless prohibited by law.

4.4 Licensing Fees

4.4.1 Contractor must pay all costs and fees associated with applying for, receiving and maintaining permits and licenses throughout the contract, including payment of all costs and fees for contractor employees who are required by federal, state or local regulating agencies to individually apply for licenses/permits.

4.4.2 Where federal, state, or local regulating agencies require contract employees to individually apply and pay for licenses/permits, Contractor shall reimburse employees for all costs and fees associated with obtaining required licenses/permits.

5 Qualifications of Personnel

5.1 General Information

5.1.1 Contractor shall ensure that no person who is an illegal or an undocumented alien is employed as a PSO under this contract.

5.1.2 To be eligible to perform under this contract, PSOs must meet following requirements:

5.1.2.1 Be a citizen of the United States of America, including U.S. territories and/or commonwealths. COTR may approve Lawful Permanent Residents who are currently members of U.S. armed services (Reserves or National Guard) or who possess an Honorable Discharge from a U.S. Military component.

5.1.2.2 Have been issued an approved Social Security Card by [Social Security Administration](#).

5.1.2.3 Received, at minimum, either a high school diploma or General Equivalency Diploma from an accredited institution recognized by U.S. [Department of Education](#).

5.1.2.4 Meet at least *one* experience/education levels listed below:

5.1.2.4.1 Three years of security experience within past five years

5.1.2.4.2 Three years of military or National Guard (active duty or reserve)

5.1.2.4.3 Successful completion of a state certified Law Enforcement Education and Training or Police Officer's Standard Training course

5.1.2.5 PSOs shall fluently speak, read, comprehend, and compose coherent written reports in English. Government may require PSOs to possess proficiency in a specific language for certain posts and will indicate this requirement in Post Exhibit (Exhibit 1).

5.1.2.6 PSOs must complete (sign/date) a Lautenberg Amendment Statement/Domestic Violence certification annually. [Lautenberg Amendment, 18 U.S.C. § 922\(g\) \(8\) and \(9\)](#).

5.2 Medical and Physical Qualifications

5.2.1 General Information

5.2.1.1 Contractor shall ensure PSOs working under this contract meet medical and physical requirements described in sections below.

5.2.1.2 Contractor is responsible for ensuring PSOs are able to perform essential functions described in this SOW, with any reasonable accommodation. If PSO alleges he/she has a disability and requires reasonable accommodation to perform essential job functions, it is sole responsibility of Contractor to discuss reasonable accommodations with PSO and to decide what accommodation, if any, to provide at its own expense. COTR shall review all reasonable accommodation documentation to ensure completeness and compliance with contract.

5.2.1.3 Contractor, not Government, is responsible for complying with provisions of Americans with Disabilities Act of 1990 ([42 USC 12101-12213](#)), Rehabilitation Act of 1973 ([29 USC 790-794](#)), and applicable OSHA Occupational Safety and Health Standards ([29 CFR 1910](#)).

5.2.2 Medical Standards

5.2.2.1 Contractor shall require PSOs to undergo a pre-employment medical/physical examination and every three years thereafter. A licensed physician shall administer examinations and document results on Medical Questionnaire (Exhibit 7).

5.2.2.2 Contractor shall ensure a licensed physician fully and accurately completes Sections 2 and 3 of PSO Medical Questionnaire, as based on medical standards and essential job functions set forth under this contract. PSOs must meet health certification requirements listed in PSO Medical Questionnaire.

5.2.2.3 PSOs must meet following medical standards:

5.2.2.3.1 **Vision:** Applicant must have binocular vision and must not test less than 20/30 (Snellen). An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level is medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Number 2 or equivalent type and size letter at a distance of no less than 12 inches on a standard Jaeger chart. Applicant must have normal color vision.

5.2.2.3.2 **Hearing:** Applicant average hearing at 500, 1000, 2000, and 3000 Hertz (Hz) must be less than or equal to 25 decibels. Applicant hearing at 4000 and 5000 Hz must be less than or equal to 45 decibels. If there is a difference in hearing between applicant's ears (in excess of 15 decibels at 500-3000 Hz range or in excess of 30 decibels at 4000-5000 Hz range), Applicant must receive a test for sound localization. Applicant shall not have ear disorders affecting equilibrium. Applicant may use a hearing aid.

5.2.2.3.3 **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with an individual's ability to speak is a disqualifying factor.

5.2.2.3.4 **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and an individual's safe and efficient job performance is a disqualifying factor. Applicant aerobic capacity is a minimum 9 MET or 31.5 ml/kg min VO₂ Max.

5.2.2.3.5 Chest and Respiratory System: Individual must have a healthy respiratory system and receive an evaluation and clearance for use of disposable particulate respirators meeting [N95 standards](#) as established by National Institute for Occupational Safety and Health (NIOSH). Any disease or condition that interferes with respiratory function and an individual's safe and efficient job performance is a disqualifying factor.

5.2.2.3.6 Gastrointestinal System: Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and an individual's safe and efficient job performance is a disqualifying factor.

5.2.2.3.7 Genitourinary System: Individual must have a healthy genitourinary system. Any disease or condition that interferes with an individual's safe and efficient job performance is disqualifying.

5.2.2.3.8 Endocrine and Metabolic Systems: Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect an individual's safe and efficient job performance is a disqualifying factor.

5.2.2.3.9 Musculoskeletal System: Any condition that adversely impacts on an individual's movement, agility, flexibility, strength, dexterity, coordination, or ability to accelerate, decelerate, or change directions, and that is likely to adversely affect an individual's safe and efficient performance of duties, is a disqualifying factor.

5.2.2.3.10 Hematology System: Any hematological condition characterized as chronic, caused a hematological crisis, or adversely impacts an individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.

5.2.2.3.11 Neurological Systems: Any disease or condition that interferes with an individual's central or peripheral nervous system function and that is likely to adversely affect 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.

5.2.2.3.12 Psychiatric Disorders: Any disorder that affects an individual's judgment, cognitive function, or safe and efficient performance of essential job functions, is a disqualifying factor.

5.2.2.3.13 Dermatology: Any disease or condition that may cause an individual to be unduly susceptible to injury or disease as a consequence of environmental exposures or which results in restricted functioning or movement and thereby impairs safe and efficient performance of essential job functions is a disqualifying factor.

5.2.2.3.14 Medication: Individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with 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.

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

5.2.3 Physical Demands

5.2.3.1 PSOs must be physically able to perform tasks and/or functions listed below, in performance of assigned duties:

5.2.3.1.1 Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require an individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind).

5.2.3.1.2 Frequent contact with general public, law enforcement, and dispatch center, requiring an ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).

5.2.3.1.3 Ability to remain on post up to four consecutive hours without sitting, eating, or relieving bladder/bowels.

5.2.3.1.4 Ability to remain alert for up to 12 hours, with ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.

5.2.3.1.5 Ability to use post security equipment (metal detectors, X-rays, CCTV); ability to use handcuffs, baton, and firearm at any time while on duty.

5.2.3.1.6 Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.

5.2.3.1.7 Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis (e.g., provide emergency First Aid or/resuscitation while waiting for arrival of paramedics or other emergency personnel).

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

5.2.3.2 Contractor shall remove individuals deemed incapable of performing above tasks or functions from contract.

5.2.3.3 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 Government.

5.2.4 Initial and Recurring Screening for Illegal Drugs

5.2.4.1 PSOs must submit to urine drug screening as part of initial pre-employment process and during recurring medical examination, every three years.

5.2.4.2 Drug screenings shall conform to current 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](#)".

5.2.4.3 Contractor must use laboratories listed on SAMHSA's "[Current List of Laboratories Which Meet Minimum Standards to Engage in Urine Drug Testing for Federal Agencies](#)".

5.2.4.4 Contractor shall not permit an applicant/employee to take multiple tests in order to receive an acceptable reading.

5.2.4.5 Contractor shall perform random drug screenings of 10% of all PSOs assigned to this contract over a 12-month period.

5.2.4.6 Contractor shall immediately remove contract employee(s) from contract and immediately inform COTR and CO of results when a verified positive reading is received.

5.2.4.7 Contractor shall provide quarterly reports detailing frequency and results of random drug screenings to COTR on 10th day of January, April, July, and October.

5.2.4.8 Government will permanently disqualify any contract employee who undergoes either a random or Government-requested urine drug screening and receives a verified positive (meets or exceeds cutoff levels) for any substance(s) from working under this or any other FPS security force services contract.

5.2.5 Government-Requested Screening

5.2.5.1 CO and/or COTR may request urine drug screenings, in writing, to Contract Manager at any time. Drug screenings shall follow guidelines described in Section 5.2.4.

5.2.5.2 Contract Manager shall arrange for test as soon as possible, but no later than three working days.

5.2.5.3 Contract employee(s) identified for Government-requested urine drug screenings may continue working under contract until Contractor receives test results.

5.2.5.4 Contractor shall pay contract employee normal hourly rate/salary for time associated with screening.

5.2.5.5 Contractor will be required to submit a Request for Equitable Adjustment for reimbursement, if results of urine drug screening are negative.

5.2.5.6 Contractor shall bear all expenses relating to test for employee(s) when a verified positive reading is received.

5.2.6 Psychological Screening

5.2.6.1 Contractor shall ensure PSOs complete a pre-assignment psychometric tests from one of the tests listed below:

- Minnesota Multiphasic Personality Inventory – Version 2 (MMPI-2)
- Inwald Personality Inventory (IPI)
- Million Clinical Multiaxial Inventory – Version III (MCMI-III)

5.2.6.2 Contractor shall ensure tests are administered, analyzed, and validated by a certified and licensed psychologist by the Maryland State Board of Examiners of Psychology and validated results are maintained in the PSOs personnel file.

5.2.6.3 PSOs who receive a validated result other than {Recommended} will not be eligible to work on this contract.

5.3 Suitability

5.3.1 Suitability Requirements

5.3.1.1 Contractor employees, i.e.; PSOs, Supervisors, and Project Manager, shall obtain and maintain a minimum fitness determination of High Risk Public Trust Position, based on Background Investigation (BI).

5.3.1.2 Contractor is responsible for ensuring PSOs, Key Personnel, and any other company officers that visit work sites, receive formal suitability adjudication by FPS.

5.3.1.3 Contractor shall have PSOs and Key Personnel provide required information and documents to COTR within 10 calendar days after contract award and shall have all other personnel provide the required documentation as soon as practical.

5.3.1.4 Contractor personnel will not be able to perform under this contract until receiving a favorable suitability determination.

5.3.1.5 Contractor should plan paperwork submissions accordingly; standard processing time is generally 30 calendar days.

5.3.1.6 Government shall make all Contractor suitability determinations in accordance with criteria outlined in [5 CFR 731.202](#).

5.3.1.7 Contractor is responsible for renewing employees' suitability clearance prior to expiration.

5.3.1.8 Contractor must remove contract employee(s) upon expiration of suitability clearance, until such time an updated favorable suitability determination can be made by FPS.

5.3.1.9 Contractor shall submit suitability packages 45 to 60 days prior to current suitability expiration date.

5.3.1.10 Contractor must ensure forms submitted to FPS are complete, legible, and accurate. FPS will return illegible or incomplete forms submitted, which may result in delays of adjudication process.

5.3.1.11 FPS shall not be responsible for any delays which occur due to Contractor's inability to submit complete, accurate, and legible forms.

5.3.1.12 Contractor shall use an electronic employment eligibility verification system (e-Verify) to verify employment eligibility of:

- Persons hired during contract term by Contractor, to perform employment duties within United States
- Persons assigned by Contractor, to perform work within United States on Federal contracts

5.3.1.13 Contractors shall use local, state, or Federal law enforcement sources to obtain readable fingerprints on appropriate fingerprint cards. Government encourages Contractor to use locations which use electronic fingerprint scanning machines.

5.3.1.14 CO shall have express authority to prohibit any employee from performing under contract until employee comes into full compliance with suitability criteria.

5.3.1.15 Contractor is responsible for all costs associated with obtaining and renewing suitability clearances for employee associated with this contract.

5.3.2 Suitability Determination

5.3.2.1 Once a prospective contract employee applies for a position and receives a favorable evaluation by Contractor (i.e., meets the minimum qualification requirements cited in this SOW and otherwise meets Contractor's hiring criteria), Contractor shall submit Government furnished forms for each contract employee to COTR:

- Contractor Information Worksheet
- Two completed original Forms [FD-258, Fingerprint Chart](#)
- Following forms via [e-QIP](#):
 - DHS Form 11000-9, Disclosure and Authorization Pertaining to Consumer Reports pursuant to Fair Credit Reporting Act
 - Foreign National Relatives or Associates Statement
 - Lautenberg Amendment Statement
 - [Standard Form \(SF\) 85P, Questionnaire for Public Trust](#)
 - [Standard Form 85P-S, Supplemental Questionnaire for Selected Positions](#)
 - Signed e-Verify Confirmation Notice
 - OF-306, Declaration for Federal Employment

5.3.2.2 Any investigation conducted by or for another federal agency on an individual that is of same or higher type and scope as one required for position is sufficient to meet investigation requirements if investigation occurred within past five years.

5.3.2.3 Any investigation conducted by or for another federal agency on an individual whose scope is less than that required for position and meets investigation requirements of position is eligible for upgrade if investigation occurred within past five years.

5.3.2.4 Contract employees cleared through this process while employed under a predecessor contract, suitability determination made under previous contract will carry over to new contract.

5.3.2.5 Government may not be able to complete a satisfactory background investigation on individuals not residing in the United States for three of the past five years. In such cases, FPS retains right to deem individual(s) as ineligible due to insufficient background information.

5.3.2.6 FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability decisions for employees.

5.3.2.7 FPS may, as deems appropriate, authorize and grant a temporary suitability decision to contract employees.

5.3.2.8 Issuance of a temporary decision to any contract employee shall not be an assurance that FPS will grant full suitability.

5.3.2.9 Granting of either temporary or full suitability shall in no way prevent, preclude, or bar later withdrawal or termination of any such suitability by Government.

5.3.3 Entry on Duty Decision

5.3.3.1 FPS 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 results of a background investigation.

5.3.3.2 FPS may, as deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. Favorable EOD decision would allow employees to commence work temporarily prior to completion of the full investigation.

5.3.3.3 Contractor shall not consider a granting of a favorable EOD decision as assurance that full employment suitability authorization will follow as a result thereof.

5.3.3.4 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 FPS, at any time during contract period.

5.3.3.5 Contractor shall not allow any contract employee unescorted access to a Government facility without a favorable EOD decision or suitability determination by FPS.

5.3.3.6 Contract employees not needing access to sensitive information or recurring access to Government facilities will not be subject to security suitability screening.

5.3.3.7 Contract employees awaiting an EOD decision may begin training for work, provided they do not access sensitive Government information.

5.3.3.8 Limited access to Government facilities is allowable prior to EOD decision, if a Government employee escorts contract employee. Limited access allows contractor employees to attend briefings, non-recurring meetings and begin transition work.

5.3.4 Unfavorable Determination

5.3.4.1 FPS shall immediately advise Contractor that an employee cannot work under contract if found to be unsuitable. Contractor shall in turn immediately remove employee from contract.

5.3.4.2 Contract employee or Contractor may appeal suitability determination through CO. In such cases where Contractor proceeds with hiring process, Contractor assumes risk until Government issues a final suitability determination.

5.3.4.3 Contract employee who receives adverse determination notice shall not work under this or any FPS security force service contract; also applies to contract employees whose adverse adjudication is pending appeal.

5.3.4.4 Disqualifying information includes but is not limited to:

- Conviction of a felony, a crime of violence, or a serious misdemeanor
- Possessing a record of arrests for continuing offenses
- Falsification of information entered on suitability background investigation forms

5.3.4.5 FPS will provide Contractor an opportunity to refute, explain, clarify, or mitigate adverse or derogatory information uncovered during the suitability process.

5.3.4.6 Individuals receiving an unfavorable determination will receive formal notification that details the reason(s) for the determination.

5.3.5 Favorable Determination

5.3.5.1 Contract employee is suitable to work security force service contracts for five years upon favorable determination; if nothing occurs within five-year period that would render employee unsuitable for continuing performance under contract.

5.4 Security Clearances

5.4.1 General Information

5.4.1.1 Government shall notify Contractor of required security classification of this contract and elements thereof, and of any subsequent revisions in such security classifications, by use of Contract Security Classification Specification ([DD Form 254](#)), or other written notification.

5.4.1.2 DHS determined that performance of this contract requires Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) to access sensitive DHS information and may require access to classified National Security Information (herein known as classified information) up to and including **(NOT APPLICABLE)** classification level and Special Access Programs (SAP) **(NOT APPLICABLE)**.

5.4.1.3 Contractor and/or contract employees, in addition to meeting FPS background suitability requirements, may require security clearance eligibility for this contract and task order(s).

5.4.1.4 Contract employees shall be subject to a background investigation prior to working on site, where requirements for such clearances exist. This requirement may also pertain to other employees, who for any reason may visit a work site(s) during contract period.

5.4.1.4.1 Any investigation conducted by or for another federal agency on a Contractor or individual that is of same or higher type and scope as one required for position is sufficient to meet investigation requirements prescribed in National Industrial Security Program Operating Manual ([NISPOM](#)).

5.4.1.4.2 Any investigation conducted by or for another federal agency on a Contractor or individual whose scope is less than that required for position and meets investigation requirements of position is eligible for upgrade in accordance with investigation requirements prescribed in NISPOM.

5.4.1.5 In all areas requiring a Department of Defense ([DOD](#)), Department of Energy ([DOE](#)), Nuclear Regulatory Commission ([NRC](#)), or other agency security clearance, Contractor shall comply with provisions of most currently available NISPOM and Security Agreement ([DD Form 441](#)).

5.4.1.5.1 NISPOM is available from Defense Security Service ([DSS](#)) or mail in a request for publication to Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X).

5.4.1.6 Personnel security clearances applications (forms) required for DoD security clearances are available through DSS; for DOE and for NRC.

5.4.2 Security Clearance Requirements

5.4.2.1 Contractor will abide by requirements set forth in DD Form 254, NISPOM and/or as directed by DSS for protection of classified information, if contract requires access to classified information. If Contractor fails to follow requirements above, this may result in revocation of clearance and Termination for Default.

5.4.2.2 Contractor and all applicable personnel shall receive clearances pursuant to Defense Industrial Security Regulations, or other applicable regulations.

5.4.2.3 Contract employees may not work at a classified post until a Visit Authorization Letter(s) or a final clearance from DOE, NRC, or other agency is received.

5.4.2.4 Contractor shall comply with applicable subsection as identified by CO. **(5.4.2.4(a))**.

5.4.2.4(a) Contractor must possess a facility clearance that is equal to level for work on this contract as specified in Section 5.4.1.2 prior to submission of proposal or quote.

5.4.2.4(b) DHS may sponsor Contractor for a facility clearance, if contract performance requires access to classified information and Contractor selected for award does not possess a facility security clearance that is equal to level for work on this contract as specified in Section 5.4.1.2.

5.4.2.5 If Contractor does not maintain or receive a facility clearance prior to date by which PSOs are to stand post; Government may initiate proceedings for Termination for Default.

5.4.2.6 Contractor is responsible for all costs associated with obtaining and renewing applicable security clearances for each contract employee.

5.4.3 Determinations of Clearance for Individuals

5.4.3.1 Security clearance determination is a process separate and distinct from suitability determination. Employee must complete applicable forms in Section 5.3.2.1; exception [Standard Form \(SF\) 86](#), Questionnaire for National Security Positions must be completed in lieu of SF 85P or SF 85P-S.

5.4.3.2 Investigative standards for access to Secret classified information will be a National Agency Check with Local and Credit Checks (NACLC).

5.4.3.3 Minimum investigative standard for access to Top Secret classified information will be a Single Scope Background Investigation (SSBI).

5.4.3.4 Contractor shall only submit security packages on prospective employees whose integrity, credit, and character will meet security suitability requirements of DHS.

5.4.3.5 Government may not be able to complete a satisfactory background investigation on applicants/employees not residing in United States for three of the past five years. In such cases, DHS retains right to deem an applicant/employee as ineligible due to insufficient background information.

5.4.4 Interim Personnel Clearance Level

5.4.4.1 Government may grant interim SECRET clearance eligibility as appropriate, provided there is no evidence of adverse information of material significance.

5.4.4.2 Non-United States citizens are not eligible for access to classified information on an interim basis.

5.4.4.3 DHS will not accept interim TOP SECRET clearances.

5.4.5 Denied Clearances

5.4.5.1 Individuals who receive notice of denied clearance eligibility will receive formal notification that detail reason(s) for determination.

5.4.5.2 COTR will advise Contractor that an employee shall not work under this contract at those locations which require a security clearance.

5.4.5.3 Government shall provide contract employee and/or Contractor an opportunity to refute, explain, clarify, or mitigate adverse or derogatory information uncovered during investigation.

5.4.5.4 Contract employee or Contractor may appeal denied clearance determination to DSS.

5.4.5.5 If Contractor proceeds with hiring process, Contractor assumes risk until Government issues final determination of employee's clearance eligibility determination.

5.4.6 Issued Clearances

5.4.6.1 Contractor shall notify COTR, in writing via a Visit Authorization Request, within five calendar days of receipt of authorization for employees eligible for assignment to classified areas.

6 Training

6.1 General Information

6.1.1 COTR has discretion to accept or deny proposed exemptions for previous training and/or certifications obtained under another FPS contract. Previous training and certification documentation and/or credentials must be valid and meet requirements of this contract to be considered.

6.1.2 Contractor may proceed with Contractor-provided training at their own risk while awaiting results of suitability adjudication process.

6.1.3 Contractor may schedule required Government-provided training, testing, and qualification with FPS during waiting period.

6.1.4 Contractor shall provide training for primary and any additional or Less-Than-Lethal weapons used under scope of contract.

6.1.5 Contractor shall provide each PSO a legible, securely bound copy of SGIM at beginning of basic training course.

6.1.6 Required training syllabi are listed in SOW Exhibits.

6.1.7 Contractor is responsible for all related costs incurred by PSOs while attending contract mandated training, test, or examination, to include; expenses for transportation, lodging, and meals (if applicable).

6.1.7.1 PSOs who are required to attend training and/or testing to maintain current certification, to include weapons transition training, shall receive compensation in accordance with applicable Service Contract Act ([SCA](#)), DOL prevailing wage determination, or collective bargaining agreement.

6.1.7.2 For pay purposes, Government considers time spent by certified PSOs in training and testing as equivalent of time spent standing post.

6.1.7.3 Contractor shall apply payment requirements of Fair Labor Standards Act ([FLSA](#)) for pre-certification training provided by Contractor.

6.1.8 During Contractor-provided training, Contractor must ensure PSOs are not disruptive to others (i.e. repeated lateness, absences, or disrespectful behavior). Such behavior indicates a student may not be suitable for a PSO or supervisory position.

6.1.9 During Government-provided training, if applicable, Instructors will notify Contractor of disruptive behavior and advise such behavior may result in removal from training.

6.2 Training Schedule

6.2.1 Contractor shall provide a monthly training schedule to COTR by 10th day of each month, one month in advance of scheduled training.

6.2.2 Contractor shall notify COTR of any changes to previously scheduled Training and Qualifications sessions, minimum of 10 calendar days before date of training.

6.2.3 Contractor is responsible for scheduling and coordinating with FPS for Government-provided training, examinations, and/or weapons qualifications.

6.3 Training Certifications

6.3.1 Contractor shall certify completion of training requirements in accordance with Section 7.2.

6.3.2 Contractor shall maintain copies (paper or electronic) of required training and/or certifications in its personnel files. Contractor, upon request and/or without advance notice, shall provide copies to CO or COTR anytime during normal business hours.

6.4 Training Requirements by Position

6.4.1 Protective Security Officers

6.4.1.1 Complete required training as outlined in SOW Exhibits.

6.4.1.2 Required training includes both, recurring and “one-time only” courses. If completed successfully, one-time only courses are not required to be repeated during contract period. One-time only courses are:

- Contractor-Provided Basic Training (Exhibit 4B)
- Contractor-Provided Initial Weapon Training and Qualifications (Exhibit 4C)
- Government-Provided Orientation Training (Exhibit 4G)
- Government-Administered Written Exam (Section 6.5)

6.4.1.3 Complete 40 hours of Contractor-provided Refresher Training (Exhibit 4E) within three years of basic training or previous refresher training conclusion date.

6.4.2 Supervisory PSOs

6.4.2.1 Complete training and testing requirements established under Section 6.4.1.

6.5 Written Examination

6.5.1 Contractor must schedule Government-administered written examination upon completion of basic training and favorable pre-employment suitability of a PSO.

6.5.1.1 Examination has 50 multiple-choice questions, taken directly from SGIM, and will test a PSO's familiarity with and understanding of duties and requirements.

6.5.1.2 Passing score is 70% (must correctly answer 35 of 50 questions).

6.5.2 If a PSO does not pass examination on first attempt, PSO may have one additional attempt within 90 days from initial test date.

6.5.2.1 If a PSO does not obtain a passing score on second attempt, employee must wait one year to retrain and retake examination.

6.5.2.2 If a PSO does not pass examination on first attempt, but waits longer than 90 days to retake examination, PSO must wait one year to retrain and retake examination.

6.5.2.3 PSOs shall not work under any FPS contract during one-year waiting period. After one-year waiting period, Contractor shall consider PSO a new hire.

6.6 Weapons Training and Qualification

6.6.1 General Information

6.6.1.1 PSOs must achieve a qualifying score for each weapon platform associated with this contract and/or specific post requirement prior to working post.

6.6.1.2 Contractor must coordinate with COTR to ensure FPS representatives are in attendance to witness PSO firearms qualifications to be considered valid.

6.6.1.3 PSO will not be exempt from semi-annual range qualification requirements, even though prior successful training was completed.

6.6.1.4 Contractor shall use current Immigration and Customs Enforcement ([ICE](#)) targets only, unless prohibited by state or local law. Targets shall have a cardboard backing of equal or greater size than target itself. If target is non-turning, Contractor shall use a shot timer.

6.6.1.5 Contractor shall provide weapons, ammunition, and any other range equipment such as barricades, hearing and eye protection, etc., required for training and qualifications.

6.6.1.6 Contractor and PSOs must adhere to rules and regulations at firing ranges and other training facilities.

6.6.1.7 Contractor shall be responsible for licenses and permits required for weapons during transit between dispatch point and range.

6.6.1.8 PSOs shall wear complete duty uniform for firearm training and qualification, to include, issued body armor, duty belt and equipment.

6.6.2 Initial Firearms Training

6.6.2.1 Contractor is responsible for providing PSOs with a minimum of 32 hours of firearms training prior to initial qualification. A minimum of eight hours will be dedicated classroom training and (for handgun) a minimum of 24 hours, excluding associated down time, will be dedicated live fire training.

6.6.2.2 Previous firearms training and qualification may be accepted if verified and applicable to requirements outlined in this contract.

6.6.3 Initial and Semi-Annual Firearms Qualification

6.6.3.1 PSOs must qualify using duty ammunition.

6.6.3.2 Each firearms qualification “session” consists of no more than two attempts to qualify. If unsuccessful on first qualification attempt, second attempt must occur immediately after. A qualifying score is 80% or better (Exhibit 4C).

6.6.3.3 Contractor shall ensure PSOs receive necessary firearms training and/or range time to successfully re-qualify during semi-annual requirement

6.6.4 Transitional Weapon/Weapon Platform Change

6.6.4.1 Contractor shall complete Transitional Weapon and Weapon Platform Change training in accordance with Exhibit 4C.

6.6.4.2 PSO must have a current qualification to complete Transitional Weapon or Weapon Platform Training/Qualification. If PSO does not have current qualification, PSO must complete training and qualification in accordance with 6.6.2.1.

6.6.5 Non-Qualification Requirements

6.6.5.1 If PSO does not qualify during first session, PSO must attempt a second qualification session within 30 days.

6.6.5.2 Contractor is responsible for determining PSO training needs and must provide a minimum of eight hours of remedial training, prior to second qualification session.

6.6.5.3 Contractor shall document remedial training conducted in PSOs personnel file.

6.6.5.4 If PSO does not qualify during second qualification session, Contractor must provide a minimum of eight hours of remedial training prior to each session (two attempts) at qualification by PSO.

6.6.5.5 Government shall not be liable for compensating a Contractor for any additional expenses or costs incurred by Contractor to maintain PSOs semi-annual weapons qualification.

6.6.6 Initial and Refresher Less-Than-Lethal Weapons Training

6.6.6.1 Contractor shall conduct annual refresher training for any less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stuns weapons, etc.), equipment, or devices required under this contract.

6.6.6.2 Contractor is responsible for providing training and certification as specified by manufacturers' recommendations and/or any state or local requirements that may apply to use or carriage of less-than-lethal weapons.

6.7 Government-Provided Training

6.7.1 Scheduling of Government-Provided Training and Testing

6.7.1.1 Contractor shall schedule and coordinate Government-provided training and testing with COTR. Government will only schedule this training after contract award.

6.7.1.2 Contractor shall ensure PSOs attend scheduled training, examination, and qualification sessions. Term 'absence' includes any person properly scheduled for training/testing and who fails to report to appointed place, at proper time, and date. An absence may be excused or unexcused.

6.7.1.3 FPS Training Instructors shall compile a list of PSOs who have an unexcused absence for each day of training and will forward this list to COTR.

6.7.2 Orientation Training

6.7.2.1 PSOs must receive FPS Orientation Training before standing post.

SECTION 6.7.3, SCREENER TRAINING, CONTAINED IN THE OCT. 2011 SOW IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

6.7.3 National Weapons Detection Training Program (NWDTP)

6.7.3.1 PSOs assigned screening post duties, and PSOs assigned as uniformed supervisors that have oversight for screening posts, must successfully complete a sixteen (16) hour curriculum for weapons detection training prior to performing or supervising screener duties.

6.7.3.1.1 Screening Post Defined. Any post, which post orders articulate the use of magnetometer(s) (hand held or walk through), x-ray machine, and/or other device(s) used to screen for potential presence of weapons or explosives.

6.7.3.2 PSOs must take and pass a Government-administered written examination and complete and pass a practical exercise to demonstrate an ability to perform screener duties in accordance with **Exhibit 4G**.

6.7.3.3 If the PSO does not pass the written exam and/or graded practical exercises on the first attempt, the PSO cannot provide services at a screening post until successfully passing the written exam and/or graded practical exercise. This will not preclude the PSO from providing services at non-screening posts. The PSO will have one (1) additional attempt to pass within 90 days from initial attempt. PSO must complete requirements in accordance with **6.7.3.1 and Exhibit 4G**.

6.7.3.3.1 If PSO exceeds time requirements identified in 6.7.3.3, PSO must wait one (1) year from initial attempt to rescheduled and/or recomplete training. This will not preclude PSOs from providing services at a non-screening post.

6.7.3.3.2 If the PSO does not pass the written exam and/or graded practical exercises on the second attempt, PSO must wait one (1) year from date of second unsuccessful attempt to retrain and re-take exam and practical exercises. This will not preclude PSOs from providing services at non-screening posts.

6.7.3.4 PSO must perform, at a minimum, 8 hours of x-ray machine operation, to screen for weapons and explosives every 60 days to maintain certification requirements. The contractor will be solely responsible for ensuring the minimum 8 hours of x-ray machine operation. Any costs associated (re-training) with not meeting this standard will be the responsibility of the contractor. In addition, the contractor will be responsible via a price reduction to compensate the government for any re-training time. (Time must be recorded on Form 139 or within an FPS approved Post Tracking System.

6.7.3.4.1 If requirements identified in 6.7.3.4 are not met, maintained, and/or properly documented, PSO must successfully complete NWDTP Refresher Training, in accordance with 6.7.4 and **Exhibit 4H**, prior to performing screener duties.

6.7.4 NWDTP Refresher Training

6.7.4.1 PSOs assigned to screening posts and supervisors that have oversight for screening posts must maintain NWDTP certification by completing eight (8) hours of annual refresher training.

6.7.4.1.2 Upon completion of annual refresher training, **PSOs assigned to screening posts** must take and pass a Government-administered written examination and complete and pass a practical exercise to demonstrate an ability to perform screener duties in accordance with **Exhibit 4H**.

6.7.4.1.2 If PSOs do not pass the written exam and/or graded practical exercises on the first attempt, the PSO cannot provide services at a screening post until successfully passing the written exam and/or graded practical exercise. This will not preclude the PSO from providing services at non-screening posts. The PSO will have one (1) additional attempt to pass within 90 days from initial attempt. PSO must complete requirements in accordance with **6.7.3.1 and Exhibit 4H**.

6.7.4.1.3 If PSO exceeds time requirements identified in 6.7.3.3, PSO must wait one (1) year from initial attempt to rescheduled and/or recomplete training. This will not preclude PSOs from providing services at a non-screening post.

6.7.4.1.4 If the PSO does not pass the written exam and/or graded practical exercises on the second attempt, PSO must wait one (1) year from date of second unsuccessful attempt to retrain and re-take exam and practical exercises. This will not preclude PSOs from providing services at non-screening posts.

EXHIBIT 4G

**GOVERNMENT-PROVIDED TRAINING
WEAPONS DETECTION TRAINING PROGRAM (WDTP) – INITIAL**

Contractor will provide COR with training roster identifying Protective Security Officers (PSO) that will attend each training session. For informational purposes, the government estimates training sessions will be limited to six students per instructor. COR will provide Contractor with training locations and dates. “Hours” column identifies approximate training time to cover course material. Actual time may fluctuate per subject, but total training time will not exceed sixteen (16) hours.

16 Hours Total

Subject	Hours	Scope
Point PSO	3	Lecture and practical application required to perform Point PSO Duties
Metal Detector Operator Walk Through Metal Detector	3	Instruction will include lecture and practical application to prepare PSO how to screen persons using a walk-through metal detector
Metal Detector Operator Hand Held Metal Detector	4	Instruction will include lecture and practical application to prepare PSO how to screen persons using a hand-held metal detector.
X-ray Machine Operator	6	Instruction will include lecture and practical application related to duties of a PSO an X-ray Machine at a screening station.
Written Examination and Practical Demonstration Requirements		
PSOs identified in 6.7.3.1 must pass written examination with a minimum 70%. Examination will consist of multiple-choice questions that come directly from 16-hour training.		
PSOs identified in 6.7.3.1 must demonstrate ability during a graded practical exercise to perform duties of the Point PSO with 70% accuracy; detection and identification of dangerous weapons and/or prohibited items with 100% accuracy.		
PSOs identified in 6.7.3.1 must Demonstrate ability to perform duties of Metal Detector Operator (Walk Through and Hand-held Metal Detector) during a graded practical exercise with 70% accuracy; detection and identification of dangerous weapons and/or prohibited items with 100% accuracy.		
PSOs identified in 6.7.3.1 must demonstrate ability to perform duties of X-ray Machine Operator during a graded practical exercise with 70% accuracy; detection and identification of dangerous weapons and/or prohibited items with 100% accuracy		

EXHIBIT 4H

**GOVERNMENT-PROVIDED TRAINING
WEAPONS DETECTION TRAINING PROGRAM (WDTP) – ANNUAL REFRESHER**

Contractor will provide COR with training roster identifying Protective Security Officers (PSO) that will attend each training session. For informational purposes, the government estimates training sessions will be limited to six students per instructor COR will provide Contractor with training locations and dates. “Hours” column identifies approximate training time to cover course material. Actual time may fluctuate per subject, but total training time will not exceed eight (8) hours.

8 Hours

Subject	Hours	Scope
Point PSO	1	Practical application required to perform Point PSO Duties
Metal Detector Operator Walk Through Metal Detector	1	Practical application to prepare PSO how to screen persons using a walk-through metal detector
Metal Detector Operator Hand Held Metal Detector	2	Instruction will include practical application to prepare PSO how to screen persons using a hand-held metal detector.
X-ray Machine Operator	4	Instruction will include lecture and practical application related to duties of a PSO an X-ray Machine at a screening station.
Written Examination and Practical Demonstration Requirements		
PSOs identified in 6.7.3.1 must demonstrate ability during a graded practical exercise to perform duties of the Point PSO with 70% accuracy; detection and identification of dangerous weapons and/or prohibited items with 100% accuracy.		
PSOs identified in 6.7.3.1 must Demonstrate ability to perform duties of Metal Detector Operator (Walk Through and Hand-held Metal Detector) during a graded practical exercise with 70% accuracy; detection and identification of dangerous weapons and/or prohibited items with 100% accuracy.		
PSOs identified in 6.7.3.1 must demonstrate ability to perform duties of X-ray Machine Operator during a graded practical exercise with 70% accuracy; detection and identification of dangerous weapons and/or prohibited items with 100% accuracy		

6.8 First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED) Training

6.8.1 PSOs must maintain a valid/current certification for First Aid/CPR/AED, from American Red Cross ([ARC](#)) or American Heart Association ([AHA](#)).

6.8.2 Training and certification must include a full-course curriculum for adult, youth, and infant modules, conducted by certified instructors, in accordance with ARC or AHA guidelines.

6.8.3 Government requires CPR/AED course(s) to provide practical application exercises (hands-on training).

6.8.4 Contractor is responsible for scheduling, obtaining, and covering all associated costs.

6.8.5 PSOs must possess, on their person while on duty, a valid/current (original or photocopy) First Aid/CPR/AED certification card from ARC or AHA.

6.9 Other Special Training

6.9.1 Contractor is responsible for providing any training required by state or local jurisdictions pertaining to PSO duties and functions required in this contract. Contractor shall factor all associated costs into its offering prices.

6.9.2 Government reserves right to order additional, unanticipated, “special training” under this contract which may be Government or Contractor provided.

6.9.2.1 Government will immediately notify Contractor and identify additional, unanticipated “special training” requirements.

6.9.2.2 Any requests for equitable adjustment, if any, arising from additional special training shall be provided to CO for consideration. Any such requests shall include total amount of adjustment and a supporting price breakdown which details how Contractor calculated adjustment and any assumptions by Contractor.

6.9.2.3 Government will evaluate requests for equitable adjustment. Adjustment(s) are subject to negotiation to ensure they are fair and reasonable.

6.9.2.4 For pay purposes, Government considers time spent by certified PSOs in additional “special training” as equivalent of time spent standing post.

7 Documentation Requirements

7.1 File Creation

7.1.1 Contractor is required to submit “Company Information” and “PSO Information to RAMP via Microsoft InfoPath application. Refer to Exhibit 5 on creating, adding, and/or deleting company and/or individual PSO files.

7.2 Electronic Certifications

7.2.1 Contractor shall complete and certify PSO certifications as directed by COTR or FPS designated personnel, using FPS approved spreadsheet,.

7.2.2 Contractor shall submit PSO certifications via e-mail to COTR, no later than seventh day of each month, or as directed by COTR.

7.2.3 FPS shall not reimburse Contractor for services rendered by a PSO lacking appropriate licenses, permits, training, and certifications.

7.3 Personnel Filing System

7.3.1 Organization of Files

7.3.1.1 Contractor shall maintain personnel files for employees who work under this contract. These files shall reside in Contractor Manager’s office and be made available to Government immediately upon request.

7.3.1.2 Contractor must maintain legible, paper or computerized system (electronic/scanned) files containing training, certification, licensing, and permit information required in SOW.

7.3.1.3 Contractor shall maintain files for a minimum of five years after contract closeout, upon receipt of official contract closeout modification.

7.3.1.4 Contractor shall organize PSO personnel files in the following order:

- a. DHS 11000-6, *Non-Disclosure Agreement*
- b. Photograph (current)
- c. National Security Information Clearance Letter
- d. Driver’s License/State Identification
- e. Proof of Education (High School Diploma or GED)
- f. Suitability Decision Letters (including date current suitability expires)
- g. Verified Alien/Immigration Status (I-9 or e-Verify certificate)
- h. Lautenberg Amendment/Domestic Violence Statement (annual)
- i. Medical Certification¹
- j. Mandatory Pre-Employment Drug Screening

¹ Contractor may file medical information separately from general personnel files to ensure privacy of the individuals

- k. Post-Employment Drug Screenings
- l. CPR Certification
- m. AED Certification
- n. First Aid Certification
- o. Contractor-Provided Initial Weapons Training and Qualification
- p. State Weapons Permit and Renewal
- q. State Security Officers Certification and Renewal
- r. Local Permits and Renewals
- s. Contractor-Provided Baton Certification
- t. Contractor-Provided OC Spray Certification
- u. Contactor-Provided Basic Training
- v. Contractor-Provided Refresher Training
- w. Government-Provided Orientation Training
- x. Government-Provided Screener Training
- y. Firearms Qualifications Witnessed by FPS employee
- z. Copies of Complaints, Investigations, and Disciplinary Actions for all Infractions Committed Under Contract
- aa. Copies of Commendations, Awards, and Letters for Any Work Performed

7.3.2 Audit of Personnel Files

7.3.2.1 CO, COTR, or FPS Representative shall have express authority to review contract employee personnel file and/or request documentation which clearly identifies overall status of contract employees, at any time during contract period.

8 Waivers and Deferments

8.1 General Information

8.1.1 CO, in agreement with COTR, may temporarily defer proposed timelines for required training, testing, or equipment cited in this contract, when circumstances, such as emergencies or significant, unanticipated increases in required services occur.

8.1.2 PSOs will not work under a temporary deferment without written consent from CO and deferment request shall not exceed 120 calendar days.

8.1.3 Contractor shall request such deferments in writing to CO and cite specific reasons for temporary deferment.

8.1.4 Contractor shall provide a detailed plan of action, including timelines, to achieve full compliance with contract requirements in writing to CO.

8.1.5 If CO grants a temporary deferment, Contractor shall abide by proposed timeline. Upon expiration of temporary deferment and if training/testing requirements have not been met, PSOs will be removed from working on contract.

8.1.6 Government may be entitled to consideration, monetary or otherwise for granted deferments.

8.2 Medical Standards

8.2.1 Government shall not grant any waivers or deferments of medical standards.

8.3 Testing Procedures

8.3.1 Government shall not grant waivers to testing procedures.

8.4 Adjudication and Clearance Requirements

8.4.1 Government shall not grant waivers or deferments to adjudication and clearance requirements.

8.5 Permanent Waivers

8.5.1 Government shall not issue permanent waivers to any requirements.

9 Required Services

9.1 Order of Precedence

9.1.1 PSOs shall perform services as prescribed in documents below; if there are any inconsistencies between documents, following order of precedence applies:

- Contract (including any associated task orders)
- Post Orders
- Post Desk Book (including FPS Operating Orders, Standard Operating Procedures, and Facility Occupant Emergency Plan)
- Security Guard Information Manual (SGIM)

9.2 Post Orders

9.2.1 PSOs shall perform tasks in accordance with duties outlined in Post Orders.

9.2.2 PSOs shall not deviate from directions provided by Post Orders, except in emergencies or as directed by COTR.

9.2.3 COTR may modify, amend, and/or revise Post Orders to change; shift duties, start and stop times, and post locations, provided change is within scope of contract and has no impact on contract cost and does not require modification to task order or contract.

9.2.4 CO is only authorized government agent that can increase or decrease amount of equipment and/or supplies required, or otherwise change contract's cost or price.

9.2.5 CO will direct changes through a written modification to contract or task order.

9.2.6 Contractor may be financially liable for accepting or implementing changes by anyone other than CO; therefore, Contractor shall be responsible for verifying with CO whether Contractor should provide any requested changes pending issuance of a contract or task order modification.

9.3 Typical Duties

9.3.1 PSOs will perform a variety of security-related duties, depending on type of posts assigned and must be thoroughly familiar with Post Orders and Officer's Duty Book of assigned posts.

9.3.2 PSOs will monitor and observe facility occupants and visitors for compliance with Federal Management Regulations, Facility Management, ([41 CFR 102-74](#)) and facility's posted rules and regulations.

9.3.3 PSOs shall identify, report, delay, or detain persons who violate rules and regulations, as appropriate and in accordance with Post Orders.

9.3.4 PSOs shall report incidents in accordance with established procedures.

9.3.5 Off-going PSOs shall provide a brief summary to on-coming PSOs of recent, continuing, or anticipated events and occurrences for assigned post.

9.3.6 PSOs shall be responsible for maintaining logs, reports, and files of incidents and occurrences encountered during tour of duty.

9.3.7 PSOs will perform duties in a professional manner, responsible for observing surrounding environment, and, when necessary, questioning those persons whose activities arouse suspicion.

9.3.8 PSOs shall be knowledgeable of location and use of: first aid kits, fire extinguishers, AEDs, fire alarms, emergency exits, and duress alarms (if any) and ready, willing, and able to use as necessary and required by Post Orders.

9.3.9 PSOs shall be familiar with each tenant Agency and location within facility, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information upon inquiry.

9.3.10 PSO shall not provide more than 12 hours of combined service on any one or multiple contracts administered by FPS, in any 24 hour period. Exception to rule: *There must be an eight hour non-duty period between work periods or granted an exception by COTR.*

9.4 Access Control Posts

9.4.1 Purpose of access control is to allow only authorized individuals, vehicles, and items, as defined by facility policy and post orders, to pass into controlled areas.

9.4.2 PSOs shall control individuals attempting to gain access to facility by verifying identification.

9.4.3 PSOs shall control vehicular access to a facility by verifying identification.

9.4.4 PSOs shall control delivery access to facility by verifying identification, bill of lading, manifest, and cargo.

9.5 Visitor Processing Posts

9.5.1 PSOs shall process visitors 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 subject to screening.

9.6 Screening Posts

9.6.1 PSOs shall operate screening post as directed by Post Orders, or COTR, in event of an emergency or elevated security posture.

9.6.2 PSOs may conduct inspections using automated technology; by manual tactile techniques, such as touching and feeling, or by visual surveillance.

9.6.3 PSOs will conduct and record performance tests of equipment as directed in Post Orders.

9.6.4 PSOs shall deny admittance to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.

9.7 Patrol & Response Posts

9.7.1 PSOs shall conduct patrols in accordance with routes and schedules established in Post Orders or as directed by COTR.

9.7.2 PSOs shall observe, detect, respond to and report on potential or actual security violations.

9.7.3 Roving patrol security officers will serve as first responder (awareness level) to security alarms and emergencies occurring within area of assignment.

9.8 Control Center Operations

9.8.1 PSOs assigned to Control Center Operations posts serve as point-of-contact for non-emergency and emergency communications and information, as well as operate and monitor security and safety systems.

9.9 Traffic Control

9.9.1 PSOs will direct traffic (vehicular and pedestrian), control parking, issue traffic courtesy violation notices, and examine surroundings for suspicious vehicles or persons, when required by post orders or direction of COTR.

9.9.2 PSOs may identify, delay, and detain suspicious person(s), as necessary to maintain a level of security sufficient to ensure safety and protection of personnel, property, and resources.

9.10 Receipt, Use and Safeguarding of Keys

9.10.1 PSOs will be responsible for receiving and utilizing keys and access control devices (i.e., "key cards," lock combinations) required for duty.

9.10.2 PSOs shall consider keys and access control devices as sensitive assets and safeguard and secure as directed by Post Orders.

9.10.3 Keys and access control devices are Government property and shall be returned to issuing agency at contract termination or when no longer needed for performance of contract.

9.10.4 PSOs shall not remove keys and access control devices from facility premises unless specifically authorized by COTR.

9.10.5 Contractor shall immediately report missing, lost, unusable, and/or stolen keys or access control devices to COTR.

9.11 Security and Safety Systems

9.11.1 PSOs shall monitor and operate facility 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 facility equipment located on or near post, in accordance with Post Orders.

9.11.2 When an alarm sounds, PSOs shall immediately report and record an incident as required by Post Orders.

9.11.3 PSOs shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with Government video surveillance cameras/systems.

9.11.4 PSOs shall immediately notify a supervisor, COTR, and FPS [MegaCenter](#) if any systems under their control malfunction, fail completely, or otherwise need maintenance.

9.11.5 PSOs, during emergencies, may have a requirement to perform simple emergency-related functions as prescribed in Post Orders; i.e. activate/deactivate facility systems, to include heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches.

9.12 Rules and Regulations Governing Conduct on Federal Property

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

9.13 Physical Security, Law, and Order

9.13.1 PSOs shall maintain physical security, law and order as prescribed by statute, regulation, and Post Orders.

9.13.2 PSOs are responsible for detecting, delaying, and/or detaining, persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

9.14 Hazardous Conditions

9.14.1 PSOs shall immediately report, in accordance with Post Orders, potentially hazardous conditions and items in need of repair; i.e. inoperative lights, locks, security hardware, leaky faucets, toilet stoppages, broken/slippery floor surfaces, blocked emergency routes/exits.

9.14.2 PSOs must remain vigilant in order to observe, report, and provide emergency response to a variety of hazards and activate alarms, notify appropriate authorities, and control access to hazardous zones from a remote area or safe distance.

9.15 Response to Injury or Illness

9.15.1 PSOs shall summon assistance in accordance with Post Orders, in case of injury or illness to any person on federal property.

9.16 Additional Duties

9.16.1 PSOs shall turn off unnecessary lights, secure safes, repositories, cabinets, windows, doors, gates and other facility access points, and perform any other additional duties as prescribed in Post Orders.

9.16.2 PSOs will not perform duties ordinarily conducted by janitors, facility maintenance staff, delivery persons, receiving officials, or mechanics.

9.16.3 PSOs are not required or expected to provide any facility systems services, except very basic functions as prescribed in Post Orders.

9.17 Reports, Records, and Testimony

9.17.1 PSOs shall immediately report potential or actual serious incidents to MegaCenter before responding, if situation allows. If PSO is unable to report to MegaCenter immediately, PSO shall report incident when situation allows. COTR shall be briefed after incident has terminated.

9.17.2 PSOs shall prepare and maintain required reports in accordance with Post Orders.

9.17.3 Contractor shall retrieve DHS Form 3155, *Offense and Incident Report*, and Prohibited Items reports from each post and submit these reports for previous week to COTR every Monday by 10:00 a.m. or as otherwise directed by COTR.

9.17.4 PSOs shall coordinate with COTR when required to testify in judicial proceedings on behalf of Government; these proceedings take priority over other Contractor-scheduled duties.

9.17.4.1 PSOs required to make a court appearance shall receive remuneration from Contractor at same hourly rate earned while on duty, and in turn, Government shall remunerate Contractor in the event Contractor submits a request for equitable adjustment.

9.17.4.2 Contractor may submit a request for equitable adjustment for actual hours a PSO spent at court (including transit times from duty station to court), whether or not PSO testified.

9.17.4.3 PSOs scheduled to testify on behalf of Government shall wear duty uniform, without weapons/firearms, unless instructed otherwise by COTR,

9.17.4.4 Contractor shall ensure post is covered, if PSO testifying on behalf of Government is scheduled for duty.

9.18 Civil Disturbances

9.18.1 PSOs shall perform other functions, as directed, at government facilities or grounds which may be necessary during situations, such as civil disturbances or other criminal acts, which could adversely affect security and/or safety of government employees, property, and general public.

9.19 Emergencies

9.19.1 In case of an emergency condition requiring immediate attention, Contractor's on-site supervisor or lead PSO shall take action at direction of or in coordination with COTR, to appropriately secure posts in accordance with Post Orders and divert uniformed personnel from their normal assigned duties to meet condition and summon appropriate assistance as required in Occupant Emergency Plan.

9.19.2 Contractor shall immediately notify Designated Government Official or Prime Tenant Agency, in accordance with Post Orders, of action taken and shall immediately contact FPS MegaCenter to report same information.

9.19.3 There shall be no additional cost charged to Government for diversion, and there shall be no penalty to Contractor for normal daily work not completed and otherwise scheduled. PSOs shall report incidents of this nature in accordance with procedures outlined in Post Desk Book. Upon resolution of situation, contract employees should return to their assigned posts and duties.

9.20 Primary Security Responses

9.20.1 PSOs may have to act independently as primary security response until law enforcement assistance arrives.

9.21 Protective Security Officer Post Arrival & Departure

9.21.1 FPS utilizes a Post Tracking System (PTS) as an electronic validation of post staffing. PSOs will check-in/out of PTS upon arriving at/departing from a designated post, using an assigned personal identification number and post identification number, as reflected in Post Orders. Government will provide Contractor with necessary personal identification numbers after receiving certification and testing data for employee.

9.21.2 PSOs providing relief will check-in/out of PTS at each post relieved as directed by Post Orders, using an assigned personal identification number and post identification number, as reflected in Post Orders.

9.21.3 PSOs working TAS/ESS posts will check-in/out of PTS upon arriving at/departing from a designated post, using an assigned personal identification number and post identification number, as reflected in Post Orders.

9.21.4 PSOs must check-in to PTS within 10 minutes of scheduled post start time or PTS will alert, post is open, and Contractor will not be paid for any time when a post is in “open” status.

9.21.5 If PSO checks-in to PTS later than scheduled post start time, Contractor will only receive payment for actual time PSO spent on post.

9.21.6 If PSO checks-in to PTS and FPS determines a PSO does not have appropriate qualifications, post will be considered “open.” Contractor will not receive payment for “open” post hours.

9.21.7 Contractor will provide COTR a detailed memorandum of explanation to any invoice discrepancies between hours billed and PTS records. (*Note: Receipt of a memorandum of explanation does not guarantee that FPS will accept an explanation or issue credit for payment purposes.*)

9.21.8 Government will reconcile Contractor’s monthly invoice with monthly reports generated from PTS data for payment purposes.

9.22 Use of DHS Form 139

9.22.1 Government will accept use of DHS Form 139 under following conditions:

- COTR or CO determines PTS service is permanently unavailable
- COTR or CO determines PTS is temporarily unavailable
- COTR or CO determines an unforeseen circumstance beyond control of Contractor or Government precludes use of PTS.

9.22.2 Contractor’s employees shall sign-in using their personal identification number and name when reporting for/leaving work and shall sign/out using DHS Form 139.

9.22.2.1 PSOs who patrol between facilities will sign in/out at each facility visited as directed by Post Orders. Government shall specify on-site registration points and Contractor must use those points for this purpose.

9.22.2.2 Contract employees working on Temporary Additional Services (TAS)/ ESS posts will record “TAS/ ESS” in “Post” column. Relief PSOs shall sign in/out at each post visited as directed by Post Orders.

9.22.2.3 Contract employees must complete each successively lower line on DHS Form 139 in chronological order without exception; leaving no lines blank among signatures in any period and using no more than one line to enter a calendar date for separating individual workdays.

9.22.2.4 Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and Contractor will not receive credit for payment purposes. If errors in signatures, times, post numbers, or duty status occur on DHS Form 139, contract employee should draw a single line through entire line on which such mistakes appear and use next line immediately below (or following on subsequent sheets) to record information in a correct manner.

9.22.2.5 Contractor must attach a detailed memorandum of explanation to each DHS Form 139 containing erroneous entries, describing mistakes made with applicable valid lines of information, and for reporting reasons for those mistakes.

9.22.3 If Contractor uses DHS Form 139 (Record of Time of Arrival/Departure from Facility), Contractor will retrieve forms from each post and submit reports for previous week to COTR every Monday by 10:00 am or as otherwise directed by COTR.

10 Conduct of Contractor Personnel

10.1 General Information

10.1.1 Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and imposing disciplinary action when necessary, up to and including removal at its own discretion or by direction of CO.

10.1.2 Government reserves right and prerogative to deny and/or restrict facility and information access or to direct removal from contract of any contract employee whom:

10.1.2.1 Government determines contract employee presents a risk of compromising sensitive Government information to which he or she would have access to under this contract.

10.1.2.2 Engages in serious misconduct, to include, but not limited to dishonest and untrustworthy behavior.

10.1.2.3 Solicits or receives gifts based upon position

10.1.2.4 Engages in personal use of government property.

10.1.2.5 Uses government property or non-public information for private gain.

10.1.2.6 Engages in political or private fundraising while on duty.

10.1.2.7 Promotes or endorses political candidate or agenda while on duty.

10.1.3 Government shall not be responsible for any additional costs borne by Contractor in connection with removed personnel.

10.2 Reporting Adverse Information

10.2.1 General Information

10.2.1.1 Contractor will report, to COTR, any adverse information that may impact employment, performance, or suitability of an employee within 12 hours.

10.2.1.2 Contractor shall not make reports based on rumor or innuendo. Subsequent termination of employment of an employee does not eliminate requirement to submit a report. Report shall include employees' name, social security number, and descriptive narrative regarding adverse information.

10.2.1.3 If an employee has a disqualifying event under Lautenberg requirement, Contractor shall immediately remove individual from PSO position and notify COTR.

10.2.2 Notification of Arrest

10.2.2.1 PSOs and Key Personnel shall notify Contractor within 12 hours of arrest. Failure to notify may result in a request for removal from this contract.

10.2.2.2 Contractor will notify COTR within 12 hours of employee's notification of arrest to Contractor.

10.3 Government Directed Removal of Contractor Employees

10.3.1 CO will provide written, specific reasons for removal of an employee to Contractor.

10.3.2 COTR may recommend to CO, to direct Contractor, to remove an employee under following circumstances:

10.3.2.1 Not maintaining satisfactory performance in accordance with contract

10.3.2.2 Found unfit for performing security duties during tour of duty

10.3.2.3 Misuse, willful damage, or willful destruction of Government property

10.3.2.4 Disqualification for employment/performance suitability or other security reasons

10.3.2.5 Arrest or Failure to make Notification of Arrest

10.3.3 Contractor may dispute directed removal in writing, within seven days of notification. CO will make a final determination and provide a written response to Contractor.

10.4 Contract Employee Reinstatements

10.4.1 When Government takes action that may impact suitability or work fitness status of a contract employee, Contractor may appeal decision to FPS via submission of appeal to CO.

10.4.2 Contractor may appeal to a supervisory level above CO.

10.4.3 Contractor will receive a written appeal decision with a brief explanation of decision to uphold or reverse COs decision.

10.4.4 While appeal is under consideration, employee shall not work under this Contract.

11. Key Personnel

11.1 General Information

11.1.1 Under this contract, Government designates positions of Contract Manager, Supervisors, and Training Instructors as “key personnel”. Contractor shall submit Key Personnel Resumes as part of Transition Plan. Resumes shall clearly detail individual’s qualifications.

11.1.2 CO and COTR must approve proposed Key Personnel prior to assignment under this contract. Contractor shall not replace any Key Personnel without submitting a Key Personnel Resume to CO for approval. CO and COTR have a right to request replacement of key personnel when deemed necessary.

11.1.3 Contractor shall provide to CO and COTR, name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of “Key Personnel” by date of first post-award meeting.

11.2 Contract Manager

11.2.1 Contract Manager (CM) position requires a minimum of five years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in 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.

11.2.2 CM must have a bachelor’s degree in any field of study or have substantial and credible law enforcement, military or business management experience, which demonstrates individual’s capacity to effectively manage a security force and contract/task order equivalent to scope, magnitude, and complexity as described in this SOW.

11.2.3 CM shall have complete authority to act for Contractor during term of contract. CM shall have authority to accept notices of deductions, inspection reports, and correspondence on behalf of Contractor.

11.2.4 CM will have overall responsibility for implementing, monitoring, and upgrading Contractor’s quality control plan and is responsible for ensuring Contractor’s work force complies with contract requirements.

11.2.5 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 deficiencies. After normal duty hours or on weekends and holidays, CM shall be available within two hours.

11.2.6 Under no circumstances, shall uniformed employees performing productive or supervisory hours under terms of contract/task order or any other security force contract/task order administered by FPS, perform CM duties.

11.3 Supervisor

11.3.1 Supervisor(s) shall have a background with a minimum of two years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security force service).

11.3.2 If an employee lacks experience, listed above, and is selected for a supervisory position, Contractor, by written request, shall provide evidence of similar leadership experience. Acceptance of evidence shall be at discretion of COTR. Under no circumstances, shall Supervisors perform productive hours while working in a supervisory capacity.

11.3.3 Contractor shall maintain no less than the amount of supervision described in the Management Approach aspect of their proposal. If at any time after award, Contractor determines additional supervision beyond initial proposal is necessary to address performance issues, Contractor shall provide such additional supervision at no additional cost to Government.

11.4 Training Instructor

11.4.1 Training Instructor(s) shall have a background with a minimum of two years of successful experience in training experience (civilian community law enforcement, military service law enforcement, or commercial/industrial security force service).

11.4.2 Contractor may propose, by written request, an employee for a training instructor position who lacks above experience, provided Contractor offers evidence of similar training experience. Acceptance of such an alternative shall be at discretion of CO.

11.4.3 Training Instructor shall possess appropriate certifications to perform First Aid, CPR, AED, and firearms instructions. Training Instructors for First Aid, CPR, and AED must have an Instructor certification from ARC or AHA.

11.5 Other Than Key Personnel

11.5.1 Corporate Security Officer

11.5.1.1 Contractor shall appoint an individual to perform as Corporate Security Officer. Though not designated as “key personnel” this position serves as an integral point of contact and will interface with DHS Security Office, through COTR, on security related matters.

11.5.1.2 Requirements listed under section 11.1 for “key personnel” do not apply to Corporate Security Officer.

12 Operations

12.1 Work Site

12.1.1 Schedule

12.1.1.1 Contractor shall be responsible for scheduling work and notifying PSOs of work schedules, in a manner consistent with effective contract management. Contractor shall furnish a copy of most current schedule to Government when requested by CO or COTR,

12.1.2 Breaks

12.1.2.1 Contractor shall provide breaks and/or meal periods in accordance with minimum state requirements and/or applicable Collective Bargaining Agreements. Exhibit 1 specifies which posts require a PSO relief provision.

12.2 Compliance

12.2.1 Contractor is responsible for compliance with workplace regulations, including, but not limited to OSHA regulations.

12.3 Labor Category

12.3.1 Contractor may only utilize DOL Category Guard II Security Officers to perform services under this contract.

12.4 Contract Effort Required

12.4.1 Productive Hours

12.4.1.1 SOW Exhibit 1 provides basis for estimated quantities of PSO coverage included under this contract. SOW Exhibit which reflects current recurring coverage, in described areas, is for estimating purposes only. Each task order will be issued with actual requirements and will set forth a ceiling price in the Schedule.

12.4.2 Reserve Security Force

12.4.2.1 Contractor shall maintain an on-call reserve force (e.g. basic, temporary additional services) at all times; staffing and resources must be sufficient to perform required services, to including, out-of-service training, employee leave status, and COOP activation.

12.4.2.2 Reserve PSOs shall meet minimum qualification standards before working any post.

12.4.3 Emergency Security Services

12.4.3.1 Contractor shall furnish properly qualified PSOs, management, supervision, and equipment and supplies for sustained emergency surge security force services; i.e. natural disasters, civil disturbances, or other unanticipated events.

October 2011

12.4.3.2 Hourly rate for emergency PSO services shall be inclusive of all costs (e.g. travel costs, per diem, lodging, mileage, and vehicles) directly related to or incidental to providing service at locations specified by Government when ordered. There will be no “phase-in” period for these requirements.

12.4.3.3 Requirements ordered under emergency force service CLIN(s) will be for no more than 120 days of service.

12.4.3.4 Government shall notify Contractor within 30 days prior to expiration of emergency force service task order. If long-term requirements are needed, those posts/locations shall be calculated at basic hourly rates for fixed posts/facilities, as specified in contract.

13 Government-Provided Property

13.1 General Information

13.1.1 Contractor shall use and/or operate Government–provided property in a responsible manner. Contractor is solely responsible for care and accountability of Government-provided equipment in accordance with terms and conditions of this Contract.

13.1.2 Contractor shall return all Government–provided property to COTR, to include identification, equipment, or access materials when; property is no longer necessary for contract performance, expired, employee termination/resignation, or at direction of COTR within five calendar days of any event listed above.

13.1.3 Contractor will return any Tenant-provided property to issuing agency, to include identification, equipment, or access material when; property is no longer necessary for contract performance, expired, employee termination/resignation, or at direction of COTR within five calendar days of any event listed above.

13.2 Use of Government Property

13.2.1 Contractor shall use Government property for official Government business only, in performance of this contract. Contractor and contract employees shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor.

13.2.2 Contractor shall reimburse Government for expenses associated with misuse or abuse of Government furnished property or equipment by contract employees.

13.3 Accountability of Government Property

13.3.1 Property furnished by Government under this contract shall remain Government property. Upon termination or conclusion of contract, Contractor shall render an accounting of such property that has come into their possession during contract period. Contractor will acknowledge receipt of Government-issued property on a Government property receipt form (Exhibit 2E).

13.3.2 If any Government issued (DHS, FPS, or tenant agency) identification, equipment, or access materials are not available to for return, Contractor must submit a report to COTR, referencing any control number, name of individual to whom issued, last known location and disposition of item.

13.3.3 Government shall repair or replace any Government-provided property that incurs damage or loss from improper use or negligence by contract employees. Government shall deduct cost of such repairs or replacement from Contractor’s invoice. Contractor shall remunerate Government for expenses associated with misuse of telephones or other Government furnished office equipment by contract employees.

13.3.4 Unless otherwise specified, Government is responsible for repair and maintenance of Government-provided property.

13.3.5 Contractor is responsible for timely reporting, as identified herein, to COTR of any property deficiencies or losses. Contractor shall identify loss or damage to Government-provided property to COTR as soon as possible, but no later than 24 hours after discovery by Contractor.

13.3.6 Contractor shall provide COTR with an inventory of Government-provided property no later than 10th day of January, April, July, and October. Inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment. Inventory reports shall be in writing, using a Government form (Exhibit 2B) or format approved by COTR.

13.4 Safeguarding Government Property

13.4.1 Contractor shall take reasonable precautions to safeguard and protect Government property, as directed by Government or in absence of such direction, in accordance with sound industrial practices.

13.4.2 Work under this contract may require contract employees to have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to Government, other private parties performing, or seeking to perform work for Government.

13.4.3 No contract employee shall have authorization to read, photocopy, remove, or otherwise appropriate such information for personal use or disclose such information to third parties unless specifically authorized in writing by CO. Violations of this policy may result in contractual actions up to and including Termination for Default or default, as applicable, and/or removal of contractor employee.

13.4.4 Government may pursue any available contractual or legal remedies for the unauthorized use of information and/or property to include prosecution under the law.

13.5 HSPD-12 Personal Identity Verification (PIV) Cards

13.5.1 PSOs working under contracts, with a period of performance of 6-months or longer, will be required to complete PIV card process.

13.5.2 PIV Cards are valid for three years from date issue, unless lost, surrendered, or revoked.

13.5.3 Valid PIV cards previously issued to PSO, by a DHS component, will be accepted. PIV cards issued by a non-DHS component will not be recognized by DHS and PSOs must complete PIV card process.

October 2011

13.5.4 Contractor shall follow procedures contained in Exhibit 9E, Government Provided Property HSPD-12 Personal Identity Verification (PIV) Card Employee Application Process, to obtain a PIV card for each contract employee (prime and subcontracted).

13.5.5 In instances where an employee requires a new PIV card, due to a name change, Contractor shall contact COTR and Region Suitability Office to initiate action. Employee will be required to provide legal documentation showing official name change.

13.5.6 CO shall have express authority to demand return of PIV card for any contract employee who does not maintain contract compliance, qualification, and/or certification standards.

13.5.7 Contractor shall follow established procedures for reporting lost/stolen PIV cards, in accordance with section 13.3.5

14 Contractor-Provided Property

14.1 General Information

14.1.1 Contractor shall furnish and maintain uniform and equipment items in a condition acceptable to Government.

14.1.2 Contractor is solely responsible for quality and performance of Contractor-provided equipment.

14.1.3 Contractor shall provide COTR an inventory of Contractor-Provided Property on an annual basis by January 10 of each contract year. Inventory shall include Contractor furnished equipment, uniforms, and non-expendable supplementary equipment.

14.1.4 Contractor may have a requirement to furnish some or all types of equipment described herein. Current requirements for such equipment are set forth within related SOW Exhibits. If no current requirements exist, Government may modify contract at any time to incorporate emerging requirements.

14.2 Communications Equipment

14.2.1 Contractor shall obtain applicable permits in accordance with Federal Regulations for operation of such radio equipment. Contractor shall provide a copy of such permits to COTR prior to utilization of designated frequencies. Government may identify radio frequencies for use by Contractor.

14.2.2 Contractor must ensure useful availability of Contractor furnished communications equipment on a continuous basis. Contractor shall immediately provide fully operational substitute communications equipment when primary equipment is temporarily inoperable.

14.3 Vehicles

14.3.1 Contractor shall obtain applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for operation of vehicles.

14.3.2 All costs for operation and maintenance of vehicle(s), including license and insurance fees, shall be borne by Contractor.

14.4 Firearms, Ammunition, and Less-Than-Lethal Weapons

14.4.1 Contractor shall obtain applicable permits, licenses, and registrations in accordance with Federal, state, and local laws for acquisition, carriage, and use of firearms, ammunition, and less-than-lethal weapons.

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

14.4.3 Contractor shall provide applicable accessories such as clearing barrels, trigger locks, gun lockers, cleaning products, etc.

14.4.4 Modifications to firearm mechanisms must comply with manufacturer's specifications and requirements.

14.4.5 Contractor must acquire ammunition from a commercial source.

14.4.6 Exhibit 8C specifies amount and type of ammunition, including additional rounds for contingency. For those contracts storing weapons on site, Contractor shall store and secure additional ammunition on-site, periodically rotating old duty ammunition with new ammunition. (Terms of solicitation will expressly state if weapons can be stored on Government site. If terms do not explicitly provide for on site storage, such storage will not be available).

14.4.7 Contractor shall maintain documentation for each firearm; documentation will include, at a minimum; make, model, caliber, and serial number.

14.4.8 Contractor will provided a copy of firearm inventory to COTR prior to contract performance date and shall keep list current; any change to firearm inventory must be forwarded to COTR within one week of change.

14.4.9 PSOs shall inspect firearm for serviceability prior too each tour of duty and must arm with three magazines or speed loaders, at full capacity, in a duty-ready manner (magazine in weapon/round in chamber).

14.5 Personal Protective Equipment (PPE)

14.5.1 Contractor is responsible for ensuring protections of workforce are in accordance with [29 CFR 1910.120](#).

14.5.2 Contractor shall furnish, stock, distribute, and sustain PPE as identified and required (Exhibit 8D) to reduce risks associated with environmental hazards, natural and synthetic toxins, bio-medical hazards, etc.

14.5.3 Contractor shall follow OSHA standards for respiratory protection including [Appendix D to 29 C.F.R. § 1910.134](#). FPS will require Contractor to medically evaluate and clear contract PSOs for use of respirators, at least every three years, in accordance with [29 CFR 1910.134](#). Contractor is responsible for employee fit testing, at such time a public health authority declares use of respirators to be mandatory.

14.5.4 PSOs shall wear all required PPE in performance of their duties when doing so complies with existing facility protocol; federal, state, or local public health authority recommendation related to type of duty performed; or locale in which PSO is performing; or when expressly authorized to do so by CO or COTR.

14.5.5 Government may provide Contractor with quantities of some or all items as specified in Exhibit 9C; when, where, and if available. Contractor shall not rely on possible Government provisions to meet requirements.

14.6 Uniforms and Grooming

14.6.1 PSO uniforms shall be of a style in general use by large security force organizations. Government reserves right to review uniform components. PSOs shall wear same color and style of uniform and maintain a professional and neat appearance at all times.

14.6.2 PSOs shall comply with standards for wear and care of uniform items in accordance with SGIM.

14.6.3 PSOs shall wear PIV card on outermost uniform garment or as otherwise directed by COTR.

14.6.4 Contractors shall grant reasonable accommodations to religious practices of PSOs, without regard to religious preferences; as long as religious practices do not affect PSOs ability to perform required tasks or a significant safety risk. COTR shall review reasonable accommodation documentation to ensure completeness and contract compliance.

14.6.4.1 Accommodations shall be consistent with legal and Constitutional standards and essential mission requirements. Accommodated religious practice shall not suggest government endorsement of any particular faith, shall not reasonably appear to propagate an individual's faith, shall not significantly undermine public's confidence in FPS, shall not create a significant safety risk to PSOs or public, and shall not conflict with mission-essential job task requirements.

14.6.4.2 PSOs may carry/wear objects of religious significance when their faith requires, provided it is done so discreetly (i.e. under uniform whenever possible) and does not interfere with uniform wear and function.

14.6.4.3 Religious headgear shall be consistent with duty uniform colors and shall be no larger than required by an individual's religious requirements. PSOs may have a requirement for religious headgear to bear an insignia and other distinctive uniform markings for ease identification during an emergency.

14.6.4.4 Contractors will grant reasonable accommodations to grooming standards such as haircut and shaving standards.

14.6.4.5 PSOs receiving an accommodation shall maintain as neat and professional an appearance as religious requirements permit. Whenever possible, PSOs will wear hair, in excess of regulation length, under a uniform hat or appropriate religious headgear. PSOs shall neatly comb facial hair exceeding regulation length.

14.7 Supplementary Equipment

14.7.1 Contractor is responsible for furnishing supplementary equipment identified in Exhibit 8B. PSOs shall not possess unauthorized supplemental or personal equipment (e.g., equipment not issued by Contractor or required by this contract). CO may direct removal of PSOs, if found in possession of unauthorized equipment while on post.

15 Quality Control, Quality Assurance, and Performance Evaluations

15.1 Quality Control

15.1.1 Contractor Quality Control Monitors shall conduct inspections in accordance with Quality Control Plan. Inspections shall be as frequent and necessary to ensure effective performance. Contractor may perform more inspections than listed and required in Quality Control Plan.

15.1.2 Quality Control Monitors shall not serve as PSOs working under this Contract.

15.1.3 Quality Control Monitors shall prepare Quality Control Inspection Reports. Reports shall remain on file with Contractor during entire contract period and made available to Government upon request.

15.1.4 Contractor shall provide quarterly reports detailing results of Quality Control Inspections to COTR. Reports should be received no later than 10th day of January, April, July, and October.

15.1.5 Contractor shall brief COTR within 24 hours of any deficiencies noted during an inspection and actions taken or planned to correct a deficiency.

15.1.6 Contractor is required, solely at its expense, to have sufficient quality controls which may ultimately be in excess of what Contractor identified in its proposal. If Contractor's performance indicates a need for additional quality control measures, CO and COTR will meet with Contractor to discuss performance, Quality Control Plan, and any other areas of concern.

15.2 Quality Assurance

15.2.1 Government shall use methods deemed necessary to ensure Contractor and contract employees are following terms of contract. These methods may include, but are not limited to, the following;

- Audits of records
- Audits of security and administrative procedures
- Uniformed or undercover surveillance by FPS staff
- Intrusion tests by undercover FPS staff to evaluate security force's actions
- Surveys of facility tenants regarding PSO performance, to include, but not limited to, professionalism, courtesy, and knowledge of their assigned duties

15.2.2 Training and qualifying sessions sponsored or provided by Contractor shall be subject to observation by CO, COTR, or any FPS personnel without advance notice. Purpose of such observation is to ensure Contractor is providing quality training and meeting training requirements defined in this contract.

15.2.3 If Government identifies a breach of assigned duties by contract employee(s) during oversight activities, CO and/or COTR shall contact Contractor to discuss findings and steps needed to correct an issue(s).

15.2.4 Government may take appropriate contractual remedies where Contractor does not render services in accordance with provisions of this contract.

15.3 Performance Evaluations

15.3.1 CO and/or COTR shall meet with Contractor (either in person or via teleconference) on a regular basis, but not less than annually, to discuss results of Government and Contractor quality control findings and overall performance.

15.3.2 COTR, via CO, may request Contractor to take additional steps to improve both, overall performance and adherence to submitted plans, in accordance with Section 3 (Transition, Training, Quality Control, and COOP Plans).

15.3.3 Contractors non-adherence to submitted plans may reflect negatively during annual performance evaluation and/or result in Government taking other contractual remedies.

15.3.4 Government shall formally evaluate, in writing, Contractor's performance *at least* once per year. When possible, Government should provide Contractor an opportunity to correct minor deficiencies, prior to completing performance evaluation.

15.3.5 Contractor shall have an opportunity to respond, in writing, to performance evaluations. Contractor response must be received within 30 days of receipt of performance evaluation.

15.3.6 CO shall file both, performance evaluation and Contractor's response, if applicable, within contract file.

15.3.7 If Contractor does not respond, in writing, to a performance evaluation, CO shall presume Contractor's complete concurrence with performance evaluation findings.

15.3.8 CO shall complete a memorandum for record identifying Contractors non-response and file with applicable performance evaluation.

15.3.9 Government shall use 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).

16 Deliverables

	Item²	Due on or by³	Section Reference
1	Transition Plan	7 calendar days after award	3.2
2	Training Plan	10 calendar days after award	3.3
3	Key Personnel Suitability Packages	10 calendar days after award	5.3.1.3
4	Quality Control Plan	15 calendar days after award	3.4
5	Contingency & Continuity of Operations Plan	15 calendar days after award	3.5
6	Transition Status Reports	Weekly; Monday by 10:00 am; until all action items closed	2.1.5 and/or 3.2
7	Business & Corporate Licenses	Prior to PSOs standing post	4
8	Certification Information	7 calendar days after completion of certification requirement	7.2
9	Training & Qualification Schedule	10 th day of each month, provided one month in advance	6.2
10	DHS 139	Weekly; Monday by 10:00 am	9.22

² All items due to Government unless otherwise noted.

³ All times are local time zone for COTR

11	Memorandum of invoice discrepancies	Weekly, Monday by 10:00 am	9.21.7
12	DHS 3155s (Offense and Incident Report)	Weekly; Monday by 10:00 am	9.17
13	Prohibited Items Reports	Weekly; Monday by 10:00 am	9.17
14	Quarterly Drug Screening Report	By 10 th day of January, April, July, October	5.2.4
15	Quarterly Inventory Report of Contractor Property	By 10 th day of January, April, July, October	14.1.3
16	Quarterly Inventory Report of Government Property	By 10 th day of January, April, July, October	13.3.6
17	Quarterly Quality Control Inspection Report	By 10 th day of January, April, July, October	15.1.4
18	Notification/Reporting of Adverse Information	Within 12 hours of any event requiring notification/reporting of adverse information	10.2
19	Deficiencies noted during Quality Control Inspections	Within 24 hours of any deficiencies noted during inspection.	15.1.5
20	Arrest Notifications	Within 12 hours of any event requiring notification/reporting of adverse information	10.2.2
21	Government-Provided Property	Within 5 calendar days of any event listed in paragraph 13.1.2.	13.1.2

22	Tennant-Provided Property	Within 5 calendar days of any event listed in paragraph 13.1.3.	13.1.3
23	Training, Medical, Suitability, Security and Personnel Records to Incoming Contractor	45 calendar days prior to end of performance period	2.2.2
24	Post Operations Log	Upon Request	9.3.6
25	Meeting Minutes	Within 7 calendar days after meeting date.	2.3.4

List of Exhibits

EXHIBIT	SOW REF.	TITLE	PAGE
1		Post Exhibit	<u>3</u>
2		List of Required Forms	<u>4</u>
2A	5.3.2.1	Contractor Information Worksheet	<u>5</u>
2B	13.3.6	Inventory of Government Provided Equipment	<u>8</u>
2C	11.1.1	Key Personnel Resume	<u>9</u>
2D	5.1.2.6	Lautenberg Statement	<u>11</u>
2E	13.3.1	Receipt for Government Property	<u>12</u>
2F	9.22.3	Record of Time of Arrival and Departure from Building	<u>13</u>
2G	7.2.1.4	Non-Disclosure Agreement	<u>14</u>
2H	9.17.3	DHS Form 3155, Offense/Incident Report	<u>18</u>
2I	Exhibit 9E	DHS Form 11000-14, Identification Access Control Card Request	<u>23</u>
2J	Exhibit 9E	DHS Form 11000-27, Federal Emergency Response Official Designation Request	<u>24</u>
3A	7.2.1	Contractor's Certification of Basic Training	<u>25</u>
3B	6.3.1	Contractor's Certification of Initial and Transitional-Platform Firearms and Less-Than-Lethal Weapons Training	<u>26</u>
3C	6.3.1	Contractor's Certification of Government-Provided Training	<u>27</u>
3D	6.3.1	Contractor's Certification of Refresher Training	<u>28</u>
3E	6.3.1	Contractor's Certification of Weapons Refresher Training	<u>29</u>
4	6.4	Required Training	<u>30</u>
4A	6.2	Contractor's Training Schedule and Plan	<u>31</u>
4B	6.4.1.2	Contractor-Provided Basic Training	<u>32</u>
4C	6.6.2	Contractor-Provided Initial and Transitional-Platform Firearms and Less-Than-Lethal Weapons Training and Qualifications	<u>36</u>
4D	6.6.5	Contractor-Provided Annual Weapons Refresher Training and Qualification	<u>43</u>
4E	6.4.1.3	Contractor-Provided Refresher Training	<u>44</u>
4F	6.7.2	Government-Provided Orientation Training	<u>49</u>
4G	6.7.3	Government-Provided Screener Training	<u>51</u>
5	7.2.1	Contractor and PSO Data Files	<u>52</u>
6	9.21	Post Tracking System Instructions	<u>56</u>
7	5.2	Medical Questionnaire/Physical Abilities Test Manual	<u>57</u>
8A	14.6	Contractor-Provided Uniform Items	<u>84</u>
8B	14.7	Contractor-Provided Supplementary Equipment	<u>86</u>
8C	14.4	Contractor-Provided Firearms and Ammunition	<u>87</u>
8D	14.5	Contractor-Provided Personal Protective Equipment	<u>90</u>

EXHIBIT	SOW REF.	TITLE	PAGE
8E	14.2	Contractor-Provided Communications Equipment	<u>91</u>
8F	14.3	Contractor-Provided Vehicles	<u>92</u>
9A	13	Government-Provided Uniform Items	<u>93</u>
9B	13	Government-Provided Supplementary Equipment	<u>94</u>
9C	13	Government-Provided Personal Protective Equipment	<u>95</u>
9D	13	Government-Provided Communications Equipment	<u>96</u>
9E	13	Government-Provided HSPD-12 Personal Identification Verification (PIV) Card	<u>97</u>
9F	13	Form I-9 List of Acceptable Documents	<u>99</u>
10	1.4.6	Federal Management Regulations Subpart C, <i>Conduct on Federal Property</i> (41 CFR 102-74)	<u>100</u>

Exhibit 2

List of Required Forms

Form	SOW Reference	Form Title	Location
**	5.3.2.1	Contractor Information Worksheet	Exhibit 2A
	5.3.2.1	e-Verify Confirmation Notice	e-Qip
	5.3.2.1	Foreign National Relatives or Associates Statement	e-Qip
	13.3.6	Inventory of Government Provided Equipment	Exhibit 2B
	11.1.1	Key Personnel Resume	Exhibit 2C
	5.1.4	Lautenberg Amendment Statement	e-Qip Exhibit 2D
	5.2.2.1	Medical Questionnaire/Physical Abilities Test Administrator's Manual	Exhibit 7
	13.3.1	Receipt for Government Property	Exhibit 2E
	9.2	Security Post Assignment Record (Post Orders)	On Post
DD 254	5.4.1.1	Security Requirements Checklist	Provided by Government
DD 441	5.4.1.5	Security Agreement	Provided by Government
DHS 139	9.22.3	Record of Time of Arrival and Departure from Building	Exhibit 2F
DHS 11000-6	7.2.1.4	Non-Disclosure Agreement	Exhibit 2G
DHS 11000-9	5.3.2.1	Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act	e-Qip
FD 258	5.3.2.1	Fingerprint Application Card	Provided by Government
DHS 3155	9.17.1	Offense/Incident Report	Exhibit 2H
SF 85P	5.3.2.1	Questionnaire for Public Trust Positions	e-Qip
SF 85PS	5.3.2.1	Supplemental Questionnaire for Selected Positions	e-Qip
SF 86	5.4.3.1	Questionnaire for National Security Positions	e-Qip
DHS 11000-14	Exhibit 9E	Identification Access Control Card Request	Exhibit 2I
DHS 11000-27	Exhibit 9E	Federal Emergency Response Official Designation Request	Exhibit 2J

** OF-306 5.3.2.1 Declaration for Federal Employment Provided by Government

Exhibit 2A Contractor Information Worksheet

Type Contractor <input type="checkbox"/> PSO <input type="checkbox"/> Non-PSO		Prefer <input type="checkbox"/> Online (e-QIP)		(MBI / LBI / BI only) <input type="checkbox"/> Routine <input type="checkbox"/> Expedite (Extra Cost)	
1. Contract Employee Information					
NAME: Last/Family		First/Given		Middle	Suffix
Social Security #	Date of Birth MMDDYYYY	Place of Birth: City		State	Country
E-mail Address				Phone # (Day)	Phone # (Cell)
Position (Job) Title		IT/System Admin Position? <input type="checkbox"/>	Prior Investigation? <input type="checkbox"/> Yes <input type="checkbox"/> No	Investigation Date	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	Aliens: Port of Entry City and State		Date of Entry	Alien Registration #	Citizenship
2. Contract Information					
Company Name		Company is <input type="checkbox"/> Prime <input type="checkbox"/> Sub Contractor		If Sub, Name of Prime	
Contract /Work Order / RWA #		Contract Start Date	End Date	<input type="checkbox"/> Has Option Years OR End Date TBD	
Company Point of Contact (POC) Name		Phone # (Day)	E-mail Address		
3. Project/Work Location Information (Government site where contractor is working)					
Building Name		GSA Building #	Building Address		
4. Type of Investigation Requested for: HSPD-12 PIV Card Credential					
<input type="checkbox"/> Public Trust Positions (Suitability)		<input type="checkbox"/> Moderate Risk - (LBI / MBI)		<input type="checkbox"/> HIGH Risk - (BI)	
<input type="checkbox"/> National Industrial Security Clearance		<input type="checkbox"/> CONFIDENTIAL (NACLIC)		<input type="checkbox"/> SECRET (NACLIC)	<input type="checkbox"/> TOP SECRET (SSBI)
5. Requesting Official (Sponsor) Information					
Sponsor's Name		Title		Is COR/COTR <input type="checkbox"/> Yes	FPS Regional Office Number
E-mail Address			Phone # (Day)	Forms Reviewed <input type="checkbox"/> Yes	Review Date

6. DHS Federal Protective Service Contract Suitability Adjudication (Staff use ONLY) Personnel Security Investigation:

OPM PIPS Inv	<input type="checkbox"/> Release Form <input type="checkbox"/> CER	Date Forms Received	Suitability Decision Preliminary Date	Notify Preliminary Decision
Inv #	<input type="checkbox"/> Med Release <input type="checkbox"/> GSA 3665	<input type="checkbox"/> SF85P Reviewed	<input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable	<input type="checkbox"/> eMail: COTR/ Requesting Official <input type="checkbox"/> eMail: Subject <input type="checkbox"/> eMail: Subject's Company POC
Status	<input type="checkbox"/> FD 258	<input type="checkbox"/> Scanned/TIF	Final Date	Final Decision
Date of INV	<input type="checkbox"/> CS Case <input type="checkbox"/> FD 258 RAP <input type="checkbox"/> Just	Date Sent to OPM	<input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable	<input type="checkbox"/> eMail: COTR/ Requesting Official <input type="checkbox"/> eMail: Subject <input type="checkbox"/> eMail: Subject's Company POC
e-QIP Invitation #				
Date E-Mail Sent				
Comments/Notes:				

Contractor Information Worksheet Instructions

Privacy Act Notice

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information is authorized by the Federal Property and Administrative Services Act of 1949, as amended, and Part III of Title 5, U.S.C; O. 9397 Disclosure of the information is voluntary. This form will be used as a means to prepare and issue a credential or pass. Information will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions, or pursuant to a request by DHS or such other agency in connection with the firing or retention of an employee, the issuance of a security clearance, the investigation of an employee, the letting of a contract, or the issuance of a license, grant, or other benefit. If the individual does not provide some or any part of the requested information, the employee will not be issued a credential and will not be allowed to enter a GSA-controlled building after normal working hours or when the building is under security.

Submission Information

1. Ensure all information is complete and accurate
2. Return this form to your Supervisor/Contracting Officer for delivery to FPS Regional Field Contract Suitability Adjudication Office for "e-QIP" invite.
3. If a contractor opts to fill out a "Hard Copy" version of the SF-85P due to emergency operations, complete the background investigation package and send it along with Contractor Information Worksheet. SF-85P is available on [GSA InSite](#)
4. **MAILING INSTRUCTIONS FOR FPS Staff:** If the contractor is a **Non-Protective Security Officer (PSO) and performing contract administrative duties on the PSO contract at the federal government facilities**, the background investigation package must be mailed to the respective FPS Regional Contract Suitability Adjudication Field Offices listed below:

Region	Regional CSA PoC	Phone #	FAX	Street	Suite, Room	City	ST	Zip + 4
HQ	Evelyn Flores	(b)(6)	(202) 245-2610	1900 Half St SW	(b)(6)	Washington	DC	20528
HQ	Sean Mihaly		(202) 245-2610	1900 Half St SW		Washington	DC	20528
ARRA	Terry Hudson		(202) 245-2610	1900 Half St SW		Washington	DC	20528
1	Valerie DiMare		(617) 565-4169	10 Causeway St		Boston	MA	02222-1001
2	George L. Ware		(212)264-9803	26 Federal Plaza		New York	NY	10278-0004
3	Lisa M. Leo		(215) 521-2169	701 Market St		Philadelphia	PA	19106-1538
4	Todd Ware		(404) 893-1505	180 Spring St, NW		Atlanta	GA	30303-3704
5	Doris Meaux		(312) 353-0257	230 S. Dearborn St.		Chicago	IL	60604-1505
6	Sara Reisenbichler		(816) 426-2160	601 E 12TH ST		Kansas City	MO	64106-2818
7	Contact COTR							
8	"Mike" Prado		(303) 236-6413	W 6TH Ave & Kipling St		Lakewood	CO	80225-0000
9	May S. Joe	(213) 894-3767	300 N Los Angeles St.	Los Angeles	CA	90012-3322		
10	Janis Davis	(253) 815-4754	32125 - 32nd Ave S.	Auburn	WA	98001-9345		
11	Contact COTR							

Type of Investigation Requirements- Contractor

Position Type	Position Sensitivity Levels	Clearance Levels	DHS Investigation Requirement
National Security	Special & Critical Sensitive	Top Secret / Top Secret-SCI	SSBI – Single Scope Backgrnd Inv
	Non-Critical Sensitive	Secret / Confidential	NACLC – National Agency Checks w/Law & Credit
Public Trust	High Risk	N/A	BI – Background Investigation
	Moderate Risk	N/A	MBI – Minimum Background Investigation
	Low Risk	N/A	NACI – National Agency Check w/Written Inquiries

Exhibit 2C 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 CONTRACTOR BELIEVES THAT THIS INDIVIDUAL HAS THE QUALIFICATIONS FOR THIS CONTRACT.

Exhibit 2D Lautenberg 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 2G

Non-Disclosure Agreement

DEPARTMENT OF HOMELAND SECURITY

NON-DISCLOSURE AGREEMENT

I, _____, an individual official, employee, consultant, or subcontractor of or to (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

(Signer will acknowledge the category or categories of information that he or she may have access to, and the signer's willingness to comply with the standards for protection by placing his or her initials in front of the applicable category or categories.)

Initials:

Protected Critical Infrastructure Information (PCII)

I attest that I am familiar with, and I will comply with all requirements of the PCII program set out in the Critical Infrastructure Information Act of 2002 (CII Act) (Title II, Subtitle B, of the Homeland Security Act of 2002, Public Law 107-296, 196 Stat. 2135, 6 USC 101 et seq.), as amended, the implementing regulations thereto (6 CFR Part 29), as amended, and the applicable PCII Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the PCII Program Manager or the PCII Program Manager's designee.

Initials:

Sensitive Security Information (SSI)

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

Initials:

Other Sensitive but Unclassified (SBU)

As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, 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 or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

October 2011

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.

3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.

4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.

5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCII Program Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession.

(2) If the Authorized Entity is a United States Government contractor performing services in support of the PCII Program, I will not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has first made in writing, with respect to the contractor, the certification as provided for in Section 29.8(c) of the implementing regulations to the CII Act, as amended.

(b) For SSI and SBU - I hereby agree that material which I have in my possession and containing information covered by this Agreement, will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to the specific categories of information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to DHS; and/or 3) upon the determination that my official duties do not require further access to such information.

6. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, in the case of SSI or SBU, unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to the specific category of information or, in the case of PCII, unless such alteration or removal is authorized by the PCII Program Manager or the PCII Program Manager's designee. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same matter as the original.

7. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

October 2011

9. (a) With respect to SSI and SBU, I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.

(b) With respect to PCII I hereby assign to the entity owning the PCII and the United States Government, all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of PCII not consistent with the terms of this Agreement.

10. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government and, with respect to PCII, the Authorized Entity, may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

11. Unless and until I am released in writing by an authorized representative of the Department of Homeland Security (if permissible for the particular category of information), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.

14. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

15. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

16. I represent and warrant that I have the authority to enter into this Agreement.

17. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

October 2011

DEPARTMENT OF HOMELAND SECURITY

NON-DISCLOSURE AGREEMENT

Acknowledgement

Typed/Printed Name:

Telephone Number:

Government/Department/Agency/Business Address

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:

Date:

WITNESS:

Typed/Printed Name:

Telephone Number:

Government/Department/Agency/Business Address

Signature:

Date:

This form is not subject to the requirements of P.L. 104-13, "Paperwork Reduction Act of 1995" 44 USC, Chapter 35.

Exhibit 2H Offense/Incident Report

OFFENSE/INCIDENT REPORT										1. TYPE		REPORT CONTROL SYMBOL							
INSTRUCTIONS ARE PRINTED SEPARATELY. IF ADDITIONAL SPACE IS NEEDED, USE REVERSE OF FORM. IDENTIFY ITEMS.										<input type="checkbox"/> a. ORIGINAL		<input type="checkbox"/> b. CONTINUATION		<input type="checkbox"/> c. SUPPLEMENT OR FOLLOW-UP					
2. CODE NO.		2a. SORT		3. TYPE OF OFFENSE OR INCIDENT				4. CASE CONTROL NO.											
5. BUILDING NO.				6. ADDRESS															
7. NAME OF AGENCY/BUREAU				8. AGENCY/BUREAU CODE		9. SPECIFIC LOCATION				10. LOCATION									
11. DATE/TIME OF OFFENSE/INCIDENT				12. DAY		13. DATE/TIME REPORTED				14. DAY		15. JURISDICTION (X)							
												<input type="checkbox"/> 1. EXCLUSIVE							
												<input type="checkbox"/> 2. CONCURRENT							
												<input type="checkbox"/> 3. PARTIAL							
												<input type="checkbox"/> 4. PROPRIETARY							
16. NO. DEMONSTRATORS		17. NO. EVACUATED		a. TIME START		b. TIME END													
ID CODE (a)		NAME AND ADDRESS (b)				AGE (c)	SEX (d)	RACE (e)	Country of Birth (e1)		Nationality (e2)		INJURY CODE (f)	TELEPHONE (g)					
PERSONS INVOLVED	18		Last Name, First, Middle Initial										HOME						
			Number, Street, Apt. No., City, State				(ZIP Code)						BUSINESS						
			Last Name, First, Middle Initial										HOME						
			Number, Street, Apt. No., City, State				(ZIP Code)						BUSINESS						
VEHICLE	19		a. STATUS		b. YEAR	c. MAKE		d. MODEL		e. COLOR (Top/Bottom)		f. IDENTIFYING CHARACTERISTICS							
			<input type="checkbox"/> STOLEN		<input type="checkbox"/> SUSPECT														
			<input type="checkbox"/> GOV'T		<input type="checkbox"/> PERSONAL														
			<input type="checkbox"/> VANDALIZED		<input type="checkbox"/> RECOVERED														
		g. REGISTRATION	YEAR	STATE	TAG NO.		h. VIN			i. VALUE									
ITEMS TAKEN	20		a. NAME OF ITEM		b. QUANTITY		c. OWNERSHIP		d. BRAND NAME										
			<input type="checkbox"/> GOV'T		<input type="checkbox"/> PERSONAL														
			e. SERIAL NO.		f. COLOR		g. MODEL												
			h. VALUE		i. UNUSUAL OR UNIQUE FEATURES														
			<input type="checkbox"/> PROPERTY WAS SECURED		<input type="checkbox"/> UNSECURED		<input type="checkbox"/> RECOVERED		<input type="checkbox"/> MISSING		<input type="checkbox"/> PARTIAL RECOVERY		VALUE RECOVERED						
			j. NAME OF ITEM		m. QUANTITY		n. OWNERSHIP		o. BRAND NAME										
			<input type="checkbox"/> GOV'T		<input type="checkbox"/> PERSONAL														
			p. SERIAL NO.		q. COLOR		r. MODEL												
		s. VALUE		t. UNUSUAL OR UNIQUE FEATURES															
		<input type="checkbox"/> PROPERTY WAS SECURED		<input type="checkbox"/> UNSECURED		<input type="checkbox"/> RECOVERED		<input type="checkbox"/> MISSING		<input type="checkbox"/> PARTIAL RECOVERY		VALUE RECOVERED							
21. NARRATIVE (if additional space is needed, use reverse of this form)																			
22		TIME		23. EVIDENCE		TAG NO.		a. TYPE		b. WHERE STORED									
		<input type="checkbox"/> NOTIFIED		<input type="checkbox"/> ARRIVED		<input type="checkbox"/> YES <input type="checkbox"/> NO													
a. OTHER POLICE																			
AGENCIES																			
b. FIRE DEPT.																			
c. AMBULANCE																			
d. BUILDING MANAGER																			
e. OTHER (Specify)																			
25. SUSPECT STATUS																			
		<input type="checkbox"/> NOT IDENTIFIED		<input type="checkbox"/> GOV. CONTRACT		<input type="checkbox"/> e. N/A													
		<input type="checkbox"/> b. GOV.		<input type="checkbox"/> d. NON-GOV.															
		<input type="checkbox"/> EMPLOYEE		<input type="checkbox"/> EMPLOYEE															
26. DISPOSITION OF SUSPECT																			
		<input type="checkbox"/> a. ARRESTED		<input type="checkbox"/> c. CITATION ISSUED		NO. _____													
		<input type="checkbox"/> b. NOT ARRESTED		<input type="checkbox"/> d. RELEASED		<input type="checkbox"/> e. N/A													
NOTE: Complete GSA Form 3157 when there is a Suspect, Att. Burglary, Burglary, Att. Robbery, Robbery or a Weapon is used.																			
27.		a. RECEIVED		b. ARRIVED		c. RETURNED TO SERVICE													
28a		REVIEWED BY - NAME (Printed) AND SIGNATURE												b. DATE					
		<input type="checkbox"/> FPS																	
		<input type="checkbox"/> CG																	
29a		BADGE		a1. CALLSIGN		a2. K9		a3. Contract Guard Company		b. NAME (Printed) AND SIGNATURE				c. DATE					
30.		CASE REFERRED TO		a. FPS SA		STATE POLICE		c.		e. IG		g. OTHER (Specify)		31. CASE		32a. APPROVING OFFICIALS NAME (Printed) AND SIGNATURE		b. DATE	
33.		INVESTIGATOR STATUS		a. CASE #		c. SUSPECT DEVELOPED		e. ENTERED NCIC		f. PROPERTY RECOVERED		h. CLEARED NCIC		i. REFERRED		j. DATE			

INSTRUCTIONS

1. **TYPE.** Enter an X to indicate if this is an original, continuation page, or a supplement to a report previously made.
2. **CODE NO. (OFFENSE/INCIDENT CODE).** *Enter 4-digit offense/incident code that corresponds to the offense/incident. In cases of vandalism, enter the offense/incident code number 1010 or 1020 and enter the word "vandalism" in Item 3, followed by the estimated dollar amount of damage. (Round off amount to nearest dollar; do not use decimal or cents.)
 - 2a. **SORT.** In those incidents involving the use of Special Operations Response Teams (SORT), place an X in this block.
3. **TYPE OF OFFENSE OR INCIDENT.** Enter in words the type of offense or incident being reported.
4. **CASE CONTROL NO.** Enter 11-character alphabetical/ numerical case number which is obtained from the control center. The case control number is constructed as follows: first and second places designate the region; third place, the district; fourth place, the zone; fifth place thru ninth, the number of cases listed consecutively through out the calendar year; 10th place, a letter designating the month, e.g., A=January, B=February, C=March, etc. The 11th place designates the calendar year. Only the last digit of the calendar year is entered. For example: in Region 8, District 2, Zone 5, the 4392 case of the year, occurring in FEBRUARY 1983, would be entered as 082504392B83.
5. **BUILDING NO.** Enter 8-character GSA building number. When building number does not apply, enter NA (not applicable) . (It is the responsibility of each region to provide these numbers to all officers.)
6. **ADDRESS.** Enter street, city, and State where offense/incident occurred.
7. **AGENCY/BUREAU NAME.** Enter agency/bureau name (i.e., Internal Revenue Service (IRS)).
8. **AGENCY/BUREAU CODE.** Enter 4-character agency/ bureau code in which offense/incident occurred. (It is the responsibility of each region to provide these numbers to all officers.)
9. **SPECIFIC LOCATION.** Enter in words a brief description of location of offense/incident. Always begin with general area, then room area, and then specific location (e.g., 1st floor, office, desk). Refer to example in Item 10.
10. **LOCATION CODE.** *Enter alphabetical/numerical code. The first two places identify the general area or floor level where the incident occurred. The third and fourth places identify the room area; the fifth and sixth places provide the specific location of the incident. For example, if the offense/incident occurred on the first floor, in an office, from a desk code 010FDK would be entered for Item 10. (the last two places are used primarily in theft incidents. When use of the fifth and sixth places is inappropriate, enter NA (not applicable)).
- 11a and b. **DATE/TIME OF OFFENSE/INCIDENT.** Enter month, day, year and military time of offense/incident. Months must be entered in numerical order (i.e., January-01 through December-12). (If the date of the offense/incident is March 9, 1998, it would be recorded as 030998.) If exact date is unknown, but date last seen can be determined, enter that date. If neither of these dates is known, enter UNK (unknown).
12. **DAY.** Enter 2 letters for day of week on which the offense/incident occurred. Codes for days of the week are: SU, MO, TU, WE, TH, FR, SA, and UK (unknown).
- 13a and b. **DATE/TIME REPORTED.** Follow same instructions as in Item 11.
14. **DAY.** Follow same instructions as in Item 12.
 1. **JURISDICTION.** Enter an X in the appropriate box.
 2. **NO. OF DEMONSTRATORS.** Enter the estimated number of demonstrators.
 3. **NO. EVACUATED.** Enter the estimated number of evacuees.

October 2011

17a. **TIME START.** Enter the time when evacuation began (use military time).

17b. **TIME END.** Enter the time the evacuees returned to evacuated area (use military time).

18. **PERSONS INVOLVED.** (Suspect, Victim, Witness, Reporting Party). If there are more than two people involved, prepare an additional GSA Form 3155. Use the same case number and fill in only the appropriate blocks.

18a. **ID (IDENTIFICATION) CODE.** Enter appropriate codes of persons involved: SU-suspect; VI-victim; WI-witness; RP-reporting party. If there is more than one person in same category, enter a numeric suffix as 1, 2, etc., (e.g., SU1, SU2, etc.).

18b. **NAME AND ADDRESS.** Enter name(s) and address(es) of person(s) identified. Record subject's full name. Show last name first, followed by first name, then middle initial. If subject doesn't have a middle initial, use NMI (no middle initial) to indicate this.

18c. **AGE.** Enter age if known; otherwise, enter UNK (unknown).

18d. **SEX.** Enter M-male or F-female.

18e. **RACE.** Enter appropriate code: A-Asian Pacific/Oriental; H-Hispanic, I-American Indian; B-Black; W-White; O-Other (explain in narrative), X-Unknown.

18e1. **COUNTRY OF BIRTH.** Enter Country Name if known.

18e2. **NATIONALITY.** Enter Nationality if known

18f. **INJURY CODE.** Enter appropriate code: O-none; 1-refused treatment; 2-first aid only; 3-hospitalized; 4-deceased.

18g. **TELEPHONE.** If known, enter area code(s) and number(s); otherwise, enter UNK (unknown).

19. **VEHICLE.** If more than one vehicle is involved, prepare an additional GSA Form 3155. Use the same control number and fill in only the appropriate blocks.

19a. **STATUS.** Check the appropriate box(es).

19b. **YEAR.** Enter model year of vehicle.

19c. **MAKE.** Enter make of vehicle.

19d. **MODEL.** Enter model of vehicle.

19e. **COLOR.** *Enter appropriate color code. If more than one color, list in order from top to bottom and separate by slashes. Example: Cream vinyl top with blue body is entered as cmr/blu.

19f. **IDENTIFYING CHARACTERISTICS.** List any identifying characteristics of the vehicle, such as a cracked window, dented fenders, etc.

19g. **REGISTRATION.** Enter year, State and registration number printed on vehicle tag.

19h. **VIN (VEHICLE IDENTIFICATION NUMBER).** Enter vehicle identification number.

*HB, FPS UNIFORMED FORCE OPERATION, CHAPTER 8. HB, FPS, STAFF OFFICER'S GUIDE, CHAPTER 5.

October 2011

19i. **VALUE.** Enter estimated value of vehicle.

20. **ITEMS TAKEN.** If there are more than 2 items taken, prepare an additional GSA Form 3155. Use the same case number and fill in only the appropriate blocks.

20a. **NAME OF ITEM.** Identify item (e.g., typewriter, tools, radio equipment. etc.).

20b. **QUANTITY.** Enter number of items (e.g., for one item enter 001).

20c. **OWNERSHIP.** Check the appropriate box.

20d. **BRAND NAME.** Enter brand name (e.g., Remington).

20e. **SERIAL NUMBER.** Enter serial number, the word "none", or "unknown", as appropriate.

20f. **COLOR.** Enter color*. Separate multi-colors with a slash (e.g., red, brown, and blue = red/bro/blu).

20g. **MODEL.** Enter model or number, if any.

20h. **VALUE.** Enter value (or estimated value) of items stolen. (Round the amount off to the nearest dollar; do not use decimal or cents).

20i. **UNUSUAL OR UNIQUE FEATURES.** List any features that will assist in identifying the property, such as an owner applied number (i.e., owner's social security number).

20j. **PROPERTY WAS.** Enter an X in appropriate box.

20k. **STATUS OF PROPERTY.** Enter an X in the appropriate box. If property is partially recovered, enter value of the amount recovered.

20l. through 20v. same as 20a. through 20k.

1. **NARRATIVE.** Enter details of offense/incident not included elsewhere in report, or when the word "other" has been used. If additional space is required, continue on page 2 of form and/or use and attach a blank sheet of paper.

2. **NOTIFICATION.** As required, enter time (military time)

of notification and arrival of appropriate units. 23a and b. **EVIDENCE.** Enter an X in the appropriate box, and the evidence tag number if applicable.

23c. **TYPE.** Identify type of evidence. 23d. **WHERE STORED.** Give current location of evidence.

1. **ATTACHMENTS.** Enter an X in the appropriate boxes, or specify in block marked "Other Attachments" (such as traffic accident forms).

2. **SUSPECT'S STATUS.** Enter an X in the appropriate box.

3. **DISPOSITION OF SUSPECT.** Enter an X in the appropriate box. Enter number of any citation issued to suspect.

4. **TIME (OF OFFENSE/INCIDENT).** Use military time. 27a. **RECEIVED.** Enter the assignment received. 27b. **ARRIVED.** Enter time arrived on scene. 27c. **RETURNED TO SERVICE.** Enter time returned to service. 28a. **REVIEWED BY.** Enter an X in the appropriate box to

indicate FPS (Federal Protective Service) or CG (Contract Guard).

28b and c. **NAME AND SIGNATURE.** Enter printed name and the signature of immediate supervisor reviewing report.

October 2011

28d. **DATE.** Enter date report was reviewed.

29a. **BADGE.** Enter badge number of FPO completing the offense/incident report. Contract guards will enter the letters "CG". (when filling in these blocks, begin on the left and work from left to right).

29a1. **CALLSIGN.** Enter call sign number of FPO/Contract guard if known.

29a2. **K9.** Place an X in this box if FPO/Contract guard accompanied by K9. 29a3. **CONTRACT GUARD COMPANY.** Enter company name if known.

29b and c. **NAME AND SIGNATURE.** Enter printed name and the signature of FPO or contract guard completing the offense/incident report.

29d. **DATE SUBMITTED.** Enter date report submitted.

1. **CASE REFERRED TO.** Enter an X in the appropriate box(es). (The approving official is responsible for completing this block.)
2. **CASE STATUS.** Enter an X in the appropriate box. A case is closed when the offender has been identified, sufficient evidence has been collected to charge him/her, and he/she has been taken into custody. A case is also closed in instances where some element beyond police control precludes the placing of formal charges' against an offender (e.g., the U.S. Attorney refuses to prosecute).

32a and c. **APPROVING OFFICIAL (SIGNATURE AND NAME).** Completion of these blocks will indicate the report has been reviewed for accuracy and completeness of data. Enter printed name and the signature of approving official (to be designated by the district supervisor). This should not be the same as the reviewing official.

32b. **DATE.** Enter date report was approved.

33. **DETECTIVE STATUS.** This set of blocks is to be used by the detectives only. These blocks will be filled out showing what results occurred to the offense/incident report upon completion of a follow-up investigation, if conducted.

33a. **CASE NUMBER.** Enter Detective Section case number assigned.

33b. **HOW CLOSED.** Place an X in appropriate box to signify how the investigation was closed.

33c. **SUSPECT.** Place an X in the box if a suspect was developed or arrested.

33d. **ENTERED NCIC (NATIONAL CRIME INFORMATION CENTER).** Enter an X in the appropriate box.

33e. **PROPERTY RECOVERED.** Enter an X in the box to indicate if stolen property was recovered.

33f. **VALUE OF PROPERTY.** If property recovered, indicate the value of recovered property.

33g. **CLEARED NCIC.** Enter an X in the appropriate box.

33h. **REFERRED TO.** If follow-up investigation was referred to another investigative unit and accepted, indicate name.

33i. **DATE REFERRAL ACCEPTED.** Enter date referral was accepted.

*HB, FPS UNIFORMED FORCE OPERATION, CHAPTER 8. HB, FPS, STAFF OFFICER'S GUIDE, CHAPTER 5.

Exhibit 21

Identification Access Control Card Request

DEPARTMENT OF HOMELAND SECURITY

IDENTIFICATION ACCESS CONTROL CARD REQUEST

SECTION I - PERSONAL INFORMATION (Completed by Individual)			
FIRST NAME	MIDDLE NAME	LAST NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH	SEX	
HOME ADDRESS	ADDRESS 2		
CITY	STATE	ZIP	HOME PHONE
SECTION II - EMPLOYEE INFORMATION (Completed by Directorate Authorized Representative)			
TYPE OF EMPLOYEE (Check One)			
<input type="checkbox"/> FEDERAL EMPLOYEE	<input type="checkbox"/> FEDERAL DETAILEE	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> OTHER
DIRECTORATE/OFFICE	HOME AGENCY (Detailee)	COMPANY (Contractor)	
LOCATION (Check One)			
<input type="checkbox"/> NEBRASKA AVENUE	<input type="checkbox"/> 7TH & D STREETS	<input type="checkbox"/> VERMONT AVENUE	<input type="checkbox"/> OTHER
OFFICE LOCATION (Floor)	OFFICE NUMBER	POINT OF CONTACT	
START DATE	END DATE		
SIGNATURE AUTHORITY ON FILE WITH DHS OFFICE OF SECURITY			DATE
SECTION III - SECURITY INFORMATION (Completed by Security Office)			
SECURITY CLEARANCE LEVEL			
<input type="checkbox"/> NONE	<input type="checkbox"/> SECRET	<input type="checkbox"/> TOP SECRET	<input type="checkbox"/> OTHER
BADGE TYPE	BADGE NUMBER		
ISSUE DATE	EXPIRATION DATE	STATUS	
SIGNATURE DHS OFFICE OF SECURITY REPRESENTATIVE			PHONE NO.
SIGNATURE OF PHYSICAL SECURITY REPRESENTATIVE			PHONE NO.

AUTHORITY: 5 USC 5701-5733, Sections 5721-5733 and Executive Order 9397.

DISCLOSURE: Disclosure of information is mandatory.

PURPOSE: To collect information pertinent to verifying both investigation and clearance information for potential detailees, employees, and contractors who have been presented to DHS Headquarters for duty. This data must be true and accurate. Verification of this information is paramount to acceptance.

DHS Form 11000-14 (12-03)

Exhibit 2J

Federal Emergency Response Official Designation Request

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY RESPONSE OFFICIAL DESIGNATION
REQUEST

FOR FEDERAL EMERGENCY RESPONSE OFFICIAL

SECTION I - PERSONAL INFORMATION (Completed by Individual)			
FIRST NAME	MIDDLE NAME	LAST NAME	
DATE OF BIRTH	SEX	HOME ADDRESS	
ADDRESS 2		CITY	STATE
ZIP	HOME PHONE	COMPONENT NAME	
WORK PHONE NUMBER		WORK EMAIL	

SECTION II - COMPLETED BY FERRO APPROVING AUTHORITY		
APPROVAL <input type="checkbox"/> FEDERAL EMERGENCY RESPONSE OFFICIAL DESIGNATION		
DESIGNATED FERRO OFFICIAL NAME	DESIGNATED FERRO OFFICIAL TELEPHONE	FERRO OFFICIAL EMAIL ADDRESS
SIGNATURE AUTHORITY DESIGNATED FOR FERRO APPROVAL		DATE

SECTION III - ACCESS CONTROL OFFICE		
FERRO STRIPE AUTHORIZED <i>FERRO Designation</i>		
FERRO STRIPE AUTHORIZED FERRO STRIPE AUTHORIZED		CARD NUMBER
ISSUE DATE	EXPIRATION DATE	STATUS
SIGNATURE DHS OFFICE OF SECURITY REPRESENTATIVE		PHONE NUMBER
SIGNATURE OF PHYSICAL SECURITY REPRESENTATIVE		PHONE NUMBER

PRIVACY ACT STATEMENT

AUTHORITY: 5 U.S.C. 5701-5733, §§ 5721-5733; and Executive Order 9397.

PRINCIPAL PURPOSE(S): This information is being collected for the sole purpose of identifying that all requirements have been met to apply for and receive Federal Emergency Response Official Designation.

ROUTINE USE(S): "The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/ALL - 014 Emergency Personnel Location Records System of Records (73 FR 61888, October 17, 2008)."

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested will prevent the individual from receiving Federal Emergency Response Official Designation.

Exhibit 3A Contractor's Certification of Basic Training

Employee's Name: _____

SSN: _____ - _____ - _____

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

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

Basic Training Subjects 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 States Code. Any false or misleading information may be punishable by fine or imprisonment.

Exhibit 3B

Contractor's Certification of Initial Weapons Training

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee successfully completed required Weapons Training subjects, identified below, including practical exercises and examinations in accordance with SOW, as required by Contract number _____.

Initial Firearms Training provided from _____ to _____
(DATE) (DATE)

Initial Baton Training provided from _____ to _____
(DATE) (DATE)

Initial OC Training provided from _____ to _____
(DATE) (DATE)

Other Firearms Training provided from _____ to _____
(Weapon Type _____) (DATE) (DATE)

Transition/Platform Firearms Training provided from _____ to _____
(Weapon Type _____) (DATE) (DATE)

Weapons Training Subjects 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 States Code. Any false or misleading information may be punishable by fine or imprisonment.

Exhibit 3C Contractor's Certification of Government-Provided Training

Employee's Name: _____

SSN: _____ - _____ - _____

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

Government Provided Subject(s):

- Orientation Training
- Screener Training
- Other Training (specify): _____

provided from _____ to _____ by:
(DATE) (DATE)

_____ 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 States Code. Any false or misleading information may be punishable by fine or imprisonment.

Exhibit 3D Contractor's Certification of Refresher Training

Employee's Name: _____

SSN: _____ - _____ - _____

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

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

Refresher Training Subjects 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 States Code. Any false or misleading information may be punishable by fine or imprisonment.

Exhibit 3E

Contractor's Certification of Weapons Refresher Training

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee successfully completed all required Weapons Training subjects including practical exercises and examinations in accordance with SOW, as required by Contract number _____.

Semi-annual Firearms Training provided from _____ to _____
(DATE) (DATE)

Refresher Baton Training provided from _____ to _____
(DATE) (DATE)

Refresher OC Training provided from _____ to _____
(DATE) (DATE)

Other Training _____ provided from _____ to _____
(TYPE) (DATE) (DATE)

Weapons Training Subjects 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 States Code. Any false or misleading information may be punishable by fine or imprisonment.

Exhibit 4 Required Training

	Training	Frequency	Provider	Section Reference	Exhibit
1	AED	ARC/AHA Requirements	Contractor	6.8	N/A
2	Contractor-Provided Basic Training	*One Time Only	Contractor	6.4.1.2	4B
3	CPR	ARC/AHA Requirements	Contractor	6.8	N/A
4	Contractor-Provided Annual Weapons Refresher Training (Firearms)	Semi-Annual	Contractor	6.6.3	4C & 4D
5	First Aid	ARC/AHA Requirements	Contractor	6.8	N/A
6	Contractor-Provided Initial Weapons Training and Qualification	*One Time Only	Contractor	6.6.2	4C
7	Contractor-Provided Annual Weapons Refresher Training (Less-Than-Lethal Weapons)	Annual	Contractor	6.6.5	4C & 4D
8	Government-Provided Orientation Training	*One Time Only	Government	6.7.2	4G
9	Contractor-Provided Refresher Training	Every 3 Years	Contractor	6.4.1.3	4E
10	Government-Provided Screener Training	Annual	Government	6.7.3	4G
11	Government-Administered Written Examination	Upon completion of Basic Training	Government	6.5	N/A

* One Time Only – If PSO completes training satisfactorily.

Exhibit 4A Contractor's Training Schedule and Plan

Use the below format for all training.

Date: XX September 2009

Times: 0800 – 1630 (30 minutes for lunch)

Instructor(s): Mr. Jones

Training Facility Address: Street, City, State, Zip Code

Time – Course	Hours
0800 – 0900 Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1
0900 – 1000 Overview of the Roles & Responsibilities of a Contract Security Guard (CHAPTER TWO, SGIM)	1
1000 – 1100 Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1
1100 – 1200 Ethics and Professionalism Part II: Interactive Training	1

Exhibit 4B Contractor-Provided Basic Training

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

Contractor must present 64 hours of basic training to all students. Hours listed in “Hours” column are recommended times needed for effective coverage of material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. Instructor shall use his/her expertise in evaluating PSO progress in comprehending and applying concepts and materials taught. There may be some fluctuation in actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 64 hours of training.*

64 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	The mission, role, and responsibilities of DHS and FPS as well as the role contract security officers 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	The typical duties of a Contract Security Officer and responsibilities associated with being a contract Security Officer at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1	Police professionalism today, including the expanding use of contract security officers and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement security officers and the contract security officers.
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 officers based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security officers with the concept surrounding effective communications and development of communication skills. Present the contract security officer 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.

Subject	Hours	Scope
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 are acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction provided to the security officers 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 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 are acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	1	The basic knowledge needed for the security officers 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; are a part of this discussion. Give special attention to the changes in human behavior that might occur in the contract security officer 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 are acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	2	History of laws, applicable laws, regulations, and the concept of legal jurisdiction as it pertains to the security officers' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	1	Present the security officers with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruct on the methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	1	Provide the security officer with the knowledge of the legal application of search and seizure law in the performance of duties as a contract officer 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 officer with knowledge of how officers 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 officers should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.

Subject	Hours	Scope
Use of Force (CHAPTER THREE AND APPENDIX FOUR, SGIM)	1	Instruct 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 of force. The consequences for a security officer for the unauthorized or misuse of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	2	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	Definition of evidence (direct, circumstantial, and real). Admissibility of evidence as it relates to competency, relevancy, materiality, and hearsay. Information on the exclusionary rule and other related items. Procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	1	The relationship between the Contractor and the Government. The protocol for communicating with the MegaCenters when incidents occur. The importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	2	The purpose of posts and identify the various types of protective services. 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 security officers will respond to. Describe the proper approach to such situations; discuss the security officer's role and responsibility; and instruct in the appropriate techniques employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	4	Personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract security officer with the need to exercise care and caution when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis placed on the crimes the security officer may encounter while on duty within a Federal facility, security officer actions and responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	1	The security officer's responsibility for safety and fire prevention. Guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	3	Importance of properly prepared records, reports, and forms. Provide students examples. Students prepare sample records, reports, and forms that they will use on an FPS contract. Emphasis on tips for effective report writing.

Subject	Hours	Scope
Special Situations (CHAPTER NINE, SGIM)	2	Various types of special situations which security officers may respond to, such as providing escorts, controlling traffic, and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Familiarize the security officers 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 officer's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTERS ELEVEN AND FOURTEEN, SGIM)	4	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	Workplace violence, who commits violent acts and why, security officer's response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	3	Discuss and provide field practice in crowd control that will teach the security officers how to distinguish between friendly, sightseeing, agitated, and hostile crowds placing an emphasis on effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	2	The procedures security officers will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious, placing an emphasis on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	2	Lecture and practical applications to instruct security officers on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	2	Defining the terms and give concrete examples of the concepts of sabotage and espionage 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 to instruct Security Officers 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 affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Review & Examination	2	A 50 question multiple-choice written examination given to determine knowledge and understanding of the academic subject matter.

NOTE: WRITTEN EXAMINATION QUESTIONS COME ENTIRELY FROM SGIM. FAILURE BY INSTRUCTOR TO USE SGIM AS AN ESSENTIAL TRAINING TOOL MAY RESULT IN HIGH RATES OF FAILURE ON WRITTEN EXAMINATION. CONTRACTOR SHALL ENSURE INSTRUCTORS USE SGIM AS A CORE COMPONENT OF TRAINING.

Exhibit 4C

Contractor-Provided Initial and Transitional- Platform Firearms and Less-Than-Lethal Weapons Training and Qualification

Initial Weapons Training/Qualification: Contractor must present a minimum total of 40 hours of firearms (32hrs) and Less-Than-Lethal weapons (8hrs) training. Contractor is responsible for providing PSOs with a minimum of 32 hours of firearms training prior to initial qualification. A minimum of eight hours will be dedicated classroom training and a minimum of 24 hours, excluding associated down time, will be dedicated live fire training. Contractor is responsible for providing four hours baton and four hours OC Spray training/certification as specified by manufacture and in accordance with state/local law.

Subject	Hours	Scope
Use of OC Spray	4	Lecture and hands-on demonstration of procedures for carrying, drawing and utilizing OC Spray
Use of Baton	4	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 handling and control of firearm. Instruction should relate to weapons safety and handling to include: nomenclature, wearing of the weapon, weapon retention, 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.
Initial Firearms Familiarization Fire	24	Live fire
Transitional Weapon Training and Qualification (Transitional Weapon: revolver to revolver; semi-automatic to semi-automatic)	3	PSO must have a current qualification to complete Transitional Weapons Training and Qualification. Contractor must present: a minimum one hour of firearms maintenance, safety, and handling; to include nomenclature, function check, with special emphasis placed on loading, unloading, cocking, and decocking a hammer on a live round. Contractor must present; Handgun: minimum two hours of familiarization fire, excluding associated down time; Shotgun: one qualification course of fire as training. Contractor must present qualification course of fire.

Subject	Hours	Scope
Weapon Platform Change Training and Qualification (weapon platform change: revolver to semi-automatic pistol)	8	PSO must have a current qualification to complete Weapon Platform Training and Qualification. Contractor must present a minimum two hours of firearms maintenance, safety, and handling; to include nomenclature, function check, with special emphasis placed on loading, unloading, cocking, and decocking a hammer on a live round. Contractor must present: Handgun: a minimum six hours, familiarization fire, excluding associated down time; Shotgun: one qualification course of fire as training. Contractor must present qualification course of fire.

Number of hours listed “Hours” column are recommended times needed for effective coverage of material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. Instructor shall use his/her expertise to evaluate PSO progress in comprehending and applying concepts and materials taught. There may be some fluctuation in actual time covered for each subject, *but under no circumstances shall an Instructor provide less than 40 hours training during initial weapons training.*

Handgun Qualification Course

Firearms: Contract-authorized handgun

Ammunition: Contract-authorized: 50 rounds

Target: ICE Target

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

Course of Fire (Handgun)				
STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
1	1.5 YDS	6	Strong hand only from the holster using the bent elbow position with the support arm/hand placed against the upper centerline of the officer's chest	On command the shooter will: Draw and fire one round in two seconds and re-holster. Draw and fire two rounds in two seconds and re-holster. Draw and fire three rounds in two seconds and re-holster. Officers with a magazine capacity of less than twelve rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage two.
2	3 YDS	6	Using two hands from the holster -- point shoulder shooting, referencing sights	On command the shooter will: Draw and fire three rounds in the chest of the target in three seconds, and re-holster. Draw and fire three rounds in three seconds to the chest, perform a reload (emergency, tactical or magazine exchange) and re-holster.
3	7 YDS	6	Body armor and cover drills. Two-handed shooting using the sights	On command the shooter will draw and fire two rounds to the chest of the target and one round to the head of the target in five seconds and assume a high search position. From high search, move to an aimed in position and fire two rounds to the chest of the target and one round to the head of the target in four seconds. At the end of this stage, the two headshot rounds must be in the five-ring head area for each to count as five points. The head area outside the five-ring is worth two points. Officers with a magazine capacity of less than twelve rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage four.

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
4	7 YDS	12	One-handed shooting	On command, the shooter will draw and fire three rounds, using both hands, then transfer the weapon to the strong hand only and fire three rounds, in ten seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster. Draw and fire three rounds, using both hands, then transfer the weapon to the support hand only and fire three rounds, in ten seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster.
5	15 YDS	12	Two-handed shooting from the standing and kneeling position	On command the shooter will draw and fire six rounds from the standing position in ten seconds. Move to a kneeling position. When the target edges, or command is given that threat has diminished, shooter performs a reload (emergency, tactical or magazine exchange) in five seconds and assumes a ready position. When threat reappears, or command to fire is given, fire six additional rounds from the kneeling position in ten seconds. Officers with a magazine capacity of less than twelve rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage six.
6	15 YDS	4	Barricade	On command the shooter will take one step to the rear and one to the right of the barricade. When the threat appears or command to fire is given, move to cover, draw and fire two rounds from the right side standing barricade position, move to the right side kneeling barricade and fire an additional two rounds, in twenty seconds. While in a position of cover, perform a magazine exchange.
7	15 YDS	4	Barricade	On command the shooter will take one step to the rear and one to the left of the barricade. When the threat appears or command to fire is given, move to cover and fire two rounds from the left side standing barricade position, move to the left side kneeling barricade and fire an additional two rounds, in 20 seconds.

October 2011

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

Marksmanship Ratings

220-230 = Marksman

231-240 = Sharpshooter

241-249 = Expert

250 = Distinguished Expert

Shotgun Qualification Course

Firearm: Contract-authorized shotgun (*Note: A specific post requirement must exist for PSOs to be armed with a shotgun.*)

Ammunition: Five Rounds of Rifled Slug and 10 Rounds of .00 buckshot.

Target: ICE Target

Course of Fire: Stages will be completed in sequential order and fired as a hot range. All stages will begin with magazine loaded with four rounds, chamber empty, hammer down and safety off. Prior to commencing fire, shotgun will be held at hip level or in a low ready position with muzzle pointed downrange. On signal to commence firing, shooters will move into appropriate firing position. Slings may be used by shooter in any manner as long as they do not impede shooter or create a situation which compromises shooter's safety.

NOTE: Low Ready Position - Butt plate held against shoulder with muzzle pointed down at a 45-degree angle.

Course of Fire (Shotgun)				
STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
Stage 1	25 Yards	5 rounds rifled slug	Fired from shoulder in standing position.	<p>This stage will begin with shotgun at hip position. Shotgun will be loaded with four rounds in magazine only. Shooter will have one round available for reload. After firing four rounds, fifth round will be loaded through open ejection port and fired.</p> <p>Time Limit: 20 seconds.</p> <p><i>Note: Total of five rifled slugs will be fired with a minimum of four rifled slugs required to be in the four ring or higher at twenty-five yards.</i></p>
Stage 2	15 Yards	5 rounds .00 buckshot	Fired from shoulder in standing position.	<p>Start position will be same as Stage 1. In this stage, PSO will load shotgun with three rounds of buckshot and have two rounds available for tactical reload. On command, PSO will fire two rounds, tactical reload with two rounds (loading through the magazine with weapon pointed at threat) and fire remaining three rounds.</p> <p>Time Limit: 20 seconds.</p>

<p>Stage 3</p>	<p>7 Yards</p>	<p>5 rounds .00 buckshot</p>	<p>Fired from shoulder after moving shotgun from low ready position.</p>	<p><i>NOTE: Prior to firing Stage 3, Instructors must ensure impact area is clear of obstructions (i.e., rocks, lead buildup, etc.) that might cause pellets to ricochet..</i></p> <p>This stage will begin with shotgun at hip position. Shotgun will be loaded with four rounds in magazine only. Shooter will have one round available for reload. After firing four rounds, fifth round will be loaded through open ejection port and fired.</p> <p>Time Limit: 10 seconds.</p>
<p>Shotgun qualification course scoring consists of a total of five slugs with a maximum possible score of two hundred and fifty points. Minimum qualification score is two hundred points. For Stage Two and Three, proficiency is measured by ability to accomplish stated task in allotted time. If PSO fails to accomplish tasks as required by course of fire, PSO will not have met minimum proficiency requirement.</p>				
<p>When range facilities permit, two silhouette targets may be used per shooter, one target for slugs, and one for .00 buckshot. Additionally, shooters should be encouraged to utilize any cover available while firing qualification course.</p>				

Exhibit 4D Contractor-Provided Annual Weapons Refresher Training and Qualification

Contractor must present and certify up to four hours of annual baton and up to four hours of annual OC Spray refresher training and semi-annual weapons qualification using course of fire in Exhibit 4C of this Contract. Contractor must coordinate with Contracting Officer for FPS to monitor course of fire.

Exhibit 4E Contractor-Provided Refresher Training

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

Contractor must present 40 hours of refresher training within three years of a PSO basic training or previous refresher training conclusion date. Hours listed in the “Hours” column are recommended times needed for effective coverage of material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. Instructor shall use his/her expertise in evaluating PSOs progress in comprehending and applying concepts and materials taught. There may be some fluctuation in actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.*

40 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	The mission, role, and responsibilities of DHS and FPS as well as the role contract security officers play in facility security. Instructor will also discuss the five types of facilities and security levels.
Customer Oriented Protection	1	The concept of customer-oriented protection and the role security officers 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	The typical duties of a Contract Security Officer and responsibilities associated with being a security officer at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	0.5	Police professionalism today, including the expanding use of security officers and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement agents and the security officers.
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 officers based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.

Subject	Hours	Scope
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security officers with the concept surrounding effective communications and development of communication skills. Present the security officer 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 are acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction provided to the security officers 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 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 are acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	0.5	Discuss the basic knowledge needed for the security officers 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. Provide special attention to the changes in human behavior that might occur in the contract security officer 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 are acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	1	Discuss history of laws, applicable laws, regulations, and the concept of legal jurisdiction as it pertains to the security officers' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	0.5	Present the security officers 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 officer with the knowledge of the legal application of search and seizure law in the performance of duties as a security officer with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".

Subject	Hours	Scope
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security officer with knowledge of how security officers 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 officers should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, SGIM)	1	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 and the consequences of the unauthorized use or misuse of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	0.5	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	Definition of evidence (direct, circumstantial, and real), admissibility as it relates to competency, relevancy, materiality, and hearsay; information on the exclusionary rule and other related items; procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	0.5	The relationship between the Contractor and the Government. The protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	0.5	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 security officers will respond to. Describe the proper approach to such situations; discuss the security officer's role and responsibility; and instruct in the appropriate techniques employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	0.5	Acquaint the security officer with the care and caution they must exercise when coming upon a crime in progress. Discuss the element of surprise and the possibilities of encountering a crime being committed. Place special emphasis on the crimes the security officer may encounter while on duty within a Federal facility, their actions and responses, and the requirements of the agency.
Crime Detection, Assessment And Response (CHAPTER SIX, SGIM)	0.5	Acquaint the security officer with the care and caution (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 officer may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.

Subject	Hours	Scope
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	0.5	Define the security officer's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	0.5	Importance of properly prepared records, reports, and forms. Students shall receive examples and prepare sample records, reports, and forms that 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 security officers may 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 officers 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 officer's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTER ELEVEN, SGIM)	2	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	Workplace violence, who commits violent acts and why, security officer response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	1	Discuss and provide field practice in crowd control to teach the security officers how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Place emphasis on effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	1	Procedures security officers will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Place emphasis on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	1	Lecture and practical applications to instruct security officers on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	0.5	Defining the terms of sabotage and espionage 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 to instruct Security Officers in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.

Subject	Hours	Scope
X-Ray and Metal Detectors	8	In addition to eight hours of Government-provided screener training, Contractor will have student view training presentation via Government-provided (FPS) DVD titled; <i>Bomb Component Detection</i> (D09-118, dated 08-04-09). This DVD is For Official Use Only (FOUO)

Exhibit 4F Government-Provided Orientation Training

Contractor must coordinate with COTR to schedule Government provided basic training to all students who have not had basic training. Hours listed in the “Hours” column are times the Government estimates it needs to effectively cover material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. There may be some fluctuation in actual time covered for each subject, but total training time will not exceed 8 hours.

8 Hours

Subject	Hours	Scope
Rules and Regulations	1	FPS’ 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 security officers receive training in bomb search procedures.
Report Writing, Notes and Required FPS Forms	3	<p>Develop an understanding of the types and required FPS Forms, and necessity of field notes and reports expected from the security officer. Discuss the use, value, and purpose of reports and field notes. Special instruction in the preparation of GSA Form 3155, Preliminary Investigation, and GSA Form 3157, Crime Analysis.</p> <p>Instructor(s) will review and discuss the importance of the following forms:</p> <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. Officer and Inspectors Register h. Security Officers Hourly Report i. Special forms unique to the facility used in the performance of the Contract duties

Subject	Hours	Scope
Telephone and Radio Communications	1	The use of telephone and radio communications techniques. Instruction will present standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.
Role of Local, State and Federal Police Agencies	1	The security officers' relationship to other law enforcement agencies. Each security officer 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.

Exhibit 4G Government-Provided Screener Training

COTR will provide Contractor with training locations and dates. Contractor will provide COTR with a roster identifying PSO that will attend each training session.

Instruction may include device nomenclature, performance testing, and operations of security equipment and manual security techniques. Instruction may also include audio and video training presentations. There may be some fluctuation in actual time covered for each subject, but total training time will not exceed eight (8) hours.

Each student attending training shall bring a bag, backpack, or purse filled with normal household or personal items (e.g. clothing, shoes, hairbrush, etc.) for use during the training. Student bags shall not contain weapons.

8 Hours

Subject	Scope
Facility Entry Control Authorities and Directives	Instruction will include Lecture on FPS Facility Entry Control Directive to include rules, regulation, laws related to PSOs screening duties.
Patrol and Response Post	Instruction will include lecture and practical application related to PSO duties manning Patrol and Response Post to provide surveillance and over-watch at a screening station.
Metal Detector Operator (Walk Through Metal Detector and Hand Held Metal Detector)	Instruction will include lecture and practical application related PSO duties operating a walk through and/or hand-held metal detector at a screening station.
X-ray Machine Operator	Instruction will include lecture and practical application related to PSO duties operating an X-ray Machine at a screening station.

Exhibit 5

Contractor and PSO Data File

Risk Assessment and Management Program (RAMP)

Contractor and PSO Data File

Creating Contractor and PSO Personnel Files

July 2011

Introduction

Federal Protective Service (FPS) Risk Assessment and Management Program (RAMP) serves as the centralized repository for data used by FPS. Following sections provide detailed instructions on this process. Questions should be directed to the FPS-RAMP@dhs.gov email account.

RAMP will recognize PSOs using a combination of their last name, first name, and last four digits of their social security number. Ensure information is entered exactly how PSO name and social security number are displayed in FPS reports. If there are ANY differences, RAMP will reject file.

InfoPath Form: InfoPath is a standard component of Microsoft Office Professional suite of products. Save version of InfoPath form that matches version of Windows on your computer (e.g., XP/2003 or Vista/7), to your local or network drive.

1. Adding and Updating Information in RAMP. There are two categories of information required: (Company and Guards)

- **Company Information:** Following basic information about company and person submitting information on behalf of company is mandatory:
 - **Company Name:** Company name as it appears on FPS-provided reports generated from RAMP. If there are ANY differences, RAMP will reject file for correction and resubmission. To request clarification on how company name is to be entered, send email to FPS-RAMP@dhs.gov
 - **Email:** Email address of person who is submitting information on behalf of company
 - **POC Last Name and POC First Name:** Last and first name of person who is submitting information on behalf of company
 - **POC Position:** Position of person who is submitting information on behalf of company

- **Guard Information:** Following basic information on PSOs is mandatory:
 - Guard Last Name and Guard First Name: Last and first name of PSO
 - Guard Middle Name: Middle name of PSO. (NOTE: The Middle Name field is optional)
 - SSN (last 4 digits): Last four digits of social security number of PSO
 - Region Code: FPS region code of primary region where PSO works.
- 2. **Add, Update, Remove, and (Save) PSOs information:** There are three primary actions to take for each PSO entered.
 - Add Guard to Company: Select only if there is NO record of PSO as an employee of company. If PSOs do not appear on reports received from FPS, PSO are NOT in RAMP and must be added.
 - Update Guard Certificate and Region Information: Select only if PSO already has a record in RAMP as an employee of company. (This section will be used to update Region Information only)
 - Remove Guard from Company: Select only if there is an active record in RAMP for PSO company employs. Removing a PSO will change their status to Inactive and will require an employment end date.

Add PSO to RAMP:

1. Open InfoPath Form.
2. Enter company information.
3. Enter PSO information. NOTE: Middle Name field is optional. If PSO does not have a middle name, leave field blank
4. Select Add Guard to Company radio button.
5. In Employment Start Date field, enter date PSO was hired.

Next you can do several things:

- Click Guard Certification File Generator button to finish adding PSO.
- Click Save Draft button if you need to stop and return to file to finish it later.
- Click [Click to Add Guards](#) link to add more guard actions to InfoPath file. This allows you to add, remove, or update information for another PSO. This process can be repeated to include multiple PSOs.

Remove PSO from RAMP:

1. Open InfoPath Form.
2. Enter company information.
3. Enter PSO information for individual you want to remove.
4. Select Remove Guard from Company radio button.
5. In Employment End Date field, enter date PSO was no longer employed.

Next you can do several things:

- Click Guard Certification File Generator button to finish removing PSO.
- Click Save Draft button to stop and return to file to finish it later.
- Click Click to Add Guards link to add more guard actions to InfoPath File. This allows you to add, remove, or update information for another guard. This process can be repeated to include multiple guards.

Saving, Finalizing, and Updating XML Files: To save a draft of file you are working on:

1. Click Save Draft button.
2. Default location where form will be saved is location where you installed blank template.
3. Default file name is [GuardCompanyName] YYYYMMDD_NNN.xml where—
 - [GuardCompanyName] is replaced with Company Name
 - YYYYMMDD is replaced with current date
 - NNN is a random three-digit number
4. Click Save button.

A confirmation message displays, notifying where the file is saved on your computer.

IMPORTANT: *Always save a draft of form before clicking Guard Certification File Generator button. Generated guard Certification File is NOT EDITABLE in InfoPath. If edits need to be made, it will be helpful to have draft version to open via InfoPath.*

NOTE: *Creating a draft can be used to save data entry. Here are some ideas:*

- Save a draft version of the form with just company information. You will not have to retype information then creating a new guard record.
- Although you may add information for multiple individual PSOs to a single file, it may be beneficial to prepare and submit a single form for each PSO. Save a draft version of form with company information and PSO information to allow easy updates to information for resubmission rather than retyping it. Click “File” menu and then select “Save As” to create a new version for each submission.

Generate final XML file:

1. Click Guard Certification File Generator button.
2. Default location where form will be saved is location where you installed blank template.
3. Default file name is [GuardCompanyName] YYYYMMDD_NNN.xml where
 - [GuardCompanyName] is replaced with Company Name
 - YYYYMMDD is replaced with current date
 - NNN is a random three-digit number
4. E-mail generated file to FPS Headquarters at FPS-RAMP@dhs.gov.

Submit revisions to files:

Revisions to finalized files can be made by editing the XML. NOTE: Use extreme care.

If you must submit a correction to a rejected file, add REV to file name so the system recognizes file as an update.

Reports of Data:

FPS will provide company-designated central points of coordination with reports of all information stored in RAMP for each PSO:

- Guard Status: Lists all active employees and their employment start date for your company
 - Refer to this report when submitting updates to records to ensure names and social security numbers entered on InfoPath Form is identical to what is in this spreadsheet.
 - Use this report to ensure that all active employees have records in RAMP, their names and social security numbers are correct, and that their employment start dates are accurate.

Exhibit 6 PTS Instructions

[PLACEHOLDER]

Exhibit 7

Medical Questionnaire and Physical Abilities Test Manual

Protective Security Officers (PSO) Medical Examination and Certification Standards

General Background

PSOs provide integrated law enforcement support and security services daily to millions of tenants and visitors at federally owned/leased facilities nationwide. PSOs present a visible deterrent, safeguard and secure government assets, and provide a safe and secure environment for employees and visitors.

Medical Exam Questionnaire and Certification of Standards

Purpose of Medical Exam Questionnaire is to guide physicians in determining a PSO candidate's medical fitness to perform job tasks. This questionnaire contains both specific medical standards and direction as to when additional diagnostic testing may be required. **A licensed physician must review and complete this Questionnaire.** *A licensed physician's determination of a limiting condition will result in a failure to meet required medical standards.* Questionnaire has three sections and two attachments:

- **Section 1:** Critical Tasks Performed by PSOs identifies medical and physical limiting tasks.
- **Section 2:** Medical Exam Questionnaire includes licensed physician's review of specific standards for vision, hearing, cardiovascular fitness, musculoskeletal condition, and general health.
- **Section 3:** Conclusions provides licensed physician an opportunity to communicate their observations and determine a conclusion on candidate's ability to perform job functions.
- **Attachment 1:** PSO Functions and Tasks details minimum set of specific tasks all PSOs are expected to perform.
- **Attachment 2:** Physical Abilities Testing Manual provides detailed instructions for administering submaximal stamina test for PSOs.

Section 1: Critical Tasks

PSOs must have the physical capacity and training to accomplish common and occasional tasks. Checklist below is based on an abbreviated and consolidated list of critical tasks (Attachment 1) that are indicative of demands placed upon PSOs. Critical Tasks are divided into two types:

- **Common Critical Tasks**: Normal, everyday duties.
- **Occasional Critical Tasks**: Occur less frequently, but are critical to successful job performance and public safety.

PSOs may be exposed to a wide variety of environmental conditions including, but not limited to:

- Working outdoors
- Excessive heat
- Excessive cold
- Constant noise
- Slippery or uneven walking surfaces
- Working around moving objects or vehicles
- Shifts lasting eight or more hours while working alone
- Frequent, close contact with members of the public
- Potential threats or security risks, whether physical or verbal
- Construction environment and associated hazard

Common Critical Tasks	
1	Stand post at the entry/exit gates to verify all persons' identification and conduct inquiries and surveillance of items, packages, and people. Check packages, briefcases, containers, or any other items in the possession of people entering or leaving a Federally controlled facility.
2	Operate metal detectors to search visitors for prohibited items. Operate x-ray machine to search deliveries, visitors' packages, equipment, and hand carried articles for prohibited items.
3	Monitor security and fire alarms and closed-circuit television to detect security risks or threats.
4	Conduct vehicle inspection, which may include inspecting under seats, in the trunk, and under the vehicle.
5	Conduct patrols in accordance with routes and schedules contained in post orders. Inspect facilities and perimeters for hazards, mechanical problems, and unsafe conditions and report problems to appropriate authorities. Close and secure open windows, doors, gates, or other access points.
6	Investigate the source of suspicious odors and sounds.
7	Patrol locations in areas which are a potentially hazardous to the public (e.g., construction sites).
8	Observe unique characteristics of an individual for identification purposes. Observe a person's body language to assess attitude and intention.
9	Close off areas to traffic, establish perimeters, and set up barricades to secure incident scenes or facilities.
Occasional Critical Tasks	
1	Locate and review documents and information (e.g., logs, lists). Read memos and other written material to obtain and maintain knowledge. Review maps, floor plans, diagrams, or other information to become familiar with facility and property boundaries.
2	Use defensive tactics to prevent or control movements of individuals.
3	Subdue violent persons with or without assistance. Break up fights. Disarm individuals.
4	Apply handcuffs to individuals who are displaying erratic or violent behavior.
5	Use baton or chemical spray to temporarily incapacitate a violent individual. Participate in training in the use of chemical agents, restraining devices, and batons to be used in emergency situations.
6	Discharge firearm during daylight or in dark or low light environment while using flashlight.
7	Evacuate individuals from dangerous and/or life threatening situations.
8	Administer cardio-pulmonary resuscitation (CPR).
9	Pursue fleeing individual on foot.

Section 2: Medical Exam Questionnaire

Patient's Name: _____

(Printed: Last, First, MI)

VISION																									
QUESTIONS TO DETERMINE ELIGIBILITY			CIRCLE																						
<p>1. Does candidate wear corrective lenses? If yes, in the below chart indicate with a check mark the type of lenses used and which lenses are used most frequently, and identify the prescription strength:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: black; color: white;">Visual Aid</th> <th style="background-color: black; color: white;">Yes</th> <th style="background-color: black; color: white;">Used Most Frequently</th> <th style="background-color: black; color: white;">Prescription Strength</th> </tr> </thead> <tbody> <tr> <td>Glasses</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Soft Contact Lenses</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Hard Contact Lenses</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Gas Permeable Lenses</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Visual Aid	Yes	Used Most Frequently	Prescription Strength	Glasses				Soft Contact Lenses				Hard Contact Lenses				Gas Permeable Lenses				<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> </table>	Yes	No
Visual Aid	Yes	Used Most Frequently	Prescription Strength																						
Glasses																									
Soft Contact Lenses																									
Hard Contact Lenses																									
Gas Permeable Lenses																									
Yes	No																								
2. Does candidate have 20/30 vision while using both eyes?			<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> </table>	Yes	No																				
Yes	No																								
<p>3. Visual Acuity: Identify candidate's visual acuity with and without corrective lenses. If the candidate does not wear corrective lenses insert "NA".</p> <p style="text-align: center;">Normal Acuity: _____ Corrective Acuity: _____</p>																									
4. Is candidate capable, in at least one eye, of reading a minimum of Jaegar Number 2 or equivalent type and size letter at a distance of no less than 12 inches on a standard Jaegar chart?			<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> </table>	Yes	No																				
Yes	No																								
5. Does candidate exhibit normal color vision?			<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> </table>	Yes	No																				
Yes	No																								
6. Does candidate exhibit any visual conditions that may impact their ability to perform critical tasks of a PSO? For example, peripheral vision deficits or night blindness.			<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> </table>	Yes	No																				
Yes	No																								
7. Use this section to explain any limiting factors or why candidate does not meet above requirements for vision.																									

Section 2: Medical Exam Questionnaire

Patient's Name: _____

(Printed: Last, First, MI)

CARDIOVASCULAR SYSTEM

The physician should administer the Physical Ability Test (Attachment 2) or review the results of the hiring agency's administered physical abilities test prior to completing this section.

QUESTIONS TO DETERMINE ELIGIBILITY

1. Identify candidate's aerobic capacity in METs _____ or in VO2 Max _____

Required standard: Minimum nine (9) METs or 31.5 ml/kg/min VO2 Max

2. Identify candidate's resting blood pressure:

mmHg Systolic _____ mmHg Diastolic _____

Required standard: Maximum 180 mmHg systolic, 90 mmHg diastolic.

3. Use this section to explain any limiting factors or why candidate does not meet the above requirements for the cardiovascular system.

Section 2: Medical Exam Questionnaire

Patient's Name: _____

(Printed: Last, First, MI)

Section 2: Medical Exam Questionnaire

Patient's Name: _____

(Printed: Last, First, MI)

GENERAL HEALTH		
QUESTIONS TO DETERMINE ELIGIBILITY	CIRCLE	
Conditions listed below could potentially influence a PSO's performance; these conditions would not solely exclude a candidate from a PSO position, but serve as indicators for further review. <u>Physician's evaluation will determine if a condition limits a candidate's ability to perform tasks (Attachment 1).</u>		
1. Does candidate exhibit a loss of sense of smell, aphonia, or other abnormalities of nose, throat, or ears that may prevent successful task performance?	Yes	No
2. Does candidate exhibit evidence of chronic bronchitis, emphysema (moderate or severe), infectious pulmonary tuberculosis, or other respiratory abnormalities that may prevent successful task performance?	Yes	No
3. Does candidate exhibit evidence of eczema, psoriasis, dermatitis, or other dermatological condition that may prevent successful task performance?	Yes	No
4. Does candidate exhibit evidence of a gastrointestinal issue that may prevent successful task performance? (Candidate may be required to stand or walk continuously for eight (8) hours without regular access to a restroom.)	Yes	No
5. Use this section to explain any limiting factors or why candidate does not meet the above requirements for general health.		

Attachment 1: PSO Functions and Task

PSO Specific Tasks (6 Core Areas/84 total tasks)	
These tasks entail the minimum set of specific tasks all PSOs are expected to perform	
Access Control	
1	Stand post at the entry/exit points to verify all persons' identification and conduct inquiries and surveillance of suspicious items, packages, and people.
2	Ensure individuals do not depart with government material unless they are authorized to do so.
3	Verbally challenge individuals who are approaching restricted areas.
4	Direct individuals who cause a disturbance to leave the property.
5	Operate traffic control points.
6	Close off areas to traffic, establish perimeters, and set up barricades to secure incident scenes or facilities.
7	Control access to incident scenes.
8	Help ensure integrity of a crime scene, maintaining it in its original condition until law enforcement personnel take over.
9	Coordinate the receipt, issuance, and tracking of all keys, key cards, lock combinations, vehicle passes/decals, etc.
10	Identify suspicious persons or vehicles.
Screening	
1	Inspect packages, briefcases, containers, or any other items in the possession of people entering or leaving a federally controlled facility.
2	Operate metal detectors to search visitors for prohibited items.
3	Operate x-ray machine to search deliveries and visitors' packages, equipment, and hand carried articles for prohibited items.
4	Conduct vehicle inspection, which may include inspecting under seats, in the trunk, and under the vehicle.
5	Conduct frisks or pat downs for weapons or other unauthorized items.
Visitor Processing	
1	Verify proper identification of visitors required for issuance of visitor badges.
2	Process visitors.
Patrol and Response	
1	Inspect appropriate countermeasures, including facility critical protection points and classified containers.
2	Inspect facilities for hazards, mechanical problems, and unsafe conditions and report problems to appropriate authorities.
3	Close and secure open windows, doors, gates, or other access points.
4	Manually open and close heavy gates and doors.
5	Conduct patrols in accordance with routes and schedules contained in post orders.
6	Inform dispatcher of present status and changes in conditions.
7	Patrol locations in areas which are potentially hazardous to the public (e.g. construction sites).
8	Inspect the perimeter, property, and buildings for hazards, intruders, and suspicious activities.
9	Observe the environment for suspicious vehicles or persons on or around Federal property.
10	Review maps, floor plans, diagrams, or other information to become familiar with facility and property boundaries.
11	Evacuate individuals from dangerous and/or life threatening situations.
12	Guide and assist First Responders (e.g., with scene management or security).
13	Assess the condition of injured individuals.
14	Perform basic first aid in response to emergencies.
15	Administer cardio-pulmonary resuscitation (CPR).
16	Administer/deploy automatic external defibrillator (AED).
17	Use fire extinguisher to put out a minor fire.
18	Request emergency assistance in response to traffic accidents.
19	Assist in conducting accident and incident scene searches and investigations (e.g., check visitor logs, video) in search of relevant evidence and information to determine the facts of the situation.
20	Follow directions to and respond to emergency and routine calls for service until the situation is resolved or until relieved by a higher authority.

Attachment 1: PSO Functions and Task

21	Investigate the source of suspicious odors and sounds.
22	Pursue fleeing individual.
23	Escort money, valuables, or people to provide security.
24	Escort facility tenants and visitors to and/or from their vehicles after hours.
Control Center Operations	
1	Check radio equipment for proper operation.
2	Monitor security and fire alarms and closed-circuit television to detect security risks, threats, or prohibited items carried by visitors.
3	Dispatch PSOs in response to calls for service, alarms, or emergencies.
Common Tasks	
1	Report potentially threatening situations and violations of law and security procedures.
2	Observe unique characteristics of an individual for identification purposes.
3	Collect information about stolen or missing property or suspicious activities to aid investigations.
4	Take detailed field notes so reports can be completed.
5	Write and/or speak situation reports regarding security related information (e.g., accidents, bomb threats, unlawful acts, characteristics of individuals).
6	Communicate with individuals to establish rapport.
7	Adjust communication to ensure understanding.
8	Provide direction or information to tenants or visitors.
9	Advise persons relative to problems, situations, etc.
10	Encourage people to approach by using effective non-verbal communication (e.g., making eye contact, smiling, greeting a person cordially, and nodding).
11	Communicate with rude or abusive people.
12	Use body language to project control and influence.
13	Use voice commands to project control and direct actions.
14	Explain rules, regulations, and procedures to individuals.
15	Interact with a subject who does not speak English.
16	Interact with a subject who has communication impairment (e.g., is deaf, has a speech impediment).
17	Interact with a subject who has mobility impairment (e.g., is blind, is wheelchair bound).
18	Interact with public, including children.
19	Interview witnesses to obtain description of possible suspects or description of what happened.
20	Advise appropriate personnel of potentially hazardous conditions (e.g., slippery floors).
21	Communicate with first responders.
22	Testify in court regarding criminal activity or other incidents.
23	Report misconduct of other Security Officers.
24	Ensure that all security equipment is activated and operating properly; if not, report to proper authority.
25	Inventory physical objects (e.g., keys, keycards, vehicles, visitor badges) and log accordingly.
26	Locate and review documents and information (e.g., logs, lists).
27	Read memos and other written material to acquire and maintain knowledge.
28	Participate in search for missing child.
29	Activate alarm systems.
30	Provide backup assistance to Law Enforcement Officers and other PSOs.
31	Maintain situational awareness regarding individuals' body language, projected attitudes, and intentions.
32	Care for and maintain firearms.
33	Participate in firearms training.
34	Participate in training in the use of intermediate force weapons to be used in emergency situations.
35	Use intermediate force weapon to temporarily incapacitate a violent individual.
36	Operate firearm to protect self and others.
37	Maintain positive control and retention of firearms and intermediate weapons at all times.
38	Use defensive tactics to prevent or control movements of individuals.
39	Defend against violent combative person(s) to prevent injury to self or others.
40	Physically control individuals displaying disruptive or violent behavior, to include applying handcuffs.

Attachment 2: Physical Abilities Testing Manual

Physical Ability Standard

This Manual provides detailed instructions for administering submaximal stamina test for Protective Security Officers (PSOs). Physical ability standards for PSOs are based on an extensive job analysis and are designed to ensure that candidates will be able to perform assigned tasks.

Aerobic Capacity Test Administration

To insure a candidate possesses adequate aerobic power (stamina), a standardized aerobic capacity test is administered. Aerobic test is a submaximal effort. Maximum oxygen consumption is estimated, rather than measured. **Required standard is 9 METs or VO₂max of 31.5 ml/kg/min.**

Licensed physician or hiring agency may use any of the three methods listed below for administering this test:

1. **Step Test:** Heart rate is monitored while the candidate steps up and down from a bench 10 or 11 inches high and large enough such that a candidate can safely step up and down without risk for six minutes. Stepping rate ranges from 18 to 24 ascents per minute. Heart rate, step rate, and bench height are used to compute the candidate's maximum aerobic power in mL/kg/min (American College of Sports Medicine, 1980; Astrand and Rodahl, 1986).
2. **Stepmill Test:** Heart rate is monitored while the candidate steps on a moving tread with two stepping rates of 18 and 24 ascents per minute. The workload is increased after the first three minutes. Heart rate, step rate, and workload are used to compute the candidate's maximum aerobic power in mL/kg/min (American College of Sports Medicine, 1980; Astrand and Rodahl, 1986).
3. **Treadmill Test:** Heart rate is monitored while the candidate walks/jogs on a motorized treadmill at a known speed and inclination. The workload is increased after the first three minutes by increasing the inclination of the treadmill. Heart rate and treadmill speed and inclination are used to compute the candidate's maximum aerobic power in mL/kg/min (American College of Sports Medicine, 1980; Astrand and Rodahl, 1986).

Attachment 2: Physical Abilities Testing Manual

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Attachment 2: Physical Abilities Testing Manual

Required Equipment:

- Step bench, stepmill, or treadmill
 - Step Bench must be 10 or 11 inches high, at least 36 inches wide and at least 24 inches deep.
 - Stepmill must be designed for commercial use with treads at least 20 inches wide by 60 inches long with a tread height of eight (8) inches.
 - Treadmill must be designed for commercial use, motorized, and capable of differential speed and inclination.
- Heart rate monitor with extra sensor belt
- Stopwatch
- Metronome
- Calculator
- Well-ventilated room with constant comfortable temperature
- Writing utensils
- Telephone or call button to summon emergency medical assistance with emergency number clearly posted for reference

Candidate Requirements:

- Candidates should not eat, smoke, or drink caffeinated beverages at least two hours prior to test
- Candidates should avoid heavy physical exertion at least three hours prior to test
- Candidate should be free of infection, including colds, prior to test

Test Administrator Requirements:

- American Red Cross or American Heart Association certified in cardiopulmonary resuscitation at the basic rescue level
- Familiar with emergency procedures for the facility
- Completely familiar with the required equipment and testing instructions before administering any tests
- Maximum administrator to candidate ratio is one administrator to six candidates

Prior to Administering Test:

- Calculate and record candidate's resting heart rate (RHR) and maximum heart rate
- Determine and record heart rate at which to stop testing
- Read all instructions to candidate

Attachment 2: Physical Abilities Testing Manual

Calculations:

Estimating Resting Heart Rate*		
Age and Health Condition	Male	Female
*If, at rest, the candidate displays a resting heart rate below the estimates listed, use the measured heart rate.		
Under 40, healthy in appearance, not estimated to be overweight, and from questioning, pursues an active lifestyle (work and/or recreation).	70	76
Under 40 and overweight or sedentary lifestyle, OR Over 40, not overweight, and active.	74	80
Over 40 and sedentary.	78	84

Estimating Maximum Heart Rate (HRmax)

Maximal heart rate does not differ substantially between genders, but does decrease with age. Following chart identifies an accurate estimate of HRmax and Heart Rate to Terminate Testing.

Determining Heart Rate at Which to Terminate Testing

A submaximal aerobic capacity test should be stopped if heart rate reaches 85% of candidate's estimated maximum. A table of age and predicted maximum heart rates and level to stop the testing is presented below. Testing without a licensed physician present is considered safe only up to 85% to 90% of maximum heart rate. This value can be determined by the following equation, and should be prominently recorded on a data sheet:

Attachment 2: Physical Abilities Testing Manual

Heart Rate to Terminate Aerobic Capacity Test = 0.85 x Max HR

NOTE: Heart rate to terminate test (HRtt) could be set at even lower levels in instances where there is special concern about a given candidate (i.e., older candidate, or suspected very low fitness). Some facilities may elect to take a generally more conservative approach. To a certain extent, this can be accomplished without loss of accuracy.

Age	HRmax	HRtt		Age	HRmax	HRtt
21	199	169		44	184	156
22	199	169		45	183	156
23	198	168		46	183	155
24	197	168		47	182	155
25	197	167		48	181	154
26	196	167		49	181	153
27	195	166		50	180	153
28	195	165		51	179	152
29	194	165		52	179	152
30	193	164		53	178	151
31	193	164		54	177	151
32	192	163		55	177	150
33	191	163		56	176	149
34	191	162		57	175	149
35	190	161		58	175	148
36	189	161		59	174	148
37	189	160		60	173	147
38	188	160		61	173	147
39	187	159		62	172	146
40	187	159		63	171	146
41	186	158		64	171	145
42	185	157		65+	170	144
43	185	157				

Attachment 2: Physical Abilities Testing Manual

Getting Started:

Attach heart rate monitor electrodes (belted or disposable), to candidate. Make sure heart rate monitor is in good working order and candidate's heartbeat appears as a regular rhythmic cursor on monitor. Read this statement to candidates prior to taking any test:

1. "You will be taking a test which will elevate your heart rate. You must get your physician's clearance before taking this test if you have:
 - Known or suspected heart disease
 - High blood pressure (hypertension)
 - Back problems
 - Chronic obstructive pulmonary disease such as asthma
 - Or if you are taking prescribed medication
2. You should also consider getting your physician's clearance if you:
 - Are in poor physical shape
 - Are over 35, don't exert yourself regularly in occupational or recreational endeavors like hiking, walking, running, etc.
 - Have any concerns about taking this test
3. You must stop taking test if you feel any of the following symptoms:
 - Pain or tightness in chest
 - Dizziness or light-headedness
 - Unusual shortness of breath
 - Any unusual pain
4. Testing procedures simulate demands of PSO position and are no direct reflection on your personal health. Unfortunately, there is a natural tendency to interpret these procedures as a physical examination which makes a definitive statement about a candidate's health. Thus, "failing" these tests can be a source of concern to a candidate. THESE TESTS IN NO WAY SHOULD BE CONSTRUED AS A MEASURE OF YOUR PHYSICAL HEALTH."

During Test:

Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:

- **Monitor** heart rate continuously.
- **Observe** candidate's physical condition.
- Occasionally **ask** candidate, "How are you doing?"
- Keep candidate **informed** on how much time remains during test.

Attachment 2: Physical Abilities Testing Manual

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Attachment 2: Physical Abilities Testing Manual

Step Test

Step bench shall be stable enough where a bench will not move and a candidate can safely step up and down.

The test protocol is as follows:

Level 1: Three minutes at 18 Steps per minute

Level 2: Three minutes at 24 Steps per minute

Test Administration

1. **Read to candidate:** "You will be stepping up and down on this bench for a period of six minutes or until your heart rate reaches 85% of your age predicted maximum, whichever comes first." (Note: *Test Administrator shall provide figures of maximum heart rate and 85% heart rate to candidate.*)
2. **Read to candidate:** "It is important that on going up, you go all the way to where your leg is straight and your body is erect. (Demonstrate action). You may change lead legs, as you desire. (Demonstrate action). Your heart rate will be monitored during the entire test." (Note: *Have each candidate try three to five ascents with metronome audible, to acquire "feel" before starting test.*)
3. After candidate has had a few successful attempts, tell them to stop and stop metronome.
4. **Read to candidate:** "Are you ready?" (Note: *Start metronome at 18 steps per minute (72 beats per minute on metronome).*)
5. **Read to candidate:** "Begin test." (Note: *Start stopwatch as candidate starts their first step.*)
6. Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:
 - a. **Monitor** heart rate continuously.
 - b. **Observe** candidate's physical condition.
 - c. Occasionally **ask** candidate, "How are you doing?"
 - d. Keep candidate **informed** on how much time remains during test.

TERMINATE TEST IF CANDIDATE DOES NOT FEEL HE/SHE CAN COMPLETE SIX MINUTES

Attachment 2: Physical Abilities Testing Manual

TERMINATE TEST IF ANY SYMPTOMS LISTED IN PRECAUTIONS OCCURS

- a. If candidate's heart rate exceeds 85% of age predicted maximum**
- b. Candidate is not physically qualified**
- c. He/she may be over stressed by test**

DO NOT DISCUSS PERFORMANCE OR SCORES

7. Monitor candidate's pace. If candidate is markedly faster or slower than cadence, have him/her adjust accordingly. Take note of candidate's motion; coming to a fully erect position on each ascent; remind candidate if necessary.
8. Starting at two minutes and zero seconds, count number of complete steps taken during next 30 seconds. (i.e. stop counting at two minutes and 30 seconds). This value, multiplied by two, will be the step rate for Stage 1.
9. At two minutes and 45 seconds, tell candidate you are about to increase speed of test.
10. At two minutes and 55 seconds, note and record candidate's heart rate.
11. Increase speed of the metronome to 24 steps per minute (96 beats per minute on metronome).
12. Starting at five minutes and zero seconds, count number of complete steps taken during next 30 seconds (i.e. stop counting at five minutes and 30 seconds). This value, multiplied by two, will be the step rate for Stage 2.
13. At five minutes and 30 seconds, tell candidate: "30 seconds to go."
14. At five minutes and 50 seconds, tell candidate: "10 seconds to go."
15. At five minutes and 55 seconds, candidate should be starting her/his next to last ascent.
16. During ascent, tell candidate, "one more" and pause until he/she is starting last ascent and say: "Stop."
17. Note and record time at which candidate stopped test.
18. Note and record candidate's heart rate when test stopped.
19. It is useful to note time of day so time between tests may be determined.

Attachment 2: Physical Abilities Testing Manual

Scoring the Step Test

If candidate fails to complete at least five minutes of six minute test, score candidate as unqualified for any strenuous jobs. Estimates of METmax would be unreliable in this circumstance.

If candidate completes at least five minutes of six minute test, then predicted aerobic power (aerobic capacity or METmax), may be obtained.

Calculation of aerobic capacity entails using data from final stage of step test. A generalized equation which uses data of a single stage (i.e. the last stage) is as follows:

For hand calculation of METmax using an 11" bench:

$$\text{METmax} = \frac{[\text{HRR}\{0.2917 * \text{Step Rate}\} - 1]}{(\text{FHR} - \text{RHR})} + 1$$

For hand calculation of METmax using a 10" bench:

$$\text{METmax} = \frac{[\text{HRR}\{0.2737 * \text{Step Rate}\} - 1]}{(\text{FHR} - \text{RHR})} + 1$$

Where:

Step Rate = Stepping rate on bench (e.g. 24 steps per minute or 18 steps per minute etc.).

FHR = Final Heart Rate at the end of the stepping period.

RHR = Resting Heart Rate.

HRR = Heart Rate Reserve (Age Predicted HR Max - RHR).

Attachment 2: Physical Abilities Testing Manual

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Attachment 2: Physical Abilities Testing Manual

Stepmill Test

Test protocol is as follows:

Level 1: Three minutes at 4 METs, 18 steps per minute

Level 2: Three minutes at 7 METs, 24 Steps per minute

Test Administration

1. Read to candidate: "You will be stepping up and down on this stepmill for a period of six minutes or until your heart rate reaches 85% of your age predicted maximum, whichever comes first. (Note: *Administrator should provide maximum heart rate and 85% heart rate figures to candidate.*) You can rest your hands on the rail but you cannot exert any pressure or press down on the handrails while stepping. Your heart rate will be monitored during entire test."
2. Have candidate try stepmill for up to one minute or until candidate says he or she feels comfortable and has the feel of stepping in the stepmill before starting test.
3. After they have had a brief period to get acclimated, tell them to stop.
4. Read to candidate: "Are you ready?"
5. Start the stepmill program and verify that it is on Level 1.
6. Read to candidate: "Begin test." (Note: *The timer should start counting from zero.*)
7. Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:
 - a. **Monitor** heart rate continuously.
 - b. **Observe** candidate's physical condition.
 - c. Occasionally **ask** candidate, "How are you doing?"
 - d. Keep candidate **informed** on how much time remains in test.

TERMINATE TEST IF CANDIDATE DOES NOT FEEL HE/SHE CAN COMPLETE SIX MINUTES.

TERMINATE TEST IF ANY SYMPTOMS LISTED IN PRECAUTIONS OCCURS:

- a. **If candidate's heart rate exceeds 85% of age predicted maximum**
- b. **Candidate is not physically qualified**
- c. **He/she may be over stressed by test**

DO NOT DISCUSS PERFORMANCE OR SCORES.

Attachment 2: Physical Abilities Testing Manual

8. At two minutes and 45 seconds, tell candidate that you are about to increase the speed of test.
9. At two minutes and 55 seconds, note and record heart rate.
10. Proceed to Level 2 on stepmill. (Note: *Should be programmed to increase intensity automatically.*)
11. At five minutes and 30 seconds, tell candidate: “30 seconds to go.”
12. At five minutes and 50 seconds, tell candidate: “10 seconds to go.”
13. At five minutes and 55 seconds, candidate should be starting her/his next to last ascent.
14. During ascent, tell candidate, “One more” and pause until he or she is starting last ascent and say: “Stop.”
15. Note and record time at which candidate stopped test.
16. Note and record candidate's heart rate when test is stopped.
17. It is useful to note time of day so time between tests may be determined.

Scoring the Stepmill Test

If candidate fails to complete at least five minutes of six minute test, score candidate as unqualified for any strenuous jobs. Estimates of METmax would be unreliable in this circumstance.

If candidate completes at least five minutes of six minute test, then predicted aerobic power (aerobic capacity or METmax) may be obtained.

Calculation of aerobic capacity entails using data from final stage of the Stepmill Test. A generalized equation which uses the data of a single stage (i.e. last stage in which the exercise intensity level was 7 METs) is as follows:

$$\text{METmax} = [\text{HRR} * 7 - 1] / (\text{FHR} - \text{RHR}) + 1$$

Seven (7) = METs during Level Two (2) or second stage of test

FHR = Final Heart Rate at the end of the stepping period

RHR = Resting Heart Rate

HRR = Heart Rate Reserve (Age Predicted HR Max - RHR)

Attachment 2: Physical Abilities Testing Manual

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Treadmill Test

Test protocol is as follows:

Level 1: Three minutes at three miles per hour, 2.0% incline

Level 2: Three minutes at three miles per hour, 7.0% incline

Test Administration

1. Read to candidate: "You will be walking on a treadmill for a period of six minutes or until your heart rate reaches 85% of your age predicted maximum, whichever comes first (Note: *Administrator should provide the maximum heart rate and 85% heart rate figures to the candidate*). It is important you maintain a comfortable gait. Your heart rate will be monitored during entire test."
2. Have candidate try walking on treadmill for up to one (1) minute or until candidate says he or she feels comfortable and has the feel of stepping in treadmill before starting test.
3. After they have had a brief period to get acclimated, tell them to stop.
4. Read to candidate: "Are you ready?"
5. Start treadmill program and verify it is on Level 1.
6. Read to candidate: "Begin test." (Note: The *timer should start counting from zero.*)
7. Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:
 - a. **Monitor** heart rate continuously.
 - b. **Observe** candidate's physical condition.
 - c. Occasionally **ask** candidate, "How are you doing?"
 - d. Keep candidate **informed** on how much time remains in test.

TERMINATE TEST IF CANDIDATE DOES NOT FEEL HE/SHE CAN COMPLETE SIX MINUTES.

TERMINATE TEST IF ANY SYMPTOMS LISTED IN PRECAUTIONS OCCURS:

- **If heart rate exceeds 85% of age predicted maximum**
- **Candidate is not physically qualified**
- **He/she may be over stressed by the test**

DO NOT DISCUSS PERFORMANCE OR SCORES.

8. Monitor pace and placement on treadmill. If candidate begins to move to back of treadmill, have him or her speed up and move to front.
9. At two minutes 45 seconds, tell candidate that you are about to increase incline of treadmill.
10. At two minutes and 45 seconds, note and record heart rate.
11. Proceed to Level 2 on treadmill. (Note: *Should be programmed to increase intensity automatically.*)
12. At five minutes and 30 seconds, tell candidate: “30 seconds to go.”
13. At five minutes and 50 seconds, tell candidate: “10 seconds to go.”
14. At five minutes and 55 seconds, tell candidate: “Five (5) seconds to go.”
15. At six minutes, say: “Stop.”
16. Note and record time at which candidate stopped test.
17. Note and record candidate's heart rate when test is stopped.
18. It is useful to note time of day so time between tests may be determined.

Scoring the Treadmill Test

If candidate fails to complete at least five minutes of six minute test, score candidate as unqualified for any strenuous jobs. Estimates of METmax would be unreliable in this circumstance.

If candidate completes at least five minutes of six minute test, then predicted aerobic power (aerobic capacity or METmax) may be obtained.

Calculation of aerobic capacity entails using data from final stage of treadmill test. A generalized equation which uses data of a single stage (i.e., the last stage) is as follows:

$$\text{METmax} = \frac{\text{HRR} [(\text{MET Cost of Stage}) - 1] + 1}{\text{FHR} - \text{RHR}}$$

$$\text{MET Cost of Stage} = [22.86 \times (0.1 + 1.8 \times G)] + 1 \text{ @ } 3 \text{ mph}$$

G = % grade as a decimal fraction (e.g., 7.5% = 0.075)

Note: For the recommended Treadmill Test the energy cost values are as follows:

Exhibit 8A

Contractor-Provided Uniform Items

1. Facility: All PSOs (CMS Complex)

2. Uniforms: Contractor Uniform Items

Contractor shall furnish uniform clothing items, as indicated below, to PSOs performing on Contract. Badges, patches, and other approved devices worn on uniforms shall carry distinctive company markings and in compliance with applicable state and local laws.

Note: Regional Directors, or designee, may authorize adjustments to uniform clothing items to account for varying climate zones.

3. Uniform Requirements:

Uniform Components	Description	Color	Qty
Body Armor	Minimum NIJ Level IIA with Concealed Carrier	Black	1
Boots	Pair, Quarter	Black	1
Cap	Baseball Style	Black	1
Cap	Faux Fur Trooper Style	Black	1
Double Magazine Case or Speed Loader Case	Nylon, Compatible with Specified Weapon	Black	1
Duty Belt "Keepers"	Nylon	Black	4
Expandable or Straight Police Baton	With Holder	Black	1
Glove and Microshield Pouch	Nylon, Slide on Belt Type, Holds Set of Single Use Disposable Gloves and One (1) Single Use Disposable Microshield	Black	1
Gloves	Winter, Pair	Black	1
Handcuff Case	Nylon	Black	1
Handcuffs and Keys	Meets NIJ 0307.01		1
Jacket	Winter, Patrol Type	Black	1
Jacket	Nylon Windbreaker	Black	1
Key Strap with Flap	Nylon	Black	1
Level II Firearm Retention Holster	Nylon, Slide on Belt Type with Hammer Safety Strap (Left/Right as Required)	Black	1
Microshield	Single Use, Disposable		1
Nameplate	2-1/2" x 5/8" Metal Plate with Rounded Edges and 1/4" Lettering Identifying First Initial and Last Name	Gold Metal with Black Lettering	2

Uniform Components	Description	Color	Qty
Necktie	Clip-on	Black	2
Oleoresin Capsicum (OC) or Combination OC- CS Orthochlorobenzaimalononitril e Canister	2.0 ounce Non-Flammable Flip Top Safety Canister with Fog/Cone, Stream, or Foam Spray Pattern		1
Oleoresin Capsicum (OC) case	Nylon, Slide on Belt Type	Black	1
Pistol belt	Nylon without Shoulder Strap	Black	1
Shirt, long sleeve	Insignia, Shoulder Patch	Light Gray	4
Shirt, short sleeve	Insignia, Shoulder Patch	Light Gray	4
Trouser	All Season Weight	Black	2
Whistle	With Chain Attachment		1
Flashlight w/holder	2-D Cell		1

Exhibit 8B

Contractor-Provided Supplementary Equipment

1. Facility:

2. Supplementary Equipment: Contractor Equipment Items

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

3. Supplementary Equipment Requirements:

Equipment Item	Description/Color	Qty
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Exhibit 8C

Contractor-Provided Firearms and Ammunition

Contractor will provide PSOs, including part-time and reserve PSOs, with their own pistol. Select firearm that will be used:

Specifications

<input type="checkbox"/> .38 Special	<input type="checkbox"/> .40 S/W
<input checked="" type="checkbox"/> 9mm	<input type="checkbox"/> .357 SIG

1. Caliber 9mm

The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more than 30 oz. excluding the magazine. The caliber authorized is 9MM and not any larger. The magazines (three for each pistol) shall hold a minimum of 10 rounds and not more than 17. The pistol must be able to be fired without a magazine inserted into the weapon. The magazine must fall free (unloaded) when the magazine catch is activated. The double action only trigger pull must not weigh more than 12 pounds and not less than 5 pounds. The pistol may be either a traditional double action only or a striker fired design.

The pistol shall have a dark corrosive resistant finish and must be must be capable of being fired without the manipulation of an external safety or cocking lever. Passively operated grip or trigger safeties are acceptable. The normal function of the pistol shall be double action only. The pistol must be operable by a right or left-handed user. The use of a polymer-framed pistol is acceptable. There is not a requirement for an all-metal firearm.

All safeties must be internal or passive. An inertial interlocked firing pin will be the primary safety to positively prevent movement of the firing pin unless the trigger is pulled completely through its entire length of travel.

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

The following pistols are recommended:

- Smith & Wesson M&P 9 MM; 5900 Series in DAO 9MM
- Glock 17 & 19 9MM
- SIGARMS Sigpro 9MM; P226 and P228 in 9MM DAO
- Steyr M Series 9MM
- Springfield Armory XD in 9MM

Ammunition type is authorized: 110- 147 grain Jacketed Hollow Points. (If local statutes permit)

Recommended Brands: Federal, Speer, Winchester, Remington

2. Caliber .38 SPECIAL

The overall size shall not exceed 10.5" long, 5.5" high, and 1.55" wide and weigh no more than 42 oz. or less than 35 oz empty with a 4 inch non-ported, semi or fully shrouded (lugged) barrel. The pistol may be capable of firing either 38 Special +P or .357 Magnum cartridges although the duty caliber authorized is .38 Special +P. The cylinder shall hold 6 rounds and be opened with the manipulation of just one release. The double action trigger pull must not weigh more than 12 pounds and not less than 5 pounds.

The pistol shall have a blued or stainless steel finish and must be capable of being fired without the manipulation of an external safety. The normal function of the pistol shall be double action with the capability of being fired in a single action mode. The pistol must be operable by a right or left-handed user. With the exception of grips and small internal parts, it shall be an all-metal firearm.

All safeties must be internal and passive. A transfer bar type mechanism will be the primary safety to positively prevent contact between the hammer and firing pin or hammer and cartridge primer unless the trigger is pulled completely through its entire length of travel.

The sights must be fixed front and fixed, drift or fully adjustable rear.

The following pistols are recommended:

- Smith & Wesson Model 686 K or L frame
- Taurus Model 82 or 65
- Ruger GP 100 Series

Ammunition type authorized: 110 – 135 grain +P rated Jacketed Hollow Point. **(If local statutes permit)**

Recommended Brands: Federal, Speer, Winchester, Remington

3. Caliber .40 S&W

The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more than 30 oz. excluding the magazine. The caliber authorized is .40 S&W and not any larger. The magazines (three for each pistol) shall hold a minimum of 10 rounds and not more than 15. The pistol must be able to be fired without a magazine inserted into the weapon. The magazine must fall free (unloaded) when the magazine catch is activated. The double action only trigger pull must not weigh more than 12 pounds and not less than 5 pounds. The pistol may be either a traditional double action only or a striker fired design.

The pistol shall have a dark corrosive resistant finish and must be capable of being fired without the manipulation of an external safety or cocking lever. Passively operated grip or trigger safeties are acceptable. The normal function of the pistol shall be double action only. The pistol must be operable by a right or left-handed user. The use of a polymer-framed pistol is acceptable. There is not a requirement for an all-metal firearm.

All safeties must be internal or passive. An inertial interlocked firing pin will be the primary safety to positively prevent movement of the firing pin unless the trigger is pulled completely through its entire length of travel.

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

The following pistols are recommended:

- Smith & Wesson M&P .40 Cal.
- Glock 22 & 23 .40 Cal.
- SIGARMS Sigpro .40 Cal.; P226 and P229
- Steyr M Series .40 Cal.
- Springfield Armory XD in .40 Cal.
- H&K USP (Variant 7 DAO) .40 Cal.

Ammunition type authorized: 155-180 grain Jacketed Hollow Point

Recommended Brands: Federal, Speer, Winchester, Remington

Exhibit 8D

Contractor-Provided Personal Protective Equipment

1. Facility: All facilities covered by this BPA/Contract

2. Personal Protective Equipment: Contractor Equipment Items

Contractor shall maintain a stock of the following personal protective equipment items for each officer, post, and location covered by this contract in quantities sufficient to furnish all productive and supervisory security officers performing on Contract with equipment for a two-week period. Contractor shall maintain all equipment in a ready and usable condition and replenish stock as necessary to ensure a two-week supply is available at all times.

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY
Eyewear	Blood and Air Borne Protection	*
Gloves	Medical Examination Gloves	*
Hand Sanitizer	Alcohol-Based	*
N95 Mask	Filtering Face Piece Respirator	*
Microshield	Single Use, Disposable	*

* As appropriate to supply each security officer this equipment for at least two weeks in performance of their duties. Contractor shall replace disposable continuous wear items such as masks and gloves over course of a PSO's shift as recommended by manufacturer to ensure maximum effectiveness of the item.

Exhibit 8E

Contractor-Provided Communication Equipment

1. Facilities:

- 2. Equipment:** The Contractor shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios/cellular phones and described associated equipment/ to equip each security officer on post a method to communicate with FPS and the Post Tracking System.

Type of Equipment	Qty
Radio, portable, handy-talkie, four (4) watts, with Helifex antenna	
Charger, rapid rate, with legs	
Charger, rapid rate, slim-line, desktop	
Battery, rapid rate nickel-cadmium	
Standard carrying case, slim-line size	
Base Station	
Cellular telephone	
Cellular telephone charger	
Cellular telephone holder	

- 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 COTR 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 officer, supervisory personnel and the Contractor's base station.

The cellular phones must have a telephone number with the local area code of the location of the post. The cellular phone will have the capability to receive and make calls without restrictions for having the capability for two-way communications between FPS, the Contractor, and the security officer personnel assigned to this Contract.

- 5.** The Contractor will provide a listing of radio(s) and associated equipment used on this Contract to the COTR prior to standing post. The Contractor will provide a listing of cellular telephone numbers and the associated posts used on this Contract to the COTR prior to standing post.

Exhibit 8F Contractor-Provided Vehicles

1. Facility: CMS Complex

2. Equipment: **Contractor Vehicle(s)**

The Contractor shall furnish a vehicle or vehicles, as indicated below, for patrol at the facility, 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. The vehicle(s) shall be available at all times during the life of the contract. The Contractor shall immediately replace a vehicle if the Contractor must remove it 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 have the following equipment:

- Rotational emergency roof light in compliance with applicable state and local laws
- One (1) 10 – 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers
- One (1) conventional, universal first aid kit that contains an Airway pack, Cling bandages, and a minimum of two bite sticks

3. Vehicle Requirements:

Vehicle Type (Sedan/Truck/Segway/Bicycle etc)	Est. use miles/hours per day	Vehicle Type (Sedan/Truck/Segway/Bicycle etc)	Est. use miles/hours per day
1 - white (7 days per week)	105	Sedan (for main & outline bldgs)	
1 - white (5 days per week)	15	Sedan (for main campus)	
1 - white (7 days per week)	50	Sedan (for main campus)	
1- white (7 days per week)	50	Sedan (for MD1094ZZ)	
1- white (7 days per week)	50	Sedan (for MD1095ZZ)	

Exhibit 9C

Government-Provided Personal Protective Equipment

1. Facility: N/A

2. Personal Protective Equipment: Government Provided Equipment Items

The Government may furnish the following personal protective equipment items for each security officer, post, or location as indicated to all productive and supervisor security officers 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
Eyewear	Blood and Air Borne Protection	
Gloves	Medical Examination Gloves	
Hand Sanitizer	Alcohol-Based	
N95 Mask	Filtering Face Piece Respirator	
Microshield	Single Use, Disposable	

Exhibit 9E

Government-Provided Property HSPD-12 Personal Identity Verification (PIV) Card Employee Application Process

A. Application.

1. Contractor shall provide employee forms listed below after employee receives favorable suitability determination from FPS; employee shall complete each form and return to Contractor.

- a. DHS Form 1100-14, Identification Access Control Card Request (Exhibit 2I)
- b. DHS Form 11000-27, Federal Emergency Response Official Designation Request (Exhibit 2J)

2. Contractor shall review forms identified in 1 (a) and (b) for completeness, then provide to COTR.

B. Sponsorship.

1. COTR will review forms for completeness, once verified, forward forms to HSPD-12 Program Office.

2. COTR will notify designated contractor representative regarding employee's sponsorship determination and provide information for enrollment. (See example below section C. 5)

C. Enrollment.

1. Government will notify Contractor of specific dates/times available for enrollment. Contractor shall schedule its employee(s) within those dates/times and ensure employee reports to enrollment station at scheduled time.

2. Employee must bring two valid forms of identification. Acceptable forms of identification can be found in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. (Exhibit 9F). At least one form of identification must be a Federal or State government issued photo identification.

3. If employee does not present acceptable forms of identification, appointment will be cancelled. Designated contractor representative is responsible for notifying COTR of cancelled appointment and re-scheduling appointment.

4. After enrollment process is complete, PIV card will be issued and activated. To activate PIV card, employee will be fingerprinted and required to provide a 6 to 8 numeric Personal Identification Number (PIN). PIN should be created to mitigate unauthorized use of PIV card.

5. Estimated Processing Time: 20 min/per person

Address*	Operating Days*	Hours*	Point of Contact
7500 Security Blvd, Woodlawn, MD (CMS Complex), M-F, 6AM-6PM, Contracting Officer Representative Louis Mount is			

(b)(6)

Exhibit 9F

FORM I-9: Lists of Acceptable Documents

LISTS OF ACCEPTABLE DOCUMENTS		
All documents must be unexpired		
LIST A	LIST B	LIST C
Documents that Establish Both Identity and Employment Authorization	Documents that Establish Identity	Documents that Establish Employment Authorization
	OR	AND
<p>1. U.S. Passport or U.S. Passport Card</p>	<p>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</p>	<p>1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States</p>
<p>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</p>	<p>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</p>	<p>2. Certification of Birth Abroad issued by the Department of State (Form FS-545)</p>
<p>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</p>	<p>3. School ID card with a photograph</p>	<p>3. Certification of Report of Birth issued by the Department of State (Form DS-1350)</p>
<p>4. Employment Authorization Document that contains a photograph (Form I-766)</p>	<p>4. Voter's registration card</p>	<p>4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</p>
<p>5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form</p>	<p>5. U.S. Military card or draft record</p>	<p>5. Native American tribal document</p>
<p>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</p>	<p>6. Military dependent's ID card</p>	<p>6. U.S. Citizen ID Card (Form I-197)</p>
	<p>7. U.S. Coast Guard Merchant Mariner Card</p>	<p>7. Identification Card for Use of Resident Citizen in the United States (Form I-179)</p>
	<p>8. Native American tribal document</p>	<p>8. Employment authorization document issued by the Department of Homeland Security</p>
	<p>9. Driver's license issued by a Canadian government authority</p>	
	<p>For persons under age 18 who are unable to present a document listed above:</p>	
	<p>10. School record or report card</p>	
	<p>11. Clinic, doctor, or hospital record</p>	
	<p>12. Day-care or nursery school record</p>	

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

Exhibit 10

Federal Management Regulations

Subpart C, Conduct on Federal Property

(41 CFR 102-74)

Subpart C—Conduct on Federal Property

Applicability

§102-74.365—To whom does this subpart apply?

The rules in this subpart apply to all property under the authority of GSA and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations. Federal agencies must post the notice in the Appendix to this part at each public entrance to each Federal facility.

Inspection

§102-74.370—What items are subject to inspection by Federal agencies?

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

Admission to Property

§102-74.375—What is the policy on admitting persons to Government property?

Federal agencies must—

(a) Except as otherwise permitted, close property to the public during other than normal working hours. In those instances where a Federal agency has approved the after-normal-working-hours use of buildings or portions thereof for activities authorized by [subpart D](#) of this part, Federal agencies must not close the property (or affected portions thereof) to the public;

(b) Close property to the public during working hours only when situations require this action to provide for the orderly conduct of Government business. The designated official under the Occupant Emergency Program may make such decision only after consultation with the buildings manager and the highest ranking representative of the law enforcement organization responsible for protection of the property or

the area. The designated official is defined in [102-71.20](#) of this chapter as the highest ranking official of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials; and

(c) When property or a portion thereof is closed to the public, restrict admission to the property, or the affected portion, to authorized persons who must register upon entry to the property and must, when requested, display Government or other identifying credentials to Federal police officers or other authorized individuals when entering, leaving or while on the property. Failure to comply with any of the applicable provisions is a violation of these regulations.

Preservation of Property

§102-74.380—What is the policy concerning the preservation of property?

All persons entering in or on Federal property are prohibited from—

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

Conformity With Signs and Directions

§102-74.385—What is the policy concerning conformity with official signs and directions?

Persons in and on property must at all times comply with official signs of a prohibitory, regulatory or directory nature and with the lawful direction of Federal police officers and other authorized individuals.

Disturbances

§102-74.390—What is the policy concerning disturbances?

All persons entering in or on Federal property are prohibited from loitering, exhibiting disorderly conduct or exhibiting other conduct on property that—

- (a) Creates loud or unusual noise or a nuisance;
- (b) Unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots;

- (c) Otherwise impedes or disrupts the performance of official duties by Government employees; or
- (d) Prevents the general public from obtaining the administrative services provided on the property in a timely manner.

Gambling

§102-74.395—What is the policy concerning gambling?

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

- (1) Participating in games for money or other personal property;
- (2) Operating gambling devices;
- (3) Conducting a lottery or pool; or
- (4) Selling or purchasing numbers tickets.

(b) This provision is not intended to prohibit prize drawings for personal property at otherwise permitted functions on Federal property, provided that the game or drawing does not constitute gambling per se. Gambling per se means a game of chance where the participant risks something of value for the chance to gain or win a prize.

Narcotics and Other Drugs

§102-74.400—What is the policy concerning the possession and use of narcotics and other drugs?

Except in cases where the drug is being used as prescribed for a patient by a licensed physician, all persons entering in or on Federal property are prohibited from—

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

Alcoholic Beverages

§102-74.405—What is the policy concerning the use of alcoholic beverages?

Except where the head of the responsible agency or his or her designee has granted an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal

property are prohibited from being under the influence or using alcoholic beverages. The head of the responsible agency or his or her designee must provide a copy of all exemptions granted to the buildings manager and the highest ranking representative of the law enforcement organization, or other authorized officials, responsible for the security of the property.

Soliciting, Vending and Debt Collection

§102-74.410—What is the policy concerning soliciting, vending and debt collection?

All persons entering in or on Federal property are prohibited from soliciting alms (including money and non-monetary items) or commercial or political donations, vending merchandise of all kinds, displaying or distributing commercial advertising, or collecting private debts, except for—

(a) National or local drives for funds for welfare, health or other purposes as authorized by 5 CFR part 950, entitled “Solicitation Of Federal Civilian And Uniformed Service Personnel For Contributions To Private Voluntary Organizations,” and sponsored or approved by the occupant agencies;

(b) Concessions or personal notices posted by employees on authorized bulletin boards;

(c) Solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Pub. L. 95-454);

(d) Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under 40 U.S.C. 581(h). Public areas of GSA-controlled property may be used for other activities in accordance with [subpart D](#) of this part;

(e) Collection of non-monetary items that are sponsored or approved by the occupant agencies; and

(f) Commercial activities sponsored by recognized Federal employee associations and on-site child care centers.

Posting and Distributing Materials

§102-74.415—What is the policy for posting and distributing materials?

All persons entering in or on Federal property are prohibited from—

(a) Distributing free samples of tobacco products in or around Federal buildings, as mandated by Section 636 of Public Law 104-52;

(b) Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in [102-74.410](#), or when these displays are conducted as part of authorized Government activities; and

(c) Distributing materials, such as pamphlets, handbills or flyers, unless conducted as part of authorized Government activities. This prohibition does not apply to public areas of the property as defined in [102-71.20](#) of this chapter. However, any person or organization proposing to distribute materials in a public area under this section must first obtain a permit from the building manager as specified in [subpart D](#) of this part. Any such person or organization must distribute materials only in

accordance with the provisions of [subpart D](#) of this part. Failure to comply with those provisions is a violation of these regulations.

Photographs for News, Advertising or Commercial Purposes

§102-74.420—What is the policy concerning photographs for news, advertising or commercial purposes?

Except where security regulations, rules, orders, or directives apply or a Federal court order or rule prohibits it, persons entering in or on Federal property may take photographs of—

(a) Space occupied by a tenant agency for non-commercial purposes only with the permission of the occupying agency concerned;

(b) Space occupied by a tenant agency for commercial purposes only with written permission of an authorized official of the occupying agency concerned; and

(c) Building entrances, lobbies, foyers, corridors, or auditoriums for news purposes.

Dogs and Other Animals

§102-74.425—What is the policy concerning dogs and other animals on Federal property?

No person may bring dogs or other animals on Federal property for other than official purposes. However, a disabled person may bring a seeing-eye dog, a guide dog, or other animal assisting or being trained to assist that individual.

Breastfeeding

§102-74.426—May a woman breastfeed her child in a Federal building or on Federal property?

Yes. Public Law 108-199, Section 629, Division F, Title VI (January 23, 2004), provides that a woman may breastfeed her child at any location in a Federal building or on Federal property, if the woman and her child are otherwise authorized to be present at the location.

Vehicular and Pedestrian Traffic

§102-74.430—What is the policy concerning vehicular and pedestrian traffic on Federal property?

All vehicle drivers entering or while on Federal property—

(a) Must drive in a careful and safe manner at all times;

(b) Must comply with the signals and directions of Federal police officers or other authorized individuals;

(c) Must comply with all posted traffic signs;

(d) Must comply with any additional posted traffic directives approved by the GSA Regional Administrator, which will have the same force and effect as these regulations;

(e) Are prohibited from blocking entrances, driveways, walks, loading platforms, or fire hydrants; and

(f) Are prohibited from parking on Federal property without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, are subject to removal at the owner's risk and expense. Federal agencies may take as proof that a motor vehicle was parked in violation of these regulations or directives as prima facie evidence that the registered owner was responsible for the violation.

Explosives

§102-74.435—What is the policy concerning explosives on Federal property?

No person entering or while on Federal property may carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed, except for official purposes.

Weapons

§102-74.440—What is the policy concerning weapons on Federal property?

Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by 18 U.S.C. 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

Nondiscrimination

§102-74.445—What is the policy concerning discrimination on Federal property?

Federal agencies must not discriminate by segregation or otherwise against any person or persons because of race, creed, religion, age, sex, color, disability, or national origin in furnishing or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on the property.

Penalties

§102-74.450—What are the penalties for violating any rule or regulation in this subpart?

A person found guilty of violating any rule or regulation in this subpart while on any property under the charge and control of GSA shall be fined under title 18 of the United States Code, imprisoned for not more than 30 days, or both.

Impact on Other Laws or Regulations

§102-74.455—What impact do the rules and regulations in this subpart have on other laws or regulations?

No rule or regulation in this subpart may be construed to nullify any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated (40 U.S.C. 121 (c)).

CONTRACT CLAUSES

FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Alt. I) (FEB 2012)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

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

(e) *Definitions.* (1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR [Subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) Invoice.

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

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

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

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

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

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

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

(i) *Payments.* (1) *Services accepted.* Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR [2.101](#), the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs*. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'."]*

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract

will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice

payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *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.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that reasonably could have been avoided.

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

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

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

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

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

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

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

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

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the

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

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

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

Addendum to FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Alt. I) (FEB 2012).

FAR 52.212-4, Paragraph (d) *Disputes*: Notwithstanding the claim period stated in FAR 52.233-1, Disputes, and pursuant to FAR 33.206, Initiation of a Claim, the contractor

agrees to submit any claim related to this contract [or “order”] within 12 months after accrual of the claim.

FAR 52.212-4, Paragraph (i) Services Accepted, sub-paragraph (ii) Materials: This contract is designated as a labor-hour type contract and includes a line item(s) that has been designated as a labor-hour contract type item. No materials are included in this procurement action and no amount will be paid for materials under this contract/order/task order. The terms of this subparagraph governing reimbursement for materials furnished is considered self-deleting.

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS —COMMERCIAL ITEMS (Alternate I) (FEB 2012)

01. DESCRIPTION OF SERVICES

The Contractor shall furnish professional security services, defined in the statement of work and contract exhibits, as Protective Security Officer (PSO) and related services, at federally owned, leased or occupied facilities protected by the Federal Protective Service at various locations primarily located in but not limited to the Center for Medicaid Services in Woodlawn, MD. 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 statement of work contained herein.

02. CONTRACT TYPE

Services shall be furnished via Labor Hour Contract with fixed hourly rates. Resultant task orders under this contract will be Labor Hour type.

03. MAXIMUM QUANTITIES

The contract maximum is the total awarded price, inclusive of all optional ordering periods (to include the 6 month option available under FAR 52.217-8). The contract maximum is considered to be the “ceiling” price.

The Schedule of Supplies/Services and Prices (i.e. the Schedule) sets forth the maximum quantity of hours that the Government may order per each stated ordering period. The maximum quantities set forth in the Schedule are based upon the current, known service requirement with adjustments to provide for maximum ordering flexibility. The current, known service requirements are set forth in the attached Post Coverage Exhibits and are provided for informational purposes only. The Government reserves the right to order up to the maximum quantities set forth in the Schedule regardless of the contents of the Post Coverage Exhibits attached to this contract to address unforeseen requirements such as the addition of new posts/buildings/location and/or expansion of duty hours at existing posts.

Each task order issued under this contract will be issued for the actual known service requirements at that time, will be accompanied by a Post Coverage Exhibit and will set forth a ceiling price in the task order Schedule which will be subject to the labor hour provisions found at FAR 52.212-4 (Alternate 1). Contractors will be paid only for services ordered and performed at the established hourly rates as contained in the task orders. The Government has the unilateral right to add, decrease, cancel, or modify services stated in each task order issued at the established unit prices, as long as the change is within the scope of the contract and the associated task order. The cumulative

total of all orders issued under the contract shall not exceed the contract maximum price and/or maximum quantities unless and until the Contracting Officer notifies the contractor in writing that the contract maximum price has been increased and specifies in the notice a revised maximum price that shall constitute the maximum price for performance under this contract.

04. PRICES

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

1. The minimum wage rates and fringe benefits applicable to the contract are outlined in the Department of Labor (DOL) prevailing wage determinations and/or Collective Bargaining Agreement (CBA) incorporated into the contract.

2. The applicable job classification under a DOL prevailing wage determination is Guard II. In the case of a CBA wage determination, the applicable job classification may be specified under a different title. In either case, the applicable job classification reflects the minimum wage rates and fringe benefits that the Contractor must pay to all employees working under the contract.

3. The attached Collective Bargaining Agreement (CBA) is herewith incorporated into the contract and only those provisions recognized as allowable wages or fringe benefits under the terms of the Service Contract Acts, as incorporated into the contract under FAR Clause 52.222-43, will be subject to adjustment when applicable. Incorporation of the CBA does not authorize price adjustment of all economic terms established in the CBA and is limited only to allowable wages and fringe benefits under the Service Contract Act.

B. Contingency Pricing

1. Contractors shall 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)(Sept. 2009).

2. In addition to increases to wages and fringe benefits prescribed by a revised wage determination, including bona fide fringe benefits specifically called out in a collective bargaining agreement, FPS may consider increases to other direct costs brought about by the contractor's cost of compliance with the terms of a revised wage determination (e.g. state gross receipts tax). Any price adjustment request associated with such other direct cost(s) must be supported by documentation demonstrating that a contingency covering an increase to the subject cost(s) was not included in the contractor's price proposal accepted by the Government at time of award.

3. For cost/price factors that are subject to variation, but are not subject to adjustment under the provisions above, contractors may factor in contingency allowances.

Note: Increases to Supervisor wages and benefits are not subject to contract price adjustment in the subsequent ordering periods under FAR 52.222-43(d), unless the Supervisory position is expressly covered under a Collective Bargaining Agreement or DOL Wage Determination. For Supervisory positions that are not subject to contract adjustment under FAR 52.222-43(d), the contractor is permitted to include a reasonable escalation in subsequent option periods based on the labor market in the geographical area that the effort will be performed.

C. Definitions

1. **Basic Services** – Basic services are the permanent ongoing services specifically included in the task order(s) at time of award or added through modification up to any established maximums identified in the contract. The Government shall order these services using the Basic Services Rates specified in the Schedule of Supplies/Services and Prices.

2. **Temporary Additional Services** - During the term of the contract, the Government may have requirements for temporary additional services (TAS) beyond the basic services requirements. TAS are the short term, non-recurring needs for service such as an increase in hours to an existing or subsequently added post to include the weekend where a public demonstration is taking place over the weekend, addition of posts to provide for increased security for special events or high profile visitors to the building, extension of existing post hours in a building to cover seasonal fluctuations (such as at an IRS building during tax season),etc. Should a continuing need for additional service arise, a contract modification will be issued by the government to provide for those services as permanent post locations.

Due to the nature of TAS the Contractor may be required to perform these services with little advance notice. If the Government provides the contractor with more than 72 hours notification to perform TAS, the Government shall issue an order using the basic services rates specified in the Schedule of Supplies/Services and Prices. If the Government provides the contractor with less than 72 hours notification to perform TAS, the Government shall issue an order using the TAS rates specified in the Schedule of Supplies/Services and Prices. If the period of performance for the TAS is expected to exceed 72 hours and the Government provides the contractor with less than 72 hours notification to perform these services, the first 72 hours of performance shall be ordered at the TAS rate specified in the Schedule of Supplies/Services and Prices. Any hours performed after the initial 72 hour period shall be ordered at the Basic Services rate specified in the Schedule of Supplies/Services and Prices.

In the event anyone other than the Contracting Office or FPS COR contacts the Contractor to request TAS under this contract, the Contractor shall not proceed with the

request but shall notify the FPS COR and Contracting Officer immediately. Contractors who perform services without proper authorization from the Contracting Officer or FPS COR shall not be reimbursed for such services.

3. Emergency Security Services - The Contractor shall furnish fully qualified PSOs, management, supervision, equipment, supplies and any other cost for sustained emergency surge security force services. Deployments may be to large and small-scale events such as natural disasters, civil disturbances, or other unanticipated events on an as-needed basis. The requirements under the “ESS ” Contract Line Item Number (CLIN) shall be ordered for anywhere in the geographic area covered under this contract with little, if any, advance notice. The hourly rate for emergency PSO services shall be inclusive of all costs (including, but not limited to, travel costs, per diem, lodging, mileage, and vehicles) directly related to or incidental to providing service at locations the Government will specify when ordered. There will be no “phase-in” period for these requirements. The contractor shall have sufficient, fully qualified staff to meet all requirements ordered under the ESS CLIN at any time. (NOTE: It is possible that the government may order all estimated hours in a single emergency event. The contractor may use reserve forces to fulfill ESS requirements, however, the use of reserve forces to meet ESS requirements will not relieve the contractor of the requirement to maintain a sufficient reserve force to provide all services under the contract to include ongoing Basic Services and TAS requirements.) The requirements ordered under the emergency force service CLIN(s) will be for no more than 120 days of service. Thereafter, provided the Government notifies the Contractor within 30 days before the expiration of the emergency force service task order, any continuing long-term requirements for those same post/locations shall be at the basic hourly rates specified for fixed posts/facilities within the contract.

4. Continuity of Operations Plan (COOP) Implementation – The Contractor shall submit a COOP to the Government as a post-award deliverable. The COOP shall identify provisions made for the acquisition of necessary personnel, resources and supplies, if necessary, for continuation of PSO operations in the event of an emergency such as a pandemic (e.g. H1N1 flu virus) until normal operations can be resumed. *It is noted that an event requiring implementation of the COOP may result in a reduction in requirements due to partial or full closure of Government facilities and/or realignment of requirements based on the importance of continued operations at certain Government facilities due to the mission of their tenants or security level.* Actual hours worked by PSOs standing posts during such an emergency will be invoiced under the Basic Services CLIN. All other direct costs (ODCs) associated with implementation of the COOP, including but not limited to: overtime, travel and per diem, PPE replenishment, changes to IT/communication systems or devices, and training and certification of additional personnel etc. shall be reimbursed under the Optional COOP Implementation CLIN contained in the Schedule of Supplies/Services and Prices. Since COOP implementation costs cannot be pre-determined at this time, the Government has provided estimates and established Not To Exceed Amounts in the Schedule of Supplies/Services and Prices.

Pursuant to the clause entitled, Continuity of Critical Contractor Deliverables [Services] in the Event of an Emergency (October 2009)(tailored), the Government may unilaterally exercise these CLINs in the event of an emergency event. The CLINs will be funded upon exercise and the contractor may invoice for costs associated with COOP Implementation up to the Not-to-Exceed Amount specified in the Schedule of Supplies/Services and Prices. All reimbursable costs/ODCs must be authorized by the Contracting Officer. Written authorization must be gained prior to incurring costs under this CLIN. Contractors shall provide a cost element breakdown and applicable indirect rates with their request. Reimbursable costs/ODCs must be in conformance with the contractor's approved Continuity of Operations Plan (COOP). Invoices submitted for payment against this CLIN shall be rejected if CO authorization was not previously obtained. The contractor shall invoice 30 days in arrears on a monthly basis during the length of the event.

Other direct costs associated with COOP Implementation shall not exceed the maximum amounts specified in the Schedule of Supply/Services and Prices without authorization from the contracting officer.

05. PACKING AND MARKING

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

B. Marking. All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative shall clearly indicate the contract and task order number for which the information is being submitted.

06. INSPECTION AND ACCEPTANCE - CONTRACTOR'S RESPONSIBILITY

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

07. CONTRACT TRANSITION AND PHASE-IN

Statement of Work, Section 2 includes a general statement that the Government will consider no less than a minimum of 90 days and no more than 180 days maximum for start-up, from contract award to start date. The firm requirement for this particular procurement is a contract transition of 120 days from contract award to performance start date.

08. DELIVERIES OR PERFORMANCE - TERM OF CONTRACT

The full term of the contract will be up to five (5) years, if all established optional ordering periods are exercised. The start and end dates for the base ordering period and each optional ordering period will be defined within the resultant contract. Applicable periods of performance will be established in resultant task orders. Established optional ordering periods may be exercised in accordance with FAR 52.217-9 “Option to Extend the Term of the Contract”.

09. CONTRACT ADMINISTRATION DATA

09A. SUBMISSION OF INVOICES – Invoices shall be submitted for payment within 30 days after completion of the prior month’s services. Invoices shall not contain any employee Personally Identifiable Information (PII). Invoices shall be submitted via one of the following three methods:

1. **By mail:** NPPD-FPS-Region 3

DHS, NPPD
Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 3 Invoice

2. **By facsimile (fax): # 802-288-7658.** The invoice submission shall include a cover sheet with the contractor’s point of contact information and # of pages.

3. **By e-mail:** NPPDinvoice.consolidation@dhs.gov

The invoice number and FPS Region 3 shall be annotated in the subject line of the e-mail. Only (1) invoice shall be submitted per e-mail message. The invoice attached to the e-mail shall be in Portable Document Format (PDF)

Invoices submitted by other than these three methods will not be processed and will be returned.

Contractors shall provide an informational copy of each invoice to the Contracting Officer at [redacted] and the Contracting Officer’s Technical Representative [redacted]

In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (JUNE 2010), the contractor shall annotate “FPS Region 3” on the face of each invoice. Contractors shall submit only one invoice per contract per month unless otherwise authorized by the Contracting Officer. Failure to comply with these submission requirements will result in rejection of the invoice.

09B. PAYMENTS

1. 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.

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

3. The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Where there are variances between the requirements cited in the task order(s) and the work actually performed (e.g., unmanned posts), the Contractor shall attach a separate sheet to the invoice detailing each instance of a variance. The Contractor shall compute the invoice price to reflect the actual amount of hours performed. Repeated substantiated errors in invoicing may adversely affect the performance assessments assigned during the pendency of the contract. Submission of false invoices shall be subject to contractual and legal actions.

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

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

09C. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

1. Deductions for Failure to Provide Man-hours

a. To compute labor-hour deductions the Contracting Officer's Representative will compare the man-hours reported by the Contractor through the Post Tracking System (PTS)(PTS is further defined in the SOW), with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved Sign-in/Sign-out methods.

b. Reduction at Post – In the event that posted PSOs 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.

c. In the event the Contractor reports more hours than are reflected in PTS, on the DHS Form 139, or any other approved Sign-in/Sign-out method, the approved method 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 fully weighted hourly rate.

d. The Government may assess price deductions for each post hour where services are not rendered in accordance to the provisions of the contract (e.g. PSO on post but not properly equipped, certified or licensed).

e. Use of deductions does not preclude the use of any other remedies. The Government reserves all contractual rights and remedies. Nothing in this section shall be interpreted to allow the contractor to knowingly fail to provide the manpower specified for labor and/or render services that are not in accordance with the provisions of the contract.

2. Contractor Use of DHS Form 139, or Approved Alternate

If the Contractor uses DHS Form 139 (Record of Time of Arrival/Departure from Facility) the Contractor will retrieve the forms from each post and submit the reports for the previous week to the COR every Monday by 10:00 am or as otherwise directed by the COR. The Contractor shall incorporate and certify that the data contained on the approved sign-in form is accurate, complete and in agreement with the hours presented on their invoice. (Facsimile copies of completed DHS Form 139's may not be used for this purpose.)

10. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

A. Contracting Officer (CO)

1. The CO for this RFP and resultant award is: Todd Wanner,

(b)(6)

2. Administrative Contracting Officer(s) may be assigned after award.

3. The CO has the overall responsibility for the administration of the contract. The CO alone is authorized to take action on behalf of the Government to amend, modify or deviate from the contract's terms and conditions; make final decisions on unsatisfactory

performance; terminate the contract or task order for convenience or cause; and issue final decisions regarding questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

B. Contracting Officer's Technical Representative (COR)

1. The COR for the order is:

Inspector Louis Mount

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

3. After award of the contract or task order, the CO will issue a written Delegation of Authority memorandum to the COR that details the scope of duties the COR is authorized to perform and manage. The COR shall not make any decisions regarding the performance of the work under the order except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.

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

11. INSURANCE REQUIREMENT

Pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation (Jan 1997):

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

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

b. The coverage specified below, pursuant to FAR 28.307, reflects the minimum insurance required.

(1) Workers' Compensation and Employer's Liability

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

(2) General Liability

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

(3) Automobile Liability

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

(4) Hazardous Materials

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

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

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

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart [42.15](#);

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JAN 2013)

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

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

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

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

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

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

x (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))). █

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

x (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5). █

x (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

__ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313). **I**

__ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

__ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (11) [Reserved]

x (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (Oct 1995) of [52.219-7](#).

__ (iii) Alternate II (Mar 2004) of [52.219-7](#).

x (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)). **I**

__ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([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](#).

__ (iv) Alternate III (Jul 2010) of [52.219-9](#).

__ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).

x (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

__ (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of [52.219-23](#).

___ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).).

___ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

x (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).

___ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).

x (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

x (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

x (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

x (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

x (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).

x (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

x (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

x (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

x (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).) **I**

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

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

x (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

 (37)(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](#).

x (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

 (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

 (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

 (ii) Alternate I (Mar 2012) of [52.225-3](#).

 (iii) Alternate II (Mar 2012) of [52.225-3](#).

 (iv) Alternate III (Nov 2012) of [52.225-3](#).

x (41) [52.225-5](#), Trade Agreements (NOV 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

x (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

__ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

__ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

x (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

__ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

__ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

__ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

__ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

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

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

x (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([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 (Sep 2009) ([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) ([41 351](#), *et seq.*).

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

x (7) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

— (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([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 \$650,000 (\$1.5 million for construction

of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

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

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [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.*).

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

(xii) [52.222-54](#), Employment Eligibility Verification (JUL 2012).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [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.

(End of clause)

FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through five years.

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

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

(End of clause)

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than less than 1 hour of service the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of total amount of hours (Basic, TAS, ESS) established in the basic contract

(2) Any order for a combination of items in excess of total amount of hours (Basic, TAS, ESS) established in the basic contract or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months from the end date established under FAR 52.217-8.

(End of clause)

MINIMUM and MAXIMUM QUANTITIES

In accordance with paragraph (b) of the "Indefinite Quantity" clause, the guaranteed minimum amount to be ordered under this contract is \$100,000.00 worth of orders at the established unit price (s). The contract maximum is the total awarded price, inclusive of all options.

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

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

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the contractor at least 30 days before the contract expires; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns - Alternate III (Deviation) (November 2005)

In accordance with 19.811-3(d)(3), substitute the following for the paragraph (c) in FAR 52.219-18:

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

52.219-71 Section 8(a) Direct Awards (Deviation).

As prescribed in 19.811-3(f), insert the following clause:

Section 8(a) Direct Award (Deviation) (November 2005)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Homeland Security (DHS). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

US Small Business Administration
San Antonio District Office
615 E Houston Street, Suite 295
San Antonio, TX 78250

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

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

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

EMPLOYEE CLASS	HOURLY MONETARY WAGE	% OF BASIC HOURLY RATE AS FRINGE BENEFITS
Guard II	\$16.33	36.25%

Sick Leave Required by Law:
13 days of sick leave per year

Paid Holidays Provided by Law:
New Year's Day
President's Day
Martin Luther King's Birthday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas

Vacation or Paid Leave Required by Law:

(1) Two (2) hours of annual leave each week for an employee with less than three (3) years of service.

(2) Three (3) hours of annual leave each week for an employee with three (3) but less than 15 years of service.

(3) Four (4) hours of annual leave each week for an employee with 15 or more years of service.

(End of clause)

52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

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

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-7	Central Contractor Registration	Dec 2012
52.204-13	Central Contractor Registration Maintenance	Dec 2012
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	Jul 2012
52.228-5	Insurance – Work on a Government Installation	Jan 1997
52.232-18	Availability of Funds	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.242-15	Stop Work Order	Aug 1989

52.245-1	Government Property	Apr 2012
3052.211-70	Index for Specifications	Dec 2003
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	Dec 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	Dec 2003

52.252-6 Authorized Deviations in Clause (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any FAR clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could

adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

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

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

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

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

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

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

(End of clause)

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity.

The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) 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 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, 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 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(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.

(End of clause)

HSAR 3052.209-76 PROHIBITION ON FEDERAL PROTECTIVE SERVICE GUARD SERVICES CONTRACTS WITH BUSINESS CONCERNS OWNED, CONTROLLED, OR OPERATED BY AN INDIVIDUAL CONVICTED OF A FELONY (DEC 2009)

(a) Prohibitions. Section 2 of the Federal Protective Service Guard Contracting Reform Act of 2008, Public Law 110-356, generally prohibits the Department of Homeland Security from entering into a contract for guard services under the Federal Protective Service (FPS) guard services program with any business concern owned, controlled, or operated by an individual convicted of a serious felony.

(b) Definitions. As used in this clause:

Business concern means a commercial enterprise and the people who constitute it.

Felony means an offense which, if committed by a natural person, would be punishable by death or imprisonment for a term exceeding one year.

Individual means any person, corporation, partnership, or other entity with a legally independent status.

Convicted of a felony means any conviction of a felony in violation of state or federal criminal statutes, including the Uniform Code of Military Justice, whether entered on a verdict or plea, including a plea of nolo contendere, for which a sentence has been imposed.

(c) A business concern that is owned, controlled, or operated by an individual who has been convicted of any felony, and that wishes to submit a bid, proposal, or other offer on a solicitation

to obtain a FPS contract for guard services, must submit with its offer an award request as specified in paragraph (d) of this clause.

(1) A financial, voting, operational, or employment interest in the business concern of the individual's spouse, child, or other family member, or person with whom the individual shares his or her household, will be imputed to the individual in determining whether the individual owns, controls, or operates a business concern.

(2) An individual owns, controls, or operates a business concern by fulfilling or holding the following types of roles or interests with respect to the business concern:

(i) Director or officer, including incumbents of boards and offices that perform duties ordinarily performed by a chairman or member of a board of directors, a secretary, treasurer, president, a vice president, or other chief official of a business concern, including Chief Financial Officer, Chief Operating Officer, or Chief contracting official.

(ii) Officials of comparable function and status to those described in paragraph (c)(2)(i) of this clause as exist in partnerships of all kind and other business organizations, including sole proprietorships.

(iii) A general partner in a general or limited partnership.

(iv) An individual with a limited partnership interest of 25% or more.

(v) An individual that has the:

(A) Power to vote, directly or indirectly, 25% or more interest in any class of voting stock of the business concern;

(B) Ability to direct in any manner the election of a majority of the business concern's directors or trustees; or

(C) Ability to exercise a controlling influence over the business concern's management and policies.

(3) Generally, the existence of one or more of the roles or interests set forth in paragraph (c)(2) of this clause, including roles or interests attributed to the individual, will be sufficient to determine that the individual owns, controls or operates the business concern. However, specific facts of the case may warrant a different determination by Government in light of all of the facts and circumstances. Conversely, ownership, control, or the ability to operate the business concern, if it exists in fact, can be reflected by other roles or interests, and the offeror or contractor should reveal the existence of felony convictions if there is doubt as to whether the individual owns, controls or operates the business concern.

(d) Award request.

(1) A business concern owned, operated or controlled by an individual convicted of any felony may submit an award request to the Contracting Officer. The basis for such request shall be either that the subject felony is not a serious felony as defined in (HSAR) 48 CFR 3009.171-5; that such individual no longer owns, controls or operates the business concern; or that commission of the serious felony no longer calls into question the individual or business concern's integrity or business ethics and that an award would be consistent with the mission of FPS. The business concern shall bear the burden of proof for award requests.

(2) If the Contracting Officer in his or her sole discretion is unable to affirmatively determine that the subject felony is not a serious felony as defined in (HSAR) 48 CFR 3009.171-5 or that such individual no longer owns, controls or operates the business concern, then the Contracting Officer shall deny the award request.

(3) The Head of the Contracting Activity has sole discretion to approve an award request.

(4) A copy of the award request with supporting documentation or a copy of a previously approved award request shall be attached with the bid or proposal.

(5) An award request shall contain the basis for the request (i.e., that the subject felony is not a serious felony as defined by this regulation; that the convicted individual does not or no longer owns, controls or operates the business concern; or that the commission of a serious felony no longer calls into question the individual or business concern's integrity or business ethics and that an award would be consistent with the mission of FPS). The award request shall contain, at a minimum, the following information:

(i) Name and Date of Birth of Individual Convicted of a felony.

(ii) A full description of which roles or interests indicate that the individual owns, controls, or operates or may own control or operate the business concern.

(iii) Date sentenced.

(iv) Statute/Charge.

(v) Docket/Case Number.

(vi) Court/Jurisdiction.

(vii) The nature and circumstances surrounding the conviction.

(viii) Protective measures taken by the individual or business concern to reduce or eliminate the risk of further misconduct.

(ix) Whether the individual has made full restitution for the felony.

(x) Whether the individual has accepted responsibility for past misconduct resulting in the felony conviction.

(6) Upon the request of the Contracting Officer, and prior to contract award, in addition to information described in paragraph (d)(5) of this clause, the business concern must provide such other documentation as is requested by the Contracting Officer to use in determining and evaluating ownership, control, or operation; the nature of the felonies committed; and such other information as is needed to make a decision on whether award should be made to the offeror under the Federal Protective Service Guard Contracting Reform Act of 2008. The refusal to timely provide such documentation may serve as grounds to preclude contract award.

(e) (1) Privacy Statement. The offeror shall provide the following statement to any individual whose information will be submitted in an award request pursuant to (d)(5) and (6) of this clause.

(2) Privacy Notice. The collection of this information is authorized by the Federal Protective Service Guard Contracting Reform Act of 2008 (Pub. L. 110-356) and Department of Homeland Security (DHS) implementing regulations at Homeland Security Acquisition Regulation (HSAR) 48 CFR 3009.171. This information is being collected to determine whether an individual that owns, controls, or operates the business concern submitting this offer has been convicted of a felony that would disqualify the offeror from receiving an award. This information will be used by and disclosed to DHS personnel and contractors or other agents who require this information to determine whether an award request should be approved or denied. Additionally, DHS may share this personal information with the U.S. Justice Department and other Federal and State agencies for collection, enforcement, investigatory, or litigation purposes, or as otherwise authorized. Submission of this information by the individual is voluntary; however, failure to provide it may result in denial of an award to the offeror. Individuals who wish to correct inaccurate information in or to remove their information from an offer that has been submitted should contact the business concern submitting the offer and request correction. Should individuals seek to correct inaccurate information or remove their information from an offer that has been submitted in response to a solicitation for FPS guard services prior to contract award, an authorized representative of the business concern submitting the offer must contact the contracting officer of record and request that the firm's offer be formally withdrawn or submit a correction to the award request. After contract award, it is recommended that an authorized representative of the business concern that submitted the inaccurate or erroneous information contact the contracting officer of record. The contracting officer will handle such requests on a case by case basis.

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

_____ It is not a business concern owned, controlled, or operated by an individual convicted of a felony.

_____ It is a business concern owned, controlled, or operated by an individual convicted of a felony, and has submitted an award request pursuant to paragraph (d) of this clause.

(g) If an award request is applied for, the offeror shall attach the request with supporting documentation, to the bid or proposal. The supporting documentation may include copies of prior award requests granted to the offeror.

(h) The notification in this paragraph applies if this is an indefinite delivery/indefinite quantity contract, blanket purchase agreement, or other contractual instrument that may result in the issuance of task orders, calls or option to extend the terms of a contract. The Contractor must immediately notify the Contracting Officer in writing upon any felony conviction of personnel who own, control or operate a business concern as defined in paragraph (c) of this clause at any time during the performance of this contract. Upon notification of a felony conviction the Contracting Officer will review and make a new determination of eligibility prior to the issuance of any task order, call or exercise of an option.

(End of clause)

Note: In accordance with paragraph (d)(4) above, award requests shall be submitted using Attachment 9.

3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

I

(a) Provisions.

_____ 3052.209-72 Organizational Conflicts of Interest.

_____ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

_____ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

 x 3052.203-70 Instructions for Contractor Disclosure of Violations.

_____ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.

3052.204-71 Contractor Employee Access.

Alternate I

3052.205-70 Advertisement, Publicizing Awards, and Releases.

3052.209-73 Limitation on Future Contracting.

3052.215-70 Key Personnel or Facilities.

3052.216-71 Determination of Award Fee.

3052.216-72 Performance Evaluation Plan.

3052.216-73 Distribution of Award Fee.

3052.217-91 Performance. (USCG)

3052.217-92 Inspection and Manner of Doing Work. (USCG)

3052.217-93 Subcontracts. (USCG)

3052.217-94 Lay Days. (USCG)

3052.217-95 Liability and Insurance. (USCG)

3052.217-96 Title. (USCG)

3052.217-97 Discharge of Liens. (USCG)

3052.217-98 Delays. (USCG)

3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)

3052.217-100 Guarantee. (USCG)

3052.219-70 Small Business Subcontracting Plan Reporting.

3052.219-71 DHS Mentor Protégé Program.

3052.228-70 Insurance.

3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)

3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)

___ 3052.228-92 Fair Market Value of Aircraft. (USCG)

___ 3052.228-93 Risk and Indemnities. (USCG)

___ 3052.236-70 Special Provisions for Work at Operating Airports.

x 3052.242-72 Contracting Officer's Technical Representative.

___ 3052.247-70 F.o.B. Origin Information.

___ Alternate I

___ Alternate II

___ 3052.247-71 F.o.B. Origin Only.

___ 3052.247-72 F.o.B. Destination Only.

(End of clause)

BANKRUPTCY (Tailored)

In the event the contractor becomes insolvent or enters into proceedings relating to bankruptcy or business dissolution under any chapter of the United States Bankruptcy Code, whether voluntary or involuntary, the contractor agrees to furnish, via overnight or express mail or electronic commerce method authorized by the contract, written notification of the proceeding to the contracting officer responsible for administering the contract. This notification *shall* be furnished within three days of the initiation of the proceedings and shall include the date on which the petition was filed, the identity of the court in which the petition was filed, and a listing of government contract numbers and contracting offices for all government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTINUITY OF CRITICAL CONTRACTOR DELIVERABLES [SERVICES] IN THE EVENT OF AN EMERGENCY (October 2009)(tailored)

1. The contractor shall submit to the contracting officer and COR a contingency and continuity of operations plan (the "Plan") for providing uninterrupted mission critical contract deliverables [for services] in the event of an H1N1 epidemic or other emergency, within the time specified, and covering the minimum requirements specified , at Section 3.5 of the Statement of Work.

2. The contracting officer has identified all or a portion of the contract deliverables [services] under this contract as critical contract deliverables [services] in support of mission critical functions. The contractor-provided deliverables that have been

determined to be critical contractor services in support of mission critical functions are listed in the Post Exhibits which are provided as an Attachment to this contract. *(It is noted that an event requiring implementation of your Plan may result in a reduction in requirements specified in the Post Exhibits due to partial or full closure of Government facilities and/or realignment of requirements specified in the Post Exhibits based on the importance of continued operations at certain Government facilities due to the mission of their tenants or security level.)*

3. The contractor recognizes that the contract deliverables [services] under this contract are vital to the Government and must be continued without interruption. In the event the contractor anticipates not being able to perform due to any of the causes enumerated in the excusable delay clause of this contract, the contractor shall notify the contracting officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

4. The Government reserves the right in such emergency situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for critical contractor deliverables [services]. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR Subpart 18 and HSAM 3018 respectively or any other subsequent emergency guidance issued.

5. Implementation of the Plan is exercisable as an option in the event of an emergency at the amounts specified in or reasonably determinable from the terms of the basic contract, or the contract as modified.

6. In the event implementation of the contractor's Plan is exercised by the Government, all reimbursable costs/ODCs must be authorized by the Contracting Officer via the COR prior to incurring such costs.

7. This clause shall be included in subcontracts for the critical deliverables [services].

CBA - PSOs at CMS - Document # 1

Original CBA document

Period: 10/01/2006 through 11/30/2009

Parties:

- Union: United Union of Security Guards (UUSG)
- Employer: BSA / LB&B Joint Venture

Signing date: 08/03/2006

Total Pages: 24

AGREEMENT

Between

**BSA/LB&B
JOINT VENTURE**

And

**THE UNITED UNION
OF
SECURITY GUARDS**

For

**The Centers for Medicare and Medicaid Services
Woodlawn, Maryland**

October 1, 2006 – November 30, 2009

AGREEMENT

PREAMBLE

This Agreement is entered into as of this Third day of August 2006 by and between BSA/LB&B Joint Venture (hereinafter referred to as the "Employer" or "Company") and the United Union of Security Guards (hereinafter referred to as the "Union"). The Agreement is effective on October 1, 2006 and continues through November 30, 2009.

ARTICLE I SCOPE OF AGREEMENT

Section 1. Except as provided in Section 2 below, the Employer recognizes and acknowledges that the Union is the sole and exclusive bargaining representative for all its security guard employees employed at the Centers for Medicare and Medicaid Services (formerly the Health Care Financing Administration), hereinafter referred to as the "Contract Sites."

Section 2. Exclusions: This Agreement does not cover the following employees and management staff:

- a. Officers and Directors of the Employer.
- b. All clerical, managerial and supervisory staff.

Section 3. Probationary Employees: All employees newly hired or rehired shall be classified as probationary employees for a period of twenty-six (26) weeks from date of hire. During their probationary period, employees may be subject to discipline or discharge at the discretion of the Employer, without regard to provisions of Articles VII and VIII of this Agreement. All other provisions of this Agreement are applicable to probationary employees, unless otherwise expressly provided.

ARTICLE II UNION SECURITY AND CHECK-OFF

As a condition of continued employment, employees must, on or before their 31st day of employment either:

- a. Join the Union and remit to the Union on a monthly basis Union dues as duly established by the Union, or
- b. Remit to the Union on a monthly basis a fee equal to eighty-percent (80%) of the dues, which reflects the Union's demonstrated costs of bargaining and servicing this contract.

The Employer agrees to deduct such fees and Union dues from covered employees' wages as required by the Union, provided such deductions are authorized in writing by the employees. The Employer shall make such deductions on a semi-monthly basis and shall remit the amount deducted to the Union by the fifteenth (15th) of the month following the month in which such deductions occur together with a report listing the amount deducted by employee.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or any other form of liability that may arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list or notice furnished by the Union.

ARTICLE III NONDISCRIMINATION

In accordance with the Employer's established policy, the Employer and Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, marital status, disability, or because of their involvement in or refraining from participating in Union activities except as required by Article II of this Agreement.

ARTICLE IV MANAGEMENT RIGHTS

Section 1. Except as expressly limited by this Agreement, the Employer retains the sole and exclusive right in its discretion to manage its business, to determine the type of services performed and the manner and means of providing services, to hire, discharge or discipline for cause, lay off, assign, transfer, promote or demote, determine the starting and quitting time and the hours of work, to assign overtime, to establish, discontinue or change operations, procedures, production of work standards, to determine the size of the workforce, to create, eliminate or consolidate job classifications, and to judge employees' performance, skill, ability, overall physical fitness, and ability to perform the physical requirements of the job.

Section 2. The Employer reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw reasonable rules of conduct and reasonable regulations as the Employer deems necessary. However, such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Employer 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.

Section 3. The list of management rights set forth in this Article is not limited to be nor shall be construed as a restriction or waiver of any rights of the Employer not listed and not

specifically surrendered in this Agreement, whether or not such rights have been exercised in the past.

ARTICLE V EMPLOYEE CLASSIFICATIONS

Section 1. Full-Time/Part-Time Employees: An employee shall be classified as "full-time" as soon as the Employer, in its opinion reasonably exercised, determines that the non-probationary employee is reasonably expected to work 1,768 hours or more during a twelve-month period. An employee shall be classified as "part-time" as soon as the Employer, in its opinion reasonably exercised, determines that the non-probationary employee is not reasonably expected to work 1,768 hours or more during a twelve-month period.

Section 2. Temporary Employees: The Employer shall have the right to hire temporary employees, who shall be excluded from the seniority provisions of Article XVI of this Agreement, for a period not to exceed in the aggregate three (3) months. The three (3) month period referred to in the preceding sentence may be extended for up to an additional three (3) month period at the written request of the government. Such employees shall be paid the same as other employees in the classification.

ARTICLE VI WORK WEEK AND HOURS OF WORK

Section 1. The workweek shall be from 0001 hours Monday morning and continue until Sunday night at midnight. Pay periods will be in accordance with the Company's established pay cycle. Pay periods will run from the 1st to the 15th of the month and the 16th to the last day of the month. Paydays are semi-monthly and fall on the 15th and the last day of the month. If a payday should fall on the weekend or a scheduled holiday, employees will receive their paychecks on the Friday before the weekend or the day before the holiday, whichever applies.

Section 2. The hours of work of employees shall be scheduled by the Employer at least two (2) weeks in advance except in circumstances beyond the Employer's control. Where the agency contract requirements permit, the Employer shall schedule employees for eight (8) hour shifts whenever possible.

Section 3. Subject to GSA requirements or rules and the Employer's scheduling needs, employees will receive breaks. In addition, employees shall be provided with breaks for emergency purposes as reasonably required, subject to GSA requirements or rules.

Section 4. Overtime pay is to be paid at the rate of one and one-half (1 ½) times the basic hourly straight time rate. Overtime shall be paid to employees for work performed in excess of forty (40) hours in a workweek. A workday shall be defined as from 0001 hours until 2400 hours. There will not be any pyramiding of hours worked. Only hours actually worked

shall be recognized in determining overtime eligibility. The Employer shall have the right to hold over employees until relieved and/or to require an available employee to provide coverage of the post.

Section 5. An employee called in outside his regular work schedule shall be guaranteed a minimum of two (2) consecutive hours of work or pay in lieu thereof. In the event a building is closed because of order of the government after an employee has reported for work, the employee shall receive pay for such shifts as scheduled work. It is the responsibility of the Employer to make timely notification to employees in the event of changes to posted schedules, as well as, temporary additional services and emergency services. The employee will maintain effective communications and provide telephone/pager numbers and updates of numbered changes to the Employer.

Section 6. Nothing in this Article shall be construed as a guarantee of work, work opportunities, or hours, except as expressly provided.

ARTICLE VII DISCIPLINE

Section 1. No employee shall be disciplined or discharged without just cause, and discharge and discipline matters shall be subject to the grievance and arbitration procedures contained herein. However, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the penalty imposed by the Employer for a proven violation of the following:

- A. Violation of the rules and regulations of Government Public Building and Grounds, 41 CFR 101-20.3;
- B. Violation of Company Policy;
- C. Neglect of Duty (including sleeping while on duty or action which causes the assessment of a major penalty against the Employer by GSA), insubordination, including deliberate failure to carry out assigned tasks, conducting personal affairs during official time. The term "personal affairs" as used in this paragraph does not include the making of a telephone or other inquiries concerning the status of children or family members or the provision of their care provided that such activities have been approved by the Employee's supervisor. Long distance telephone calls shall not be made at government or Employer expense;
- D. Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment or material facts by willful omissions from the official documents or records;

- E. Fighting on Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Employer;
- F. Theft, vandalism or criminal action;
- G. Drinking or drunkenness on the job; use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Company's Alcohol and Drug Abuse Policy;
- H. Improper use of official authority or credentials;
- I. Unauthorized use of communication equipment or Employer's or Government property;
- J. Misuse of weapon(s) or possession of private firearms on the job;
- K. Violation of Employer or Government security procedures or regulations;
- L. Unauthorized post abandonment that would jeopardize the safety or security of the personnel or facility;
- M. Failure to cooperate with Government officials, local law enforcement authorities, or the Employer during an official investigation;
- N. Falsification of time records;
- O. Deliberate or grossly negligent conduct causing monetary penalties or invoice deductions to the Employer;
- P. Any other offenses of a character equally serious as those above.

Section 2. It shall constitute an offense for an employee to cancel work without providing the Employer with a minimum of eight (8) hours notice, or where eight (8) hours notice is not possible due to documented emergencies or other unforeseen circumstances, as much advanced notice as reasonably possible.

Discipline for such offenses shall be as follows:

- a. With respect to the first cancellation without proper notice within a twelve-month period, a written reprimand shall be given.
- b. With respect to the second cancellation within a twelve-month period, the employee may be terminated.

- c. Upon the occurrence of the third cancellation without proper notice within a twelve-month period the employee will be terminated.

Section 3. Government Action: If the contracting agency directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the Employer and shall not be subject to the grievance or arbitration procedures in this Agreement. In the event that the contracting agency expressly directs the removal or discipline of a contracting employee, the Employer agrees to cooperate with the Union by providing it with available information concerning the incident.

Section 4. Any investigatory interview between an employee and Employer representative which is anticipated to result in discipline shall, at the request of the employee, be conducted in the presence of an authorized Union Officer or shop steward, if such officer or shop steward is reasonably available. After disciplinary action has been taken by the Employer, either the affected employee or an authorized Union Officer or Steward may request a meeting with the Employer representative at a mutually convenient time. The Employer's failure to comply with this section shall not by itself affect the discipline imposed.

ARTICLE VIII GRIEVANCE AND ARBITRATION

Section 1. Grievances: In the event any grievance or dispute arises as to the interpretation, application, or any claimed violation of this Agreement, the Union and the Company shall meet in an effort to reach an amicable settlement. Specifically, the matter shall be pursued as follows:

Section 2. Processing of Grievances: All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance, or later than ten (10) calendar days from the date of the issue being grieved. To avoid misunderstanding, the written grievance must cite the specific clause of the Agreement which is claimed to be violated and the remedy which is being sought.

Step 1: Between the Employee's direct Supervisor and the Shop Steward. The first step meeting shall be held within seventy-two (72) hours from the date the grievance is filed with the Company unless another date is set by mutual agreement. The Company shall provide the Shop Steward a written reply to the grievance within five (5) working days after the meeting with the Shop Steward. If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step 2, provided such appeal is made within ten (10) working days after the receipt of the Company's reply.

Step 2: A meeting in Step 2 between the Company Representative or his designee and the Business Representative or a designated representative of the Union shall be held within ten (10) working days after receipt by the Company of Notice of Appeal, unless another date is

jointly agreed to by the Company and the Union. The Company Representative shall make a reply to the Union in writing no later than ten (10) working days after meeting with the Business Representative.

Section 3. Arbitration: In the event that the matter remains unresolved after the second step, the grievance, upon written notice to the other party, may be referred to binding arbitration. Any such demand shall be no later than thirty (30) calendar days of the Employer's response in Step 2. The parties shall choose an Arbitrator from a panel to be proposed by the American Arbitration Association. The arbitration shall proceed in accordance with the Rules of Labor Arbitration of the American Arbitration Association.

The Union agrees not to engage in any strike, slow-down, or interruption of work while the grievance resolution process continues. There shall be no strike, work stoppage, or interruption in protest of any decision of the arbitrator.

The Company agrees not to engage in any lockout during the term of this Agreement.

The parties agree that the decision or award of such Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate.

If it is determined under the grievance procedure, including Arbitration, that any adjustment in salaries is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of occurrence.

All fees and expenses of the Arbitrator shall be borne by the parties equally, except where one of the parties to the Agreement requests a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing party shall pay such a charge unless such postponement results in a settlement of the grievance, in which case the postponement charge shall be borne equally by the parties. A postponement charge resulting from a joint postponement request shall be borne equally by the parties.

ARTICLE IX NO STRIKE AND NO LOCKOUT

The Employer and the Union agree not to cause, permit, or engage in any lockout or work action of its employees/members during the term of this Agreement. The Union agrees that neither it nor the employees it represents covered by this Agreement will, during the term of this Agreement, cause, permit, or take part in any strike, including sympathy strike, picketing, or work action. It shall be a violation of this Agreement, and it shall be cause for discharge on the event an employee refuses to enter upon any property involved in a labor dispute involving other employee organizations or refuses to go through or work behind any picket lines involving other employee organizations at the Employer's place or places of business. The Union and the Employer agree to take all steps possible to ensure that

Government property is properly secured and protected in the event of labor disputes involving other employee organizations.

ARTICLE X BULLETIN BOARDS

Subject to government approval, the Employer shall furnish a bulletin board for the exclusive use of the Union. There shall be no posting of literature on these bulletin boards except by the authority of officially designated representatives of the Union.

ARTICLE XI STEWARDS

Section 1. The Union shall designate no more than one (1) Steward per shift. An Alternate Steward may be designated if the Steward is not available. The Union shall notify the Employer in writing of the selection of Stewards within ten (10) days of such selections. The Union agrees to select fully qualified and capable stewards. Qualifications and capabilities of stewards will be provided to the Employer. Stewards are authorized to remain on the premises for such reasonable periods as are required to meet their Union responsibilities. Stewards may not interview other employees while such employees are on duty. Employees whom a steward or Union official wish to interview may remain on the premises for such reasonable periods following their shift as will enable the desired interview to take place.

Section 2. Stewards have no authority to call or direct strikes or authorize other economic or work actions against the Employer. Stewards and Union Officers shall not interfere with the management of the Employer's business or the work of any employee, but may advise the Employer of any violations of the Agreement.

Section 3. In the absence or unavailability of the Steward designated as representing employees on a specific shift or in a specific location, any other available Union designated Steward may represent unit employees.

ARTICLE XII COURT APPEARANCES

Court or administrative appearances on behalf of the Company necessitated by job-related occurrences or incidents shall be fully compensated at the rates specified in this Agreement. However, other court, administrative or grievance procedure and/or arbitration appearances shall not be Employer-paid.

ARTICLE XIII JURY DUTY

The Employer agrees to pay employees called for jury duty their normal full regular pay for a period of up to ten (10) work days, less any fees or sums received from the Court, when an employee has met the following conditions:

- a. The employee must notify the Employer 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;
- b. No compensation shall be paid by the Employer for jury duty on Saturday, 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.

The employee must provide the Employer with written evidence or notice from the court that he/she performed jury service and of the amount that the employee was compensated for such services.

ARTICLE XIV LEAVES OF ABSENCE

Section 1. Family and Medical Leave: All provisions of this Article shall be applied in a manner consistent with the Family and Medical Leave Act of 1993. Eligible non-probationary employees will be granted up to twelve (12) weeks of leave for their own serious illness, for the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent.

Section 2. Extended Family and Medical Leave: An employee who is ineligible for or has exhausted available Family and Medical Leave or accrued sick leave, may, at the Employer's sole discretion, be granted unpaid leave on such terms and conditions as the Employer deems appropriate. During such leave, the employee shall not continue to accrue seniority, although all seniority attained prior to the granting of such leave shall be retained.

Section 3. Personal Leave Without Pay: An employee may request personal leave without pay for family/hardship purposes for a period not to exceed ninety (90) days. It is within the Employer's sole discretion whether such requests will be granted. Seniority shall not accrue during such personal leave.

Section 4. Bereavement Leave: In the event of the death of a member of a non-probationary unit employee's immediate family, the employee will not lose any wages which he or she would otherwise have earned during the next three (3) consecutive calendar days for the period from the date of death through the day following burial; provided that the employee travels less than 400 miles, and will receive benefits for his or her time lost as specified in the Appendix. If an employee travels 400 miles or more, the employee will not

lose any wages which he or she would otherwise have earned during the next five (5) consecutive calendar days for the period from the date of death through the day following burial. For the purposes of this provision, members of the employee's immediate family include: husband, wife, child, parent, brother, sister, grandparent, or foster parent. Appropriate documentation of death and family relationship is required.

Section 5. Military Service: Employees enlisting or entering the military service of the United States pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act and amendments thereto shall be granted all right and privileges provided by that Act.

ARTICLE XV WEAPONS

The Employer agrees to implement a regular maintenance program for all Employer-owned weapons.

ARTICLE XVI SENIORITY

Section 1. Seniority Lists: The Employer shall maintain separate seniority lists for all regular full-time and part-time employees. The Employer shall furnish the Union with copies of such lists upon written request.

Section 2. Scheduled Overtime:

- a. The Employer reserves the right to offer overtime to employees at its discretion and without regard to seniority in the event that such overtime (i.e. work over forty (40) hours per work week) is required for reasons including but not limited to, an employee has failed to report for work, an employee has called in sick, or for other unanticipated reasons or special circumstances.
- b. The Employer will in good faith attempt to distribute overtime work as equitably as practical among the employees the Employer reasonably deems qualified to perform the work, giving due regard to seniority were all other factors are equal.

Section 3. Permanent Position Openings: A permanent position is defined, for purposes of this Agreement, as a post or position on a specific shift. The parties understand that the Employer may rotate employees among posts on a specific shift. As permanent positions open, notice shall be posted. Employees shall have three (3) days within which to bid. First preference shall be given to the employee, meeting site requirements, with the most seniority, skill, ability, and professional work performance. Skill, ability, and work performance will be measured by job knowledge, punctuality, and responsiveness to schedules. The successful bidder's prior position may then be bid by all qualified candidates.

The following opening(s), if any, may then be assigned by the Employer at their discretion without challenge.

Section 4. Promotions: The Employer reserves the right to promote personnel who, in the Employer's sole judgment, will best serve and fulfill its requirements and standards. If an employee who has been promoted is determined by the Employer, within ninety (90) days of his or her promotion, to fail to satisfactorily fulfill the requirements of the new position, the employee may be transferred to the original or similar position. Time spent as a supervisor shall not count toward the employee's seniority.

Section 5. Reduction in Force: In the event that the workforce shall be reduced for any reason, the employees with the least seniority shall be laid off first. Shift reassignments shall be by bidding. Full-time employees may bid to return to a part-time position and be transferred to a full-time position when one becomes available, consistent with the Employer's scheduling needs and the provisions of this Agreement. A full-time employee may decline recall to a part-time position and remain on the recall list.

Section 6. Layoff and Recall:

- a. As jobs become available, employees shall be recalled in order of their seniority at the facility, where reasonably deemed qualified by the Employer. Laid off full-time employees shall be recalled to full-time employment as positions become available.
- b. In the event of a layoff, seniority does not continue to accrue. An employee shall retain the seniority that he or she possessed at the time of the layoff except as provided below.

Section 7. Loss of Seniority: In the event the Employer loses its contract to provide guard services at Union Sites, the Employer will have no obligation with regard to this Section after the termination of its contract. An employee who quits, resigns, or retires, or is terminated for any reason loses his/her seniority and has no right to recall. An employee, who is laid off for reasons other than the Employer's loss of the contract to provide services at the Union Sites, will retain his or her seniority for one (1) year.

A laid off employee who is recalled shall be sent notice of recall to the employee's last known home address. It shall be the obligation of the employee to keep the Employer informed of his/her address or change thereto. If such employee does not respond with five (5) working days of the date on which the Employer's notice was sent, or the employee refuses such offer, the employee will be deemed to have voluntarily quit, even if the notice is returned as undeliverable. If the employee fails to report within seven (7) working days of his/her response to the Employer, he/she shall be deemed to have voluntarily quit. An employee who has voluntarily quit or otherwise been terminated has no right of recall.

Section 8. Shift and Post Reassignments: In the event the Employer determines it is necessary to rotate employees among posts/sites, every reasonable effort, consistent with the Employer's needs, shall be made to assign employees during the same shift in which they

previously worked. The Employer will make every reasonable effort consistent with the Employer's business needs to assign employees in such a manner as will not disrupt established childcare arrangements as well as family obligations. Assignments are to be made in an unbiased manner.

ARTICLE XVII VOLUNTARY QUILTS

An employee shall be deemed to have voluntarily quit employment with the Employer if:

- a. The employee accepts full-time employment with a competitor of the Employer at the same time during which he or she is employed by the Employer, or otherwise fails to report for duty as scheduled by the Employer, while simultaneously remaining an employee of a competitor of the Employer.
- b. The employee fails to report for work within two (2) days after the expiration of a leave of absence without a telephone call or other explanation.
- c. An employee who takes medical leave fails to notify the Employer that he/she is able to return to work within two (2) days after he/she is medically able to return to work.
- d. An employee fails to report for work for two (2) consecutive days without telephoning or otherwise notifying the Employer, except where failure to so communicate is the result of emergency circumstances.
- e. The employee fails to respond within five (5) days of the Employer sending a notice of recall.

ARTICLE XVIII TRAINING AND RE-QUALIFICATION

Section 1. The Employer agrees to pay employees, who are required to re-qualify with a weapon on a firing range for up to two (2) hours at the employees normal hourly rate of pay, and one-half (1/2) hours for travel to and from the range facility at the employees normal hourly rate of pay.

Section 2. The Employer will attempt to schedule employees to be re-qualified at least one (1) month prior to the expiration of their weapons permit. The Employer shall afford to employees the opportunity to have at least one practice session prior to any formal re-qualification test. All qualification and re-qualification procedures shall be conducted in accordance with GSA guidelines and procedures. Subject to GSA guidelines and procedures, the employee shall be given forty-five (45) days after the first attempt to qualify prior to the expiration of his or her weapons certification. If the employee is unable to re-qualify prior to the expiration of his or her weapons certification or fails to pass a range qualification test twice before such time, the employee will be considered to have voluntarily quit.

Section 3. If the employee fails to satisfactorily pass his or her Government-required physical examination or fails to report for a scheduled examination (unless such failure to report is the result of a documented emergency circumstance), the employee shall be terminated. Failure to maintain physical fitness standards, as established by the Employer, shall also result in employee termination. Failure to pass or refusal to take an alcohol or drug test shall be treated in accordance with Company Policy.

Section 4. If an employee does not successfully complete and pass his or her required first aid and or CPR examination prior to the time by which such examination must be taken and passed, the employee shall be terminated.

Section 5. The Employer shall provide employees, at least 100 days prior to expiration of their Maryland State handgun permit, such forms as are required by the State of Maryland for the renewal of such permit. Employees are expected to return such forms, including the range qualification form, completed together with any necessary photographs, fingerprint specimens and fees within ten (10) days thereafter. The employee shall promptly submit the completed forms, photographs, and fingerprint specimens and fees to the appropriate state agency. If the employee does not submit the completed forms, photographs, fingerprint specimens and fees to the appropriate Government agency within the aforementioned period and, as a result of the employee's delay, the employee's permit lapses, the employee shall be immediately removed from the work schedule without pay until the permit is received. Notwithstanding the foregoing, if the employee fails to provide the completed forms, photographs and fingerprint specimens within thirty (30) days of his or her receipt of the forms from the Employer, the employee shall be deemed to have voluntarily quit.

ARTICLE XIX UNIFORMS

The Employer shall provide at no cost to all new employees those items it deems necessary. The Employer agrees to provide, maintain and replace uniforms as stipulated in the Appendix. In the event of employee negligence, employees must purchase replacement items from the Employer at cost. Such articles shall be paid for by deductions from the employee's pay.

Upon termination of employment, all clothing and equipment shall be returned to the Employer. The Union agrees that all employees, at the time of hire, shall be given written authorization allowing the Employer to deduct the cost of all unreturned clothing and equipment. The deduction for such missing items shall be the actual cost to the Employer.

ARTICLE XX SUCCESSORS

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part

thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferee, or lessee executes a contract or transaction as herein described.

ARTICLE XXI SUBCONTRACTING

For the purposes of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees to provide the Union with two (2) or more weeks notice prior to subcontracting or transferring to non-bargaining unit employees, any of the work or services of the kind, nature or type presently or hereafter performed or provided by the employees covered by the Agreement. In the event the need to subcontract or transfer work shall arise less than two (2) weeks before such subcontracting or transfer is expected to take effect, the Employer shall give as much notice as is reasonably possible. Supervisory personnel may, without prior notice, be temporarily assigned to cover unit work where deemed necessary by the Employer. In no event shall such temporary assignment(s) exceed sixty (60) days per supervisor in any year. The forgoing limitation on assignment of unit work to supervisors shall not apply to unit work performed by a supervisor where: (i) such work is a part of the supervisor's normal day-to-day duties in staffing a post; or (ii) the supervisor replaces a unit employee who is absent from his assigned post; or (iii) the supervisor performed unit work requiring specialized skills, qualifications or training.

ARTICLE XXII HOLIDAYS

Section 1. The Employer shall grant to all employees the following holidays off with pay (or pay in lieu thereof, if normally scheduled to work that day). Holiday benefits shall be paid as specified in the Appendix provided that the employees shall work his or her regularly scheduled work day prior to the holiday and after the holiday.

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Christmas Day
- Veteran's Day

Section 2. An employee who is required to work on a holiday shall receive holiday pay in addition to his or her regular pay.

ARTICLE XXIII VACATION

Section 1. Employees covered by this Agreement shall receive vacation benefits as specified in the Appendix.

Section 2. Vacations may be scheduled anytime during the year with the Employer. Employees requesting a vacation must notify the Employer thirty (30) days in advance of the start date of the vacation. Vacation requests must be submitted on Employer-approved request forms. No more than four percent (4%) of the workforce may be on vacation at any time. Conflicts in vacation scheduling shall be resolved on the basis of the employees' seniority.

ARTICLE XXIV SICK LEAVE

Section 1. Employees shall receive sick leave benefits as specified in the Appendix.

Section 2. Limit on Accrual of Sick Pay: Employees shall not be permitted to accrue additional sick pay in excess of eighty (80) hours.

Section 3. When Sick Pay is Payable: Sick days may be taken when an employee is unable to perform the functions of his/her position because of illness or injury. Sick pay will be payable when the Employer is in receipt of a physician's statement supporting the employee's absence.

Section 4. Notice of Absence: An employee who will be absent due to illness or injury must provide the Employer with notice of his/her anticipated absence as soon as the need to be absent becomes known to the employee, regardless of the length of the anticipated absence and regardless of whether the employee seeks sick pay for the absence. Failure to do so will result in discipline in accordance with Article VII above, and in the denial of sick pay.

Section 5. Medical Certification: An employee who is absent due to illness or injury seeking pay shall be required to provide to the Employer a physician's statement supporting the employee's absence. An employee who is absent due to illness or injury for more than three (3) consecutive work days shall be required to provide to the Employer a physician's statement supporting and certifying that the employee is able to return to work on the day of returning to work. If the Employer questions the physician's statement submitted by the employee, the Employer may require the employee to obtain a second opinion. If the opinion of the second physician and the employee's physician differ, the Employer may require the employee (at the Employer's expense) to obtain a third opinion from a mutually agreed upon physician, whose opinion shall be final and binding. Where an employee fails to provide medical certification as required by this Article, or where medical certification does not support the employee's absence, the employee will not be entitled to sick pay, and will be subject to disciplinary action. An employee who does not provide medical certification that

he/she is able to return to work, if required or reasonably requested under this Article, will not be permitted to return to work until such documentation is provided.

Section 6. Where an employee takes leave pursuant to the Employer's Family & Medical Leave Policy, the provisions of that policy will supersede any provisions of this Article which are inconsistent with that policy.

ARTICLE XXV HEALTH AND WELFARE

Section 1. The Employer agrees to become and remain a participating Employer in the Security Workers Health and Welfare Fund (hereinafter the "Health and Welfare Fund") as set out in the Appendix.

Section 2.

- a. The Employer agrees to provide the Health and Welfare Fund with the monthly remittance reports containing such information, in such manner, and on such forms as may be required by the trustees of the Fund.
- b. Contributions and remittance reports shall be delivered to the Health and Welfare Fund on or before the 15th day of each month for the preceding month.

Section 3. The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing that the Health and Welfare Fund ("Trust Agreement") as it may be from time to time amended. The Employer further agrees to be bound by the terms of the Health and Welfare Plan and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by the Trust Agreement.

ARTICLE XXVI PENSION FUND

Section 1. The Employer agrees to become and remain a participating Employer in the Security Workers Severance and Retirement Fund (hereinafter the "Severance and Retirement Fund") for the duration of this Agreement, as set out in the Appendix.

Section 2.

- a. The Employer agrees to provide the Severance and Retirement Fund with monthly remittance reports containing such information, in such manner, and on such forms as may be required by the trustees of the fund.
- b. Contributions and remittance reports shall be delivered to the Severance and Retirement Fund on or before the 15th day of each month for the preceding month.

Section 3. The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Severance and Retirement Fund ("Trust Agreement") as it may be from time to time amended. The Employer further agrees to be bound by the terms of the Severance and Retirement Fund and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by the Trust Agreement.

ARTICLE XXVII WAGES

The Employer agrees to pay employees at the rates set forth in the Appendix.

ARTICLE XXVIII DRUG AND ALCOHOL POLICY

The parties recognize that in this Security business,¹ the use of controlled substances or alcohol which causes intoxication or impairment on the job poses risk to the Employer, the affected employee and his co-workers and the public. An employee cannot perform his or her work adequately if he or she is under the influence of illegal drugs or alcohol and an employee under the influence of drugs or alcohol also presents a danger to himself or herself and to others. Unlawful use of drugs and the abuse of alcohol when not on duty raises serious questions concerning the competency to perform security work and is grounds for revocation of his or her firearms permit.

The Company's Drug-Free Workplace Policy will be applicable to all employees.

ARTICLE XXIX MISCELLANEOUS

Section 1. The Employer shall not lower any standards of wages or conditions of employment explicitly provided for in this Agreement without the written consent of the Union.

The Union agrees to cooperate with the Employer in all matters required by the Government, and the Union recognizes that the terms and conditions of this Agreement are subject to certain priorities which the Government may exercise. The Union agrees that any action taken by the Employer pursuant to a requirement imposed by the Government shall not constitute a breach of this Agreement. Any action which the Government directs or requires the Employer to take immediately may be taken without prior notice to or discussion with the Union. However, whenever such action affects a term or condition of employment, the Company will discuss with the effects of that action with the Union.

Section 2. **Failure to Meet Company Standards:** 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 responsible and accountable for their duties, functions and job requirements. Deviation from or failure to meet this standard will result in disciplinary action pursuant to the provisions of Article VII.

Section 3. It is the employee's responsibility to provide the Employer with thirty (30) days written notice prior to the expiration of any permits, clearances or other qualifications required by the State of Maryland or the Federal Government, including, but not limited to, weapons permits, CPR/first aid training, and suitability clearances. Forms for the reporting of such information will be available from the Project Manager or a designated supervisor(s).

Section 4. Union representatives shall not conduct Union-related business with any employee during that time the employee is on duty, nor shall any employee conduct Union-related businesses during that time he/she is on duty without permission. Except as authorized by the Employer, client property, equipment and office facilities shall not be used to conduct any form of Union-related business.

ARTICLE XXX SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or any Riders or Attachments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as set forth above, the Employer and the Union agree to enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. Except in instances involving wages, hours, or fringe benefits, if the Parties do not agree on a mutually satisfactory replacement within a period of six (6) months from the date the provision is held invalid, either Party shall be permitted all legal or economic resource in support of its demands notwithstanding any provision of this Agreement to the contrary.

**ARTICLE XXXI
DURATION OF AGREEMENT**

Except as otherwise provided in this Article, this Agreement shall be in full force and effect from October 1, 2006 and shall remain in effect until (and including) November 30, 2009. With respect to wages and fringe benefits (including health and welfare and pension contributions, sick leave, vacations and holidays), the applicable provisions of the Agreement shall take effect as specified in the attached Appendix.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement, the Third day of August 2006.

BSA/LB&B Joint Venture

United Union of Security Guards

(b)(6)

Director Labor Relations

President

(b)(6)

Labor Relations Administrator

Business Manager

(b)(6)

Vice President Systems Division

APPENDIX

ARTICLE XXXII BEREAVEMENT

The disbursement of up to three (3) days Bereavement Leave annually if travel is less than 400 miles. The disbursement of up to five (5) days Bereavement Leave annually if travel is 400 miles or more. Leave shall be paid at the rate of four (4) hours per day for part-time employees and eight (8) hours per day for full-time employees.

ARTICLE XXXIII UNIFORMS

Upon the effective date of this Agreement, the Company will provide, maintain and replace uniforms as required and there will be no uniform allowance paid to employees.

ARTICLE XXXIV HOLIDAYS

Holiday pay will be in accordance with Company Policy.

ARTICLE XXXV VACATION

Section 1. Each full-time employee covered under the terms of this Agreement is entitled to vacation based on her/his length of service. The length of service includes the whole span of continuous service from the date of employment (anniversary date) with the Employer, wherever employed, and with predecessor contractors in the performance of similar work at the site.

Vacation will accrue to full-time employees pro-rata per pay period and using the appropriate accrual rate as outlined below:

Length of Service	Vacation Allotment	Accrual Rate
1 year	5 days	1.666 hrs/pay period
2-5 years	10 days	3.333 hrs/pay period
6-14 years	15 days	5.0 hrs/pay period
15 years	20 days	6.666 hrs/pay period

Section 2. Vacation pay will not be paid in a lump sum prior to the utilization of the vacation time.

**ARTICLE XXXVI
SICK LEAVE**

As of the effective date of this Agreement, subject to Section 2 of Article XXIV of this Agreement, all full-time employees, covered by this Agreement shall earn sick leave benefits at the rate of 2.0 hours per pay period.

Although new employees will begin accruing sick leave with their first paycheck, they will not be permitted to use sick leave until they have worked at the facility or with the Employer (whichever is longer) for a period of one (1) year.

**ARTICLE XXXVII
HEALTH AND WELFARE**

As of the effective date of this Agreement, the Employer agrees to contribute, as listed below, to the Health and Welfare Fund per hour worked for each hour worked at the contract site by an employee covered by this Agreement, up to a maximum of eighty (80) hours per pay period, not to exceed forty (40) hours in any week of the pay period.

Current	10/1/2007	10/1/2008	10/1/2009
\$4.00	\$4.12	\$4.24	\$4.35

**ARTICLE XXXVII
PENSION**

As of the effective date of this Agreement, the Employer agrees to contribute, as listed below, to the Security Workers Severance and Retirement for each hour worked at the Contract Site by an employee covered by this Agreement not to exceed forty (40) hours in any week of the pay period

Current	10/1/2007	10/1/2008	10/1/2009
\$.70	\$.85	\$.95	\$1.00

ARTICLE XXXIX WAGES

As of the effective date of this Agreement, the Employer agrees to pay the employees at the following rates:

	Current	10/1/2006	10/1/2007	10/1/2008	10/1/2009
Security Guard (armed)	\$17.31	\$17.48	\$18.09	\$18.63	\$19.19
Security Guard (unarmed)	\$12.91	\$13.04	\$13.50	\$13.91	\$14.33

BSA/LB&B Joint Venture

United Union of Security Guards

(b)(6)

Director Labor Relations

President

(b)(6)

Labor Relations Administrator

Business Manager

(b)(6)

Vice President Systems Division

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 BSA/LB&B JOINT VENTURE
 AND
 THE UNITED UNION OF SECURITY GUARDS
 FOR
 THE CENTERS FOR MEDICARE AND MEDICAID SERVICES**

The parties hereby mutually consent to the following addition to Article XXXIX of the Collective Bargaining Agreement between the parties effective from October 1, 2006 to November 30, 2009. This addition will be effective October 1, 2007.

Classification	Current	10/1/2007	10/1/2008	10/1/2009
Alarm Monitor	\$17.48	\$18.09	\$18.63	\$19.19

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

BSA/LB&B Joint Venture

United Union of Security Guards

(b)(6)

Director Labor Relations

President

(b)(6)

Labor Relations Administrator

Business Manager

CBA - PSOs at CMS - Document # 2

Bridge Agreement

Period: 07/01/2010 through 06/30/2011

Parties:

- Union: United Union of Security Guards (UUSG)
- Employer: AmeriGuard Security Services, Inc.

Signing date: 06/18/2010

Total Pages: 5

BRIDGE AGREEMENT

IT IS AGREED between AmeriGuard Security Services, Inc., and the Union, United Union of Security Guards (UUSG or Union) as follows:

The parties agree to adopt the terms and conditions set forth in a predecessor collective bargaining agreement between BSA/LB&B Joint Venture and UUSG. The terms of the current CBA executed by UUSG and BSA/LB&B JV on 10/1/2006 to 11/30/2009 and extended through 6/30/2010. This Bridge Agreement will be in effect from 7/1/2010 to 6/30/2011. These terms and provisions are subject to the modifications and additions set forth below.

WAGES

1. This Bridge Agreement incorporates by reference the wage rates and other terms of a collective bargaining agreement (CBA) adopted on October 1, 2006 between BSA/LB&B JV and UUSG. The terms and provisions of the aforementioned CBA are incorporated by reference by this Bridge Agreement except to the extent specifically modified in this Bridge Agreement.
2. This Bridge Agreement between AmeriGuard and UUSG provides that Officers receive an hourly wage rate, effective July 1, 2010:

	<u>Currently</u>	<u>Effective July 1, 2010</u>
Armed Officers	\$19.19	\$20.40
Unarmed	\$14.33	\$18.30
Alarm Monitor	N/A	\$20.50
Sergeant	N/A	\$21.50
Lieutenant	N/A	\$22.50
Captain	N/A	\$23.50

HEALTH & WELFARE

3. This Bridge Agreement incorporates by reference the Health & Welfare provisions set forth in the aforementioned Collective Bargaining Agreement executed by BSA/LB&B JV & UUSG effective on October 1, 2006:

UUSG (initials)
AmeriGuard (initials)

(b)(6)

4. The aforementioned Collective Bargaining Agreement provides for a Health & Welfare benefit rate up to forty (40) hours worked per week of:

	<u>Currently</u>	<u>Effective July 1, 2010</u>
Health & Welfare	\$4.35	\$4.35

5. Under the terms of the Health & Welfare (H&W) Plan provided by the Union through an independent, multiemployer, ERISA-regulated Plan, employees covered by the CBA and the Plan have the following options: a) to enroll in the aforementioned Security Workers Health & Welfare Fund with Full Benefits; b) to designate the Health & Welfare allowance into the Security Workers 401(k) Fund; or c) enroll in the Security Workers Health & Welfare Fund with Limited Benefits with the amount in excess of the Health & Welfare contribution be placed into the Security Workers 401(k) Fund.

RETIREMENT ALLOWANCE

6. This Bridge Agreement incorporates by reference the Security Workers 401(k) Fund provisions set forth in the aforementioned Collective Bargaining Agreement executed by BSA/LB&B JV & UUSG effective on October 1, 2006.
7. The aforementioned Collective Bargaining Agreement provides for a 401(k) benefit rate up to forty (40) hours worked per week of:

	<u>Currently</u>	<u>Effective July 1, 2010</u>
Pension	\$1.00	\$1.00

UNIFORM ALLOWANCE

8. This Bridge Agreement incorporates by reference the Uniform Allowance provisions set forth in the aforementioned Collective Bargaining Agreement executed by BSA/LB&B JV & UUSG effective on October 1, 2006.
9. The aforementioned Collective Bargaining Agreement provides for a Uniform Allowance benefit rate up to forty (40) hours worked per week of:

	<u>Currently</u>	<u>Effective July 1, 2010</u>
Uniform	\$0.00	\$0.05

UUSG (initial)
AmeriGuard (initial)

(b)(6)

This uniform allowance will be used by the employees for the regular dry-cleaning of their uniform jackets.

MISCELLANEOUS

10. Employees will have an extra paid holiday for an employee's birthday.
11. This Bridge Agreement incorporates by reference the union security and dues check-off provisions set forth in the collective bargaining agreement (CBA) with the exception the amount of the monthly dues and initiation fees, which shall be the same as uniformly required of all other UUSG – namely, which will be deducted as ten dollars (\$10.00) per pay period under the current AmeriGuard pay schedule. In all other respects, the provisions set forth in Article II of the aforementioned CBA shall continue to apply.
12. During ongoing negotiations and prior to any impasse in these negotiations, the Employer agrees to adhere to all mandatory conditions of employment set forth in the aforementioned BSA/LB&B JV – UUSG CBA as well as any established past practices under this CBA and the union security, dues check-off and initiation fee provisions provided in this CBA and as modified in this Bridge Agreement.
13. Any past practices incurred with the prior contractor are null and void per this Bridge Agreement and July 1, 2010 will be the start of new practices and procedures applied by AmeriGuard at the CMS contract.
14. Article VI, Section 1; pay days for AmeriGuard are on the 25th of the month for the pay period for the first half of the month and the 10th of the following month for the pay period of the second half of the month.
15. Article XXV, Section 2b; H&W Benefits are reported and paid by AmeriGuard to the "Security Workers Benefit Fund" on or before the end of the following month allowing 30 days for reporting and payment of H&W benefits.
16. Article XXVI, Section 2b; Pension Benefits are reported and paid by AmeriGuard to the "Security Workers Benefit Fund" on or before the end of the following month allowing 30 days for reporting and payment of Pension benefits.

UUSG (initial) (b)(6)
AmeriGuard (initial)

17. Due to ongoing problems with members passing the ICE A-9 course AmeriGuard agreed to provide an additional benefit to all active union members in the form of a \$170 annual membership with "Continental Arms" weapons range in Baltimore. This membership will allow all guards on this contract to maintain their firearms skills on a regular basis without having to pay for lane fees. Upon separation of employment, this membership will be terminated effective the employee's separation date from AmeriGuard. This membership will be separate from the training provided by AmeriGuard to all personnel for annual Range qualifications as listed in Section XVIII of the CBA.
18. Subject to applicable law, from and after the date hereof, upon commencing employment, each employee shall pay a uniform and equipment deposit to the Employer of \$100. The deposit may be paid in cash or deducted from the first four payroll checks in equal installments in accordance with a written authorization signed by the employee. The deposit will not earn interest. Upon the termination of employment, each employee will be responsible to return all Company-issued uniforms and equipment in good condition, reasonable wear excepted, within five (5) days after the employee's last day of work and the deposit will then be returned to the employee. The actual cost to the Employer of any article(s) of a uniform and/or equipment not returned to the Company within five (5) days after the employee's last day of work will be deducted from the employee's final pay check less the deposit which will be forfeited by the employee and retained by the Employer. Each employee will agree in writing authorizing the deductions from his/her payroll checks as provided above.
19. Gear-up and Gear-down - officers shall receive pay for reporting in twenty (20) minutes before their shift begins and for ten (10) minutes after their shift ends. This is for equipment issue, guardmount and travel to and from their assigned posts. Schedules will be adjusted to accommodate the paid time and to provide for unpaid rest and/or lunch breaks. At the employer's discretion the time allotment for gear-up and gear-down may be adjusted to better fit the contract's needs, i.e. fifteen (15) minutes before their shift begins and for fifteen (15) minutes after their shift ends. However, such change will not be made unless the employer provides 60 days notice of such change to the Union.

UUSG (initials)

AmeriGuard (initials)

(b)(6)

20. AmeriGuard and the UUSG agree to commence negotiations on a new CBA to replace this Bridge Agreement on or around April 1, 2011.

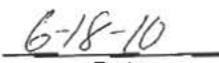
21. This Bridge Agreement will be submitted to the U.S. Department of Homeland Security for incorporation into AmeriGuard's existing contract to provide security guard services at CMS in Baltimore and it is understood by both parties that the provisions of this Bridge Agreement are subject to approval by DHS and the U.S. Department of Labor.

IN WITNESS WHEREOF, the parties hereto have set their signatures in agreement on the day and year indicated below.

United Union of Security Guards (UUSG)

By: (b)(6) 
President Date

AmeriGuard Security Services, Inc.

(b)(6) 
Date

CBA - PSOs at CMS - Document # 3

Assumption Agreement

Period: 07/01/2010 through 06/30/2011

Parties:

- Union: Maryland Association of Correctional and Security Employees (MACSE)
- Employer: AmeriGuard Security Services, Inc.

Signing date: 09/30/2010 & 10/01/2010

Total Pages: 1

**AGREEMENT TO ASSUME COLLECTIVE BARGAINING AGREEMENT &
BRIDGE AGREEMENT AT CMS IN BALTIMORE, MD**

The Employer, **AmeriGuard Security Services, Inc. (AmeriGuard)**, and the Union, the **Maryland Association of Correctional and Security Employees (MACSE)**, at the **CMS facilities in Baltimore, MD** enter into the following agreement:

The Employer, **AmeriGuard Security Services, Inc.**, and the Union, the **Maryland Association of Correctional and Security Employees**, agree to assume the collective bargaining agreement previously executed by its predecessors, **BSA/LB&B Joint Venture**, and the **United Union of Security Guards (UUSG)** on **August 3, 2006** with effective dates of **October 1, 2006 through November 30, 2009** which was updated via bridge agreement on **June 18, 2010** between **United Union of Security Guards (UUSG)** and **AmeriGuard Security Services, Inc.** and extended from **July 1, 2010 through June 30, 2011**. The Employer and the Union both agree to abide by and assume these two agreements through **June 30, 2011**, with the intention of meeting and bargaining for a new CBA to be effective **July 1, 2011**. Both, the Employer and the Union agree that this assumption agreement will be effective retroactively as of **August 8, 2010**, the date of the execution of the stipulated certification of representative by the NLRB.

The Employer, **AmeriGuard Security Services, Inc.**, and the Union, the **Maryland Association of Correctional and Security Employees (MACSE)**, both assume all provisions of the collective bargaining agreement and the bridge agreement, both economic and non-economic, and agree to abide by the terms and conditions of employment, authorities, obligations and responsibilities as set forth in the subject collective bargaining agreement and the bridge agreement. The collective bargaining agreement and bridge agreement shall be amended only insofar as any reference to the Employer as **BSA/LB&B Joint Venture** will be changed to **AmeriGuard Security Services, Inc.** and as any reference to the Union as the **United Union of Security Guards (UUSG)** will be changed to the **Maryland Association of Correctional and Security Employees (MACSE)** to reflect the new parties to the assumed collective bargaining agreement and bridge agreement.

Signed and executed on the date(s) listed below:

For the Union:

For the Employer:

(b)(6)

9/30/10
Date

10-1-10
Date

CBA - PSOs at CMS - Document # 4

Letter of Understanding

Period: 07/01/2011 through 06/30/2013

Parties:

- Union: Maryland Association of Correctional and Security Employees (MACSE)
- Employer: AmeriGuard Security Services, Inc.

Signing date: 05/31/2011

Total Pages: 10

**LETTER OF UNDERSTANDING
BETWEEN
THE MARYLAND ASSOCIATION OF CORRECTIONS AND SECURITY OFFICERS
AND
AMERIGUARD SECURITY SERVICES, INC.**

Re: Physical Security Services at MCS Complex and related buildings in Baltimore, MD

IT IS AGREED between AmeriGuard Security Services, Inc. (AmeriGuard or Company) and the Maryland Association of Correctional & Security Officers (MACSE or Union) that effective as of 07/01/2011 the following changes and/or additions as outlined in the enclosed addendum will be made to the current CBA between AmeriGuard and MACSE as it relates to economics for Basic Wages, Holiday Benefits, Vacation Benefits, Sick Leave Benefits, Health & Welfare Benefits, Retirement Benefits, Uniform Allowance Benefits, and Jury Duty and Bereavement Leave. The economics discussed in this agreement will be effective for the period of July 1, 2011 through June 30, 2013 and the current CBA is therefore extended to cover that period also.

Both parties express a willingness to re-open negotiations regarding this CBA with respect to wages and fringe benefits (including health and welfare, pension, uniform allowance, sick leave, vacations, holidays jury duty and bereavement leave) anytime between April 1, 2013 and May 31, 2013.

Meanwhile, both parties agree that any changes to the existing CBA will be open for negotiations any time before April 1, 2013 as far as it relates to non-economics clauses. Both parties concur that it is their intent to finalize a new CBA in this regard by June 30, 2012 but that any changes to the current CBA will not relate to any economic changes but merely changes in language where deemed necessary.

This agreement is made this 31st day of May, 2011.

FOR THE UNION:

FOR THE COMPANY:

(b)(6)

Date: 05/31/2011

Date: 05/31/2011

5/31/11

ADDENDUM TO
LETTER OF UNDERSTANDING
BETWEEN
THE MARYLAND ASSOCIATION OF CORRECTIONS AND SECURITY
OFFICERS
AND
AMERIGUARD SECURITY SERVICES, INC.

ARTICLE 11 - WAGES

Article 11.1 Effective July 1, 2011, the base wages for bargaining unit employees who work an armed post shall be \$21.60 per hour; the base wages for bargaining unit employees who work an unarmed post shall be \$19.60 per hour; the base wages for bargaining unit employees who work an alarm monitor post shall be \$21.70 per hour.

Effective July 1, 2012, the base wages for bargaining unit employees who work an armed post shall be \$22.50 per hour; the base wages for bargaining unit employees who work an unarmed post shall be 20.50 per hour; the base wages for bargaining unit employees who work an alarm monitor post shall be \$22.60 per hour.

ARTICLE 12 - HOLIDAYS

Section 12.1 All Employees are entitled to the following eleven (11) paid holidays:
New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day,

Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day plus the Employee's Birthday.

Section 12.2 All Employees who are not required to work on a holiday shall be paid at their base hourly straight time wage rate, exclusive of any overtime or benefit allowance payments. The employee must work as scheduled or assigned on his/her last scheduled work day prior to or his/her first scheduled work day after the day on which the holiday is observed and the employee is not laid off or on a leave of absence to receive holiday pay. Any employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and, in addition, receive holiday pay providing the employee meets the requirements listed above. Holiday pay will be compensated in accordance with the schedule listed below:

<u>Regular Hours Worked during the Pay Period prior to the Holiday</u>	<u>Holiday Pay Hours</u>
71 – 80+	8
61 – 70	7
51 – 60	6
41 – 50	5
31 – 40	4
21 – 30	3
11 – 20	2
01 – 10	1

Section 12.3 An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay.

Section 12.4 Any holiday declared by Presidential Proclamation, or any other event, that specifically affects contractors and the services they provide resulting in post closures, will be observed and the employees will be compensated in the event the building closes, in conjunction with Article 12.2 only if the contractor is compensated by the U.S. Government for any related increased holiday pay expenses.

ARTICLE 13 - VACATIONS

Section 13.1 Employees shall be entitled to annual vacation pay, based on their continuous years of service in federal contracted security with the Employer (and its predecessor contractors at the CMS project site) and their base hourly wage at the time payment is made, in accordance with the following schedule:

- | | |
|--|-----------|
| (a) Upon completion of one (1) year service | 80 hours |
| (b) Upon completion of five (5) years of service | 120 hours |
| (c) Upon completion of fifteen (15) years of service | 160 hours |
| (d) Upon completion of twenty (20) years of service | 200 hours |

Section 13.2 Vacation will be vested upon the employee's anniversary date.

Employees shall be entitled to vacation pay as set forth above, but based on all regular hours worked. The hours will be calculated on the basis that an officer has worked a minimum of 1,920 hours per year. The calculation will go as follows: The amount of vacation leave you are entitled to under Section 13.1 multiplied by 60 minutes in an hour, divided by 1,920 hours which would result in the amount of minutes of vacation pay for each regular hour worked you will be entitled to. Vacation pay will be up to the maximum amount of hours you are entitled to under Section 13.1.

Section 13.3 An employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least four weeks prior to the requested vacation time off or as soon as reasonably possible. The Shift Supervisor (or other appropriate company representative) will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer consistent with: (i) the seniority of employees requesting vacation time off at the same time, (ii) the final scheduling of

vacation periods shall rest exclusively with the Employer in order to insure the orderly and efficient operations, and (iii) previously approved vacations will not be changed without the consent of the employee with the previously approved vacation.

Section 13.4 Vacation time shall not be cumulative from one anniversary to the next. Vested but unused vacation time shall be paid out to the employee on or before the employee's next anniversary date.

Section 13.5 Length of service with the Employer shall not accrue for the purpose of vacation benefits while an employee is on a leave of absence.

Section 13.6 The Employer shall inform any bargaining unit employee and provide detailed vacation time accrued information to date at no cost to the employee if the employee submits the company's PTO Request Form to their supervisor. The company will respond to PTO Request Forms detailing vacation and sick time within 7 business days.

ARTICLE 14 - HEALTH AND WELFARE ALLOWANCE

Section 14.1 Each employee must elect in writing one (1) of the following: (i) participation in the Maryland Association of Correctional and Security Employees, Inc. Health Fund with full benefits, in lieu of the Health and Welfare Allowance payments described in this Article, (ii) an amount equal to the Health and Welfare Allowance payments described in this Article contributed to the Security Workers 401(k) Fund, (iii) participation in the Maryland Association of Correctional and Security Officers Fund with limited benefits with the remaining amount allocated to the Security Workers 401(k) Fund or (iv) receipt as cash in your taxable wages, the Health and Welfare Allowance

payments described in this Article, less applicable withholding taxes, less 15% fees and employer payroll taxes and insurance costs to the employer but never less than the H&W rate listed in the applicable U.S. Department of Labor Wage Determination. The employee must show proof of alternative health coverage to the Union to opt out of the Maryland Association of Correctional and Security Employees, Inc. Health Fund.

Section 14.2 The Employer shall make Health and Welfare Allowance payments consistent with the election of the employee. If an employee fails to make an election, the employee shall be deemed to have elected to have their Health and Welfare allowance allocated to the Maryland Association of Correctional and Security Officers Health Fund. No employee shall receive Health and Welfare Allowance payments for more than 2,080 hours per Government contract year. Health and Welfare Allowance payments shall not be included for vacation time actually taken.

Section 14.3 Contributions for Health & Welfare shall be remitted by the Employer to the Maryland Association of Correctional and Security Officers Health Fund in a single lump sum by the 30th day of the month following the calendar month in which the employee was paid. Said contributions shall be provided for active bargaining unit employees pursuant to their election of Health & Welfare deduction authorizations in the form set forth in Section 13.1 above for so long as their authorizations remain in effect. Completed forms shall be submitted by the Union to the Employer's business office at any time during regular business hours and shall become effective as of the first payroll period ending within the first calendar month following the calendar month in which the authorization form is submitted to the Employer. Authorizations shall remain in effect

until the effective date of the employee's termination of employment with the Employer or when an election is changed during Open Enrollment, whichever first occurs.

Section 14.4 Effective July 1, 2011 the Health and Welfare Allowance to bargaining unit employees for the first forty (40) hours of any workweek actually worked is \$4.50 per hour. Effective July 1, 2012 the Health and Welfare Allowance to bargaining unit employees for the first forty (40) hours of any workweek actually worked is \$4.65 per hour.

ARTICLE 15 - RETIREMENT ALLOWANCE

Section 15.1 Effective July 1, 2011, the Employer will make a Retirement Allowance payment on behalf of each bargaining unit employee, to the Security Workers 401(k) Fund, at the rate of \$1.05 per hour, for each hour worked up to forty (40) hours per week, not to exceed 2,080 per year. Effective July 1, 2012, the Employer will make a Retirement Allowance payment on behalf of each bargaining unit employee, to the Security Workers 401(k) Fund, at the rate of \$1.10 per hour, for each hour worked up to forty (40) hours per week, not to exceed 2,080 per year.

ARTICLE 16 - UNIFORM ALLOWANCE

Section 16.1 Effective July 1, 2011 the Employer will make a Uniform Allowance payment on behalf of each bargaining unit employee at the rate of \$ 0.10 per hour, for each hour worked up to forty (40) hours per week. The employer-issued uniforms shall be replaced for normal wear at no cost to the employee. If employer-issued uniforms are damaged due to the employee's lack of regular maintenance or negligence or loss of a uniform item, the employee will be responsible for the replacement cost.

ARTICLE 17 - SICK LEAVE

Section 17.1 Bargaining unit employees shall earn up to 48 hours of paid sick leave per full government contract year. The hours will be calculated on the basis that an officer has worked a minimum of 1,920 hours per year. The calculation will go as follows: 48 hours of sick leave multiplied by 60 minutes in an hour, divided by 1,920 hours, which would result in 1.5 minutes of sick leave earned for each hour worked. This will be up to a maximum of 120 minutes of sick leave per pay period (2 hours).

Section 17.2 An employee who is absent due to illness or injury seeking sick leave pay shall be required to provide the employer a physician's statement supporting the employee's absence. Sick leave time off must be approved by the employee's immediate supervisor or the Project Manager and shall be taken in no less than four (4) hour increments. Approved sick leave shall be regarded as an excused absence.

Section 17.3 Any employee who is unable to report to work because of sickness shall notify the Employer at least two (2) hours prior to the beginning of his/her regular shift.

Section 17.4 Earned sick leave will be paid to each employee at the employee's base hourly rate of pay at the time earned and shall be paid on the payroll immediately following the sick leave. Unused sick leave will not carry over from contract year to contract, but will be paid at 50% of the earned amount within 45 days after the end of the calendar year.

Section 17.5 A note from a doctor shall not be required for sick leave of less

than two consecutive days unless, (i) as a result of a pattern of absences by the employee, (ii) the Employer has reason to suspect that the employee is not sick, or (iii) all of the then earned sick leave has been used.

Section 17.6 If an employee covered by this Agreement has not become a member of the Union or is a probationary employee, they shall not receive sick leave.

ARTICLE 19 - BEREAVEMENT LEAVE AND JURY DUTY

Section 19.1 Bargaining unit employees shall be eligible for up to three (3) days of paid bereavement leave for purposes of attending, on a day normally scheduled to work, the funeral of a parent, step parent, foster parent, spouse, child, sibling, grandparent or grandchild. Five (5) days of bereavement leave shall be authorized for employees who must travel 400 miles or more for the burial. Unpaid leave of up to three (3) days shall be given for purposes of attending the funeral of a father-in-law or mother-in-law. The employee must provide his/her immediate supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for funeral leave in order to be paid for this benefit. Proof of death (i.e. obituary, death certificate or funeral service program, stating your relationship to the deceased) must be provided to the Employer upon the employee's return to work. Bereavement days shall not be cumulative, nor shall they be payable if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, in accordance with the amount of hours normally worked on the day(s) covered under this Section.

Section 19.2 Employees shall be eligible for paid leave for a period of up to ten (10) working days to serve on a jury. No compensation shall be paid by the employer for jury

duty on Saturday, Sunday 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. The employee must provide his/her immediate supervisor with prior written notice of the requirement to serve on a jury as soon as notice is received in order to be paid for this benefit but within 72-hours after receiving notice of such jury duty summons. Written proof of jury service must be provided to the Employer. Jury duty days shall not be cumulative, nor shall they be paid if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, less all amounts received by the employee from any court, government agency or other employer to serve on a jury. If jury duty exceeds ten days, the employer will provide authorized unpaid time off to the employee to meet his/her jury duty obligations.

END OF ADDENDUM

CBA - PSOs at CMS - Document # 5

Letter of Understanding

Period: 02/01/2013 through 06/30/2014

Parties:

- Union: Maryland Association of Correctional and Security Employees (MACSE)
- Employer: AmeriGuard Security Services, Inc.

Signing date: 01/22/2013

Total Pages: 4

**LETTER OF UNDERSTANDING
BETWEEN
THE MARYLAND ASSOCIATION OF CORRECTIONS AND SECURITY OFFICERS
AND
AMERIGUARD SECURITY SERVICES, INC.**

Re: Physical Security Services at CMS Complex and related buildings in Baltimore, MD

IT IS AGREED between AmeriGuard Security Services, Inc. (AmeriGuard or Company) and the Maryland Association of Correctional & Security Officers (MACSE or Union) that effective as of 02/01/2013 the following changes and/or additions as outlined in this Letter of Understanding will be made to the current CBA between AmeriGuard and MACSE as it relates to economics for Basic Wages, Health & Welfare Benefits, and Uniform Allowance Benefits. The economics discussed in this agreement will be effective through June 30, 2014 and the current CBA is therefore extended to cover that period also. Any CBA articles listed in this Letter of Understanding are understood to replace those articles (Number and/or Title / Topic) from the original CBA, and/or any related assumption agreement and/or any related bridge agreement and/or any related subsequent Letter of Understanding and/or Addendum to the original CBA and/or any periodic updates of said CBA.

ARTICLE 11 - WAGES

Article 11.1 Effective July 1, 2012, the base wages for bargaining unit employees who work an armed post is \$22.50 per hour; the base wages for bargaining unit employees who work an unarmed post is 20.50 per hour; the base wages for bargaining unit employees who work an alarm monitor post is \$22.60 per hour. Effective July 1, 2013, the base wages for bargaining unit employees who work an armed post shall be \$23.05 per hour; the base wages for bargaining unit employees who work an unarmed post shall be \$21.05 per hour; the base wages for bargaining unit employees who work an alarm monitor post shall be \$23.15 per hour.

ARTICLE 14 - HEALTH AND WELFARE ALLOWANCE

Section 14.1 Health and Welfare (H&W) benefits will be provided to all non-probationary employees. Effective February 16, 2013 Health and Welfare benefits provided through the Maryland Association of Correctional and Security Employees, Inc. Health Fund will consist of: (1) a Fair Share Insurance / Pension Contribution benefit and

MACSE initial
AmeriGuard initial

(b)(6)

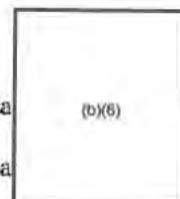
(2) an elective Health Insurance benefit. All non-probationary employees will automatically participate in the MACSE provided Fair Share Insurance / Pension Contribution benefit.

Section 14.2 In regards to the elective health insurance benefit, each employee must elect in writing to MACSE one (1) of the following: (i) participation in the Maryland Association of Correctional and Security Employees, Inc. Health Fund with full benefits, in lieu of the elective Health Insurance benefit described in this Article, (ii) an amount equal to the Health Insurance Benefit described in this Article contributed to the Security Workers 401(k) Fund, (iii) participation in the Maryland Association of Correctional and Security Officers Fund with limited benefits with the remaining amount allocated to the Security Workers 401(k) Fund, or (iv) the elective Health insurance benefit payments described in this Article received as cash in your taxable wages. The employee must show proof of alternative health coverage to the Union to opt out of the Maryland Association of Correctional and Security Employees, Inc. Health Fund.

Section 14.3 The Employer shall make Health Insurance benefit payments consistent with the election of the employee. If an employee fails to make an election, the employee shall be deemed to have elected to have their entire Health Insurance benefit allowance allocated to the Maryland Association of Correctional and Security Officers Health Fund. Employees shall only receive Health and Welfare Allowance benefits for regular hours worked and no more than 40 hours per week.

Section 14.4 Contributions for Health & Welfare shall be remitted by the Employer to the Maryland Association of Correctional and Security Officers Health Fund in a single lump sum by the 45th day of the month following the calendar month in which the employee was paid. Said contributions shall be provided for active bargaining unit employees pursuant to their Health & Welfare benefit elections in the form set forth in Section 13.2 above for so long as their authorizations remain in effect. MACSE will provide AmeriGuard a listing of members who have elected the Health Insurance benefit in cash at any time during regular business hours and this election shall become effective as of the first payroll period ending within the first calendar month following the calendar month in which the authorization listing is submitted to the Employer. Authorizations shall remain in effect until the effective date of the employee's termination of employment with the Employer or when an election is changed during Open Enrollment, whichever first occurs.

MACSE initial
AmeriGuard initial



Section 14.5 Effective July 1, 2011 and respectively effective July 1, 2012 the Health and Welfare Allowance to non-probationary bargaining unit employees for the first forty (40) hours of any workweek actually worked have been as follows:

Benefit Description	Elective Health Benefit as of 07/01/11	Elective Health Benefit as of 07/01/12
Option 1: Participation in the Maryland Association of Correctional and Security Employees, Inc. Health Fund with full benefits as follows	\$4.50	\$4.65
Option 2: Health and Welfare Allowance payments contributed to the Security Workers 401(k) Fund as follows	\$4.50	\$4.65
Option 3: Participation in the Maryland Association of Correctional and Security Officers Fund with limited benefits with the remaining amount allocated to the Security Workers 401(k) Fund as follows	\$4.50	\$4.65
Option 4: Receipt of Health Insurance Benefits as cash in your taxable wages as follows	\$3.83	\$3.95

Effective February 16, 2013 the Health and Welfare Allowance to bargaining unit employees for the first forty (40) hours of any workweek actually worked will be as follows:

H&W Benefit Description	Fair Share Insurance / Pension Contribution Benefit	Elective Health Insurance Benefit	Total H&W Benefit
Option 1: Participation in the Maryland Association of Correctional and Security Employees, Inc. Health Fund with full benefits as follows	\$0.50	\$4.15	\$4.65
Option 2: Health and Welfare Allowance payments described in this Article contributed to the Security Workers 401(k) Fund as follows	\$0.50	\$4.15	\$4.65
Option 3: Participation in the Maryland Association of Correctional and Security Officers Fund with limited benefits with the remaining amount allocated to the Security Workers 401(k) Fund as follows	\$0.50	\$4.15	\$4.65
Option 4: Receipt of Elective Health Insurance Benefits as cash in your taxable wages as follows	\$0.50	\$3.55	\$4.05

MACSE initial
AmeriGuard initial

(b)(6)

Section 14.6 On an annual basis, the Union will provide to AmeriGuard any plan documents deemed necessary by AmeriGuard to assess if the Health Insurance Plan and the Fair Share Insurance / Pension Contribution Benefit Plan are bona fide insurance plans in compliance with applicable Department of Labor and/or Department of Health & Human Services and/or any other applicable U.S. Government regulatory agency rules and regulations.

ARTICLE 16 - UNIFORM ALLOWANCE

Section 16.1 Effective July 1, 2013 the Employer will provide one (1) replacement long-sleeve or one (1) replacement short-sleeve shirt per year at no cost if necessary subject to the uniform shirt being replaced showing reasonable wear and tear. If employer-issued uniforms are damaged due to the employee's lack of regular maintenance or negligence or loss of a uniform item, the employee will be responsible for the replacement cost.

Both parties agree that any changes to the existing CBA will be open for negotiations any time before April 1, 2013 as far as it relates to non-economics clauses. Both parties concur that it is their intent to finalize a new CBA in this regard by April 1, 2013 but that any changes to the current CBA will not relate to any economic changes but merely changes in language where deemed necessary.

This agreement is made this 23rd day of January, 2013.

FOR THE UNION:

FOR THE COMPANY:

(b)(6)

Date: 01/22/2013

Date: 01/22/2013

END OF LETTER OF UNDERSTANDING