

Company Name:
Paragon Systems

Contract Number:
GS-07F-0418K (GS07F0418K)
HSCEGI-07-A-00013 (HSCEGI07A00013)

Solicitation Number:
HSCEGI-07-Q-00003 (HSCEGI07Q00003)

Period of Performance:
8/31/2007 through 11/30/2012

Services Provided:
Providing armed and unarmed security guard services throughout the State of South Carolina (SC).

1. REQUISITION NUMBER: _____ PAGE OF: 1 2
 2. CONTRACT NO. HSCEGI-07-A-00013
 3. AWARD EFFECTIVE DATE: 08/31/2007
 4. ORDER NUMBER: _____
 5. SOLICITATION NUMBER: _____
 6. SOLICITATION ISSUE DATE: _____

7. FOR SOLICITATION INFORMATION CALL: Jennifer McGivern
 b. NAME: Jennifer McGivern
 b. TELEPHONE NUMBER: 215- [REDACTED] b6
 (No collect calls)
 8. OFFER DUE DATE/LOCAL TIME: _____

9. ISSUED BY: ICE/FPS/EAST
 CODE: ICE/FPS/EAST
 ICE/FPS/East CCG/Region 4
 Immigration and Customs Enforcement
 Federal Protective Service
 Office of Acquisition Management
 701 Market Street, Suite 400
 Philadelphia PA 19106
 10. THIS ACQUISITION IS:
 UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)
 NAICS: 561612
 SIZE STANDARD: \$17.00

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS: As Indicated On Each Call
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)
 13b. RATING: _____
 14. METHOD OF SOLICITATION:
 IRFQ IFB RFP

15. DELIVER TO: As Indicated On Each Call
 CODE: _____
 16. ADMINISTERED BY: ICE/FPS/EAST C
 CODE: ICE/FPS/EAST C
 ICE/FPS/East CCG/Region 4
 Immigration and Customs Enforcement
 Ofc of Acquisition Management - FPS
 77 Forsyth Street, Suite 700
 Valerie Frazier
 Atlanta GA 30303

17a. CONTRACTOR/OFFEROR: PARAGON SYSTEMS, INC
 14160 NEWBROOK DR.
 SUITE 150
 CHANTILLY VA 201512297
 CODE: 1753576720000
 FACILITY CODE: _____
 18a. PAYMENT WILL BE MADE BY: As Indicated On Each Call
 CODE: _____

TELEPHONE NO.: _____
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #GS-07F-0418K This Blanket Purchase Agreement (BPA) is issued against GSA Contract Number GS-07F-0418K in response to Request for Quotation Number HSCEGI-07-Q-00003 for Armed Security Guard Services throughout the State of South Carolina. This BPA will remain in effect for up to five (5) years. Specific periods will be identified within the individual call orders issued hereunder. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: As Indicated On Each Call
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND 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 OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN
 29. AWARD OF CONTRACT REF. SC Guard Svcs OFFER DATED 04/24/2007. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: all

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): 

30b. NAME AND TITLE OF SIGNER (Type or print): Leslie Kaiban Pres
 30c. DATE SIGNED: 8-31-07
 31b. NAME OF CONTRACTING OFFICER (Type or print): Patricia R. Campbell
 31c. DATE SIGNED: 8-31-07

**South Carolina Equitable Adjustment 2007-2008
Summary Worksheet**

		Old rate	New rate
Hourly wage increase from Adjustment work sheet tab	\$		
add vacation, holiday and training	\$		
Total hourly increase	\$	\$	\$

vacation ,holiday, training computation

	vacation hours	holiday hours	Training hours	total hours
total employees	b4			
hourly rate increase above total				\$
total hours for year				\$
increase hourly rate				\$

**Attachment #1
SCHEDULE OF PRICES
STATE OF SOUTH CAROLINA**

BASE YEAR (Performance Period 1 Nov 2007 - 31 Oct 2008)

CLIN	DESCRIPTION	RATE
CLIN 0001	BASIC SERVICES	\$ [REDACTED]
CLIN 0002	TEMPORARY OR SPECIAL ADDITIONAL SERVICES	\$ [REDACTED]

YEAR 2 (Performance Period 1 Nov 2008 – 31 Oct 2009)

CLIN	DESCRIPTION	RATE
CLIN 0003	BASIC SERVICES	\$ [REDACTED]
CLIN 0004	TEMPORARY OR SPECIAL ADDITIONAL SERVICES	\$ [REDACTED]

YEAR 3 (Performance Period 1 Nov 2009 - 30 Nov 2010)

CLIN	DESCRIPTION	RATE
CLIN 0005	BASIC SERVICES	\$ [REDACTED]
CLIN 0006	TEMPORARY OR SPECIAL ADDITIONAL SERVICES	\$ [REDACTED]

YEAR 4 (Performance Period 1 Nov 2010 – 30 Nov 2011)

CLIN	DESCRIPTION	RATE
CLIN 0007	BASIC SERVICES	\$ [REDACTED]
CLIN 0008	TEMPORARY OR SPECIAL ADDITIONAL SERVICES	\$ [REDACTED]

YEAR 5 (Performance Period 1 Dec 2011 – 30 Nov 2012)

CLIN	DESCRIPTION	RATE
CLIN 0009	BASIC SERVICES	\$ [REDACTED]
CLIN 0010	TEMPORARY OR SPECIAL ADDITIONAL SERVICES	\$ [REDACTED]

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STATEMENT OF WORK

1 Introduction

1.1 Use of Acronyms

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

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

1.2 Introduction (General)

This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS).

- A. As an integral component of the FPS security effort, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW and in various sections of this BPA. The Contractor shall perform to the standards required in this BPA and

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will be expected to work closely with FPS representatives throughout the duration of the BPA.

- B. **Important Note:** Where the Government identifies and references specific BPA Section numbers, that reference refers to that Section in its entirety, including every subsection having the same letter and/or letter-number prefix. For example, a reference to the requirements of “Section III” includes all of Section III. Similarly, a reference to Section 7 includes Sections 7.1, 7.2, and so on, through the last subsection identified with a prefix of “7.”

1.3 Introduction (FPS)

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

1.4 Introduction (The BPA)

The Government contemplates issuance of a Firm-Fixed Price Blanket Purchase Agreement against the GSA Schedule contract.

1.5 Introduction (BAP Calls)

- A. A “call” will be issued for services required under this BPA and will be ordered using an Optional Form 347 (OF-347), order for Supplies and Services, with a unique call number.
- B. Each call issued by the Contracting Officer (CO) shall contain the specific building(s), post locations, hours of service, and period of service required by the Government.

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- C. Under the Changes Clause of the Basic GSA schedule contract, the Government has the unilateral right to add, decrease, cancel, or modify services stated in each call issued, as long as the change is within the scope of the BPA and calls against the BPA. The Contractor will be obligated to provide services at the specified hourly rates contained in the BPA. All modifications to the BPA and calls will be accomplished using a Standard Form 30 (SF30) (form subject to change), Amendment to Solicitation/Modification of Contract. If the Government has new requirements that are not directly related to an existing call but are within the scope of this BPA, those services will be ordered by a separate call.
- D. Temporary or Special Additional Services (TAS/SAS) will be issued through separate calls. Depending on the circumstances of each order, TAS/SAS orders may be issued verbally between the CO and/or his/her designated representative and the Contractor and formalized in a written call as soon as possible after the order is made.

2 BPA Start-Up, Review, and Follow-Up

2.1 Conferences and Meetings

- A. Immediately after the establishment of the BPA(s) and prior to the Contractor's performance at the work site(s), the FPS CO shall notify the Contractor, and the FPS Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total BPA requirements and a review of the Contractor's Transition Management Plan.
- B. During the performance of the BPA, the FPS CO, COTR, and the Contractor shall meet annually or on an as-needed basis to discuss all relevant BPA issues. A mutual effort will be made to resolve all problems identified. The Contractor and the CO shall sign the written minutes of these meetings, which will be prepared by the Government and incorporated into the contract file. Should the Contractor not concur with the minutes, the Contractor shall state, in writing to the CO, any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the report in the BPA file.
- C. The Government will allow only a 60-day start-up from date of award of the contract to the initial start of performance for the state of South Carolina. . The Government will allow only a 90-day start-up from date of award of the contract to the initial start of performance for the state of Georgia.

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

3.1 Prior to Commencement of Work

- A. The Contractor will perform services in the States of Georgia and/or South Carolina. The Contractor must possess ALL licenses required to perform services in the States of Georgia and/or South Carolina.
- B. The applicable licensing authorities that are known to the Government at this time are: Georgia Board of Private Detective and Security Agencies located at 237 Coliseum Drive, Macon, Georgia 31217-3858, phone (478) 207-1354, or P.O. Box 13446, Macon, Georgia 31208, phone (478) 207-2440, web site <http://www.sos.state.ga.us/plb/detective>
- C. The applicable licensing authorities that are known to the Government at this time are: South Carolina Law Enforcement Division (SLED), Attn: Regulatory Unit, P.O. Box 21398, Columbia, SC 29221 or SLED, Attn: Regulatory Unit, 4400 Broad River Road, Columbia, SC 29210.
- D. **Important Note:** The Contractor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. **This information is provided as a guide only. The Contractor must verify and comply with all Federal, State, and Local requirements, whether listed here or not.**
- E. Prior to commencement of work under this BPA, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the state or local jurisdiction in which the services are to be performed to:
1. Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes. The Contractor will not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications. Contractor services rendered by a Security Guard lacking appropriate permits and certifications are non-conforming; such a breach is subject to legal remedy authorized by Federal Acquisitions or statutes.
 2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under this BPA.
 3. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual contractor employees) to the CO prior to the BPA start date and again within 15 days after each renewal of the one year

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ordering period by the Government. The Contractor shall complete and certify a written record that shows names and issue dates for each contractor employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any work. The Contractor shall provide an updated record to the Government upon the CO's or COTR's request. The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the duration of this BPA.

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

F. **Important Note:** Failure by the Contractor to obtain all required licenses after award of the BPA will be grounds for termination for cause.

3.2 During Performance of BPA

- A. In performance of work under this BPA, the Contractor shall be responsible for maintaining current, valid copies of all licenses, permits, certifications, and registrations and for complying with all applicable Federal, state, and local laws and regulations associated with licensing and permit issuance. The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request, at any time, during the duration of this BPA.
- B. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the course of the BPA, including any and all additional ordering periods the Government awards. The costs associated with this requirement must be factored into the Contractor's hourly rate, as they will not be itemized or paid for separately by the Government.
- C. Failure by the Contractor to maintain valid licenses and permits will be cause for the Government to take Contractual actions, up to and including termination for default. For instance, if an armed guard's firearms permit expires, and he/she is legally required to possess a valid license while armed, the CO will require that the guard be removed from the post until a valid permit is obtained. If the Contractor fails to renew a required license and the controlling authority (state, local, etc) orders the Contractor to cease performance until the license is renewed, the Government may terminate the BPA or call for causet or take other remedies, such as issuing a Stop Work Order, obtaining performance by other sources, and deducting those costs from the price.
- D. Where contractor employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the Contractor shall remunerate the employee for all costs and fees associated with obtaining the required license/permit.

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Under no circumstances shall a contractor employee be required to pay for a contractually required license or permit without being fully reimbursed by the Contractor.

- E. Armed security guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed security guard to carry a valid firearm certificate or permit while on duty shall result in the security guard being removed from the armed post until the certificate or permit is obtained.

4 Qualifications of Personnel

4.1 General Qualifications

- A. Subject to existing law, regulations and/or other provisions of this BPA, illegal or undocumented aliens will not be employed by the Contractor, or with this BPA. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this BPA.
- B. To be eligible to perform under this BPA, all uniformed contractor employees must meet, to the satisfaction of the CO and COTR, the following requirements:
1. Be a citizen of the United States of America.
 2. Have a Social Security Card issued and approved by the Social Security Administration.
 3. Be at least 21 years of age. While there is no limit as to the maximum age of security guards, all security guards must be able to withstand the physical demands of the job and must be capable of responding to emergencies.

Note: At the request of the COTR, the CO may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.

4. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
5. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual security guards may be an asset to the Contractor, but in no circumstances should the Contractor permit a security guard who does not have a good command of the English language to work under this BPA.
6. And meet *one* of the following experience/education requirements:

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- a. Three years of security experience within the past five years; or
- b. An Associate's Degree in a related field and at least one year of experience; or
- c. Three years of military or National Guard (active duty or reserve) experience; or
- d. Successful completion of Police Officer's Standard Training (POST) course; or
- e. Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework related in the field).

Note: The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

C. Prior to working under the BPA, every supervisor and guard must possess a valid FPS certification card. The FPS certification card is evidence that the guard has:

1. Received a favorable adjudication from FPS;
2. Passed the medical examination;
3. Completed the required training;
4. Passed the required examination(s);
5. And meets all other qualification criteria to be an FPS contract security guard.

5 Quality Control

5.1 Contractor-Provided Quality Control Plan

A. Adequate and consistent quality control is an essential component of successful performance. The Contractor shall develop and adhere to the Quality Control Program which should be submitted to the Government upon BPA award. The Contractor's Quality Control Program shall include, but not be limited to, the following areas:

1. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors. (This does not pertain to routine inspections performed by Area Supervisors as part of their normal duties.)
2. Quality Control Inspection Check Lists used to conduct inspections which include, as a minimum, checks of: equipment, uniform and appearance; attendance and/or compliance with (DHS form TBD) Sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating

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

3. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when the Contractor's Quality Control Monitors or the Government notes superior or deficient performance.
 4. Resumes for all employees appointed to serve as Quality Control Monitors. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this BPA.
- B. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file at the Contractor's facility in sequence by inspection date for all inspections made during the entire BPA period. Follow-up reports shall be prepared and maintained in the above manner.
 - C. Inspections shall be conducted by the Contractor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan.
 - D. The Contractor's Quality Control Monitors must be identified and their resumes submitted in writing by the Contractor to the CO and COTR for approval prior to them performing any inspections under the BPA. All changes in appointments shall require the same approval.
 - E. The Contractor shall maintain a file of all inspection reports related to the BPA and shall make those reports available to the CO or COTR upon request. The CO or COTR may also request a copy of each inspection report to be forwarded at the time it is prepared. The Contractor shall brief the COTR of any serious problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem.
 - F. If the Contractor's performance indicates that additional quality control measures are needed, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the BPA and adherence to their Quality Control Plan.
 - G. The Government shall consider the Contractor's adherence to their stated Quality Control Plan during annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan's schedules, methods, forms, etc., may result in Contractual actions being taken by the Government (e.g., the CO has the authority to negotiate and take an equitable adjustment from the Contractor's monthly payment for Quality Control not provided) Repeated offences can result in termination for cause.

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5.2 Government-Provided Quality Control

- A. The Government shall use all methods deemed necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the security guards' actions; and surveys of building tenants regarding the security guards' performance, including the security guards' professionalism, courtesy, and knowledge of their assigned duties.
- B. In the event a serious breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COTR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).

Para 5.2.C Deleted.

6 Services Required – Non-Supervisory Security Guards

6.1 Order of Precedence

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

- A. The BPA, including the call(s);
- B. The Security Guard Post Assignment Record (DHS form TBD);
- C. The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);
- D. Security Guard Information Manual (SGIM)

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

6.2 Security Guard Post Assignment Record

- A. Security guards shall perform all tasks in accordance with the duties outlined on the Security Guard Post Assignment Record (Post Orders), which are prepared by FPS for all shifts on each post. The Post Orders define the specific duties that the contract security guards are to perform. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the COTR. The FPS COTR may modify, amend, and/or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the BPA scope has no impact on price. Such changes shall not require modification to the BPA or call.

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- B. The duties of most security guard posts require that a security guard not leave his post until properly relieved. Where this is required, it will be specifically stated on the Post Orders. Additionally, each task order will identify posts that require relief breaks.
- C. Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the call price, must be made by the CO through a written modification to the individual call. The Contractor may be financially liable for accepting or implementing changes by anyone other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a BPA or call modification.

6.3 Typical Duties

- A. Security guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have a Security Guard Post Assignment Record (Post Orders) and an Officer's Duty Book.
- B. Security guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with post orders.
- C. Security guard post assignments may include, but are not limited to the following duties and responsibilities:
 - 1. Access control;
 - 2. Package screening;
 - 3. Personnel screening;
 - 4. Traffic control;
 - 5. Visitor processing;
 - 6. Vehicle inspection;
 - 7. Communications and dispatching;
 - 8. Patrol operations;
 - 9. Emergency and event response;

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10. Raising and lowering flags.

- D. Security guards should be familiar with the area of their posts. Off-going guards should provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.

6.3-1 Access/Egress Posts

- A. Security guards must be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.
- B. Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the post orders.
- C. Security guards will control access to the post area by observing, detecting, and reporting violations of post regulations as directed by the Post Orders. Security guards must provide and maintain complete and effective surveillance, inspection and protection of all internal and perimeter areas within the designated parameters and limits of the assigned post.
- D. Security guards will process visitors as directed in the Post Orders by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are presented for appropriate personnel and package screening.
- E. Security guards shall perform package inspection when and as directed by the Security Guard Post Assignment Record (Post Orders), or as directed by the COTR in the event of an emergency or an elevated security posture. These inspections may be conducted using automated technology or by manual, visual surveillance and include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, valises, and other containers in the possession of visitors, employees, and other persons arriving on, working at, visiting, or departing from the facility. Admittance will be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- F. Security guards will be responsible for operating all security equipment on post, such as X-ray machines, magnetometers, and closed circuit television (CCTV). No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.
- G. Security guards will be required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, under-carriage inspection systems, active traffic barriers,

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and other automated security devices. The results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.

- H. Security guards will be required to answer questions and provide directions to visitors and building tenants. Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information to any visitor upon request.

6.3-2 Roving Posts

- A. Security guards will conduct patrols in accordance with routes and schedules established in the Post Orders. They will observe, detect, report, and respond to all suspected or apparent security violations. Roving security guards will be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.
- B. Some posts may require a combination of fixed hours at a security guard booth and roving patrols. Security guards should adhere to the patrol schedule as outlined in the post orders or as directed by the COTR. While roving, the security guard will store their Security Guard Post Assignment Record (Post Orders) and Officer's Duty Book at the central control point.

6.3-3 Traffic Control

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

6.3-4 Receipt, Use, and Safeguarding of Keys

- A. Based on the Post Orders and coordination with the COTR, security guards will be responsible for receiving and using keys, "key cards," lock combinations, etc, that are issued for the security guards' use. Keys and access control devices must be safeguarded and secured as sensitive assets as directed by Post Orders. All such keys and access devices are the property of the Government and are to be returned to the issuing agency at the expiration of the BPA.

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- B. Security guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the FPS MegaCenter, the COTR, and the security guard's supervisor as soon as the security guard detects the loss or the problem. The Contractor shall reimburse the Government for costs associated with lost, stolen, or damaged keys and access control devices that were under the control of a contract security guard at the time of their disappearance. The MegaCenters support Department of Homeland Security (DHS) FPS alarm monitoring, emergency dispatch, radio and telephone communications, offense/incident recording and transcription services, data entry, security systems technical services, and records management activities throughout the United States.
- C. Refer to Paragraph 17. Accountability for Government Property, for additional information regarding the use and handling of Government furnished property.

6.3-5 Security and Fire Systems

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

6.3-6 Utility Systems

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

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- C. Security guards are not janitors, building maintenance staff, delivery persons, receiving officials, or mechanics, and will not be required or expected to provide any building systems services except the very basic functions as required in the post orders.

6.3-7 Building Rules and Regulations

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

6.3-8 Physical Security, Law and Order

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

6.3-9 Unauthorized Access

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

6.3-10 Hazardous Conditions

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

6.3-11 Response to Injury or Illness

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

6.3-12 Additional Duties

Security guards shall turn off unnecessary lights; check safes and security containers, lock repositories, and cabinets; close and secure open windows; close and secure doors, gates and

other facility access points; and perform any other additional duties as prescribed in the Post Orders.

6.3-13 Reports, Records, and Testimony

- A. Security guards shall prepare and maintain required reports in accordance with the Post Orders regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the COTR.
- B. While on duty, security guards shall verbally report threatening circumstances and potentially threatening activities they observe to the Guard Supervisor, FPS MegaCenter, those official specified in the Security Guard Post Assignment Record (Post Orders), and when possible, to the COTR. Whenever possible, security guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support to lessen or eliminate the potential threat.
- C. Security guards may be required to testify in various judicial proceedings on behalf of the Government. Security guards shall coordinate all BPA/call-related court appearances with the COTR. BPA/call-related court testimony on behalf of the Government shall take priority over all other Contractor-scheduled duties. Security guards who are required to make a court appearance shall be remunerated by the Contractor at the same hourly rate they would earn while on duty, and the Contractor shall in turn be remunerated by the Government. The Contractor shall be required to invoice for the actual hours the security guard spent at court (including transit times from the duty station to the court), whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying security guard may be required). Unless otherwise required by the COTR, contractor employees who are scheduled to testify on behalf of the Government shall appear for court testimony in full uniform, but without weapons/firearms.
- D. The Contractor shall provide qualified contract security guards to fulfill post requirements affected by contractor employees testifying on behalf of the Government.

6.3-14 Civil Disturbances

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

6.3-15 Emergencies

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

6.3-16 Primary Security Responses

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

6.4 Recording Presence

- A. The Contractor's employees shall sign-in when reporting for work and shall sign-out when leaving using the Contract Security Guard Duty Register. Contractor employees who patrol between buildings will sign in and out at each building visited. The Government shall specify the on-site registration points and the Contractor must use those points for this purpose. Contractor employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief security guards will sign in and out at each post visited.
- B. Each successively lower line on the Contract Security Guard Duty Register must be completed in chronological order without exception. Lines may not be left blank among signatures in any period. No more than one line may be used to enter a calendar date for separating individual workdays.
- C. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be credited for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the Contract Security Guard Duty Register, the Contractor employee should draw a single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheet's) will be used to record all information in the correct manner. The Contractor must attach a detailed memorandum of explanation to each Contract Security Guard Duty Register containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes. Payment of invoices is based on these procedures.

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- D. The Contract Manager, Assistant Contract Manager, or Guard Supervisor will collect all original Contract Security Guard Duty Registers and submit to the COTR weekly. Invoice payment shall not be made until all of the original Contract Security Guard Duty Registers are received by the COTR.

7 Key Personnel

After BPA award, the contractor is required to submit key personnel resumes as shown in exhibit 6B, for any personnel designated as “Key Personnel”. Key personnel under this BPA are the Contract Manager (CM), Assistant Contract Manager, Supervisors and Trainers.

7.1 Special Requirements for Contract Managers and Assistant Contract Managers

- A. The Contractor shall submit a Key Personnel Resume clearly detailing the individual’s qualifications and demonstrating that the proposed CM/ACM meets the requirements listed here. If the proposed CM/ACM does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed CM/ACM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM/ACM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed CM/ACM possesses the ability to effectively manage a security guard contract of the size and scope described in this BPA. The CO must approve the proposed CM/ACM prior to his/her assignment under this BPA.
- B. The CM/ACM must have either completed a four year course of study leading to a bachelor’s degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual’s capacity to effectively manage a security guard Contract/BPA of the size and scope described in this SOW.

This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.

7.2 Services Required- Contract Manager and Assistant Contract Manager

- A. The Contractor shall propose, identify, and provide to the Government an experienced Contract Manager (CM) and Assistant Contract Manager (ACM) who shall have complete authority to act for the Contractor during the term of the BPA. **The duties of the CM/ACM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the BPA/CALL or any other guard Contract administered by FPS.** The CM/ACM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM/ACM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the BPA requirements. The CM/ACM must completely understand the operational requirements of this BPA, including:
1. Functions of both the productive and supervisory staff
 2. Location(s) of service
 3. Method of operation and equipment required at each post
 4. Contents of general and specific post orders
- B. The CM/ACM should conduct regularly scheduled meetings with supervisory staff to continually evaluate security officer performance and review operational procedures.
- C. The CM/ACM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.
- D. The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the BPA. The South Carolina Contract Manager's office shall be located in Columbia, SC no further than 10 miles from the Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201. The Georgia Contract Manager's office shall be located in the Atlanta in close proximity to DHS/Justice Building currently being constructed at 180 Spring Street. The Georgia Assistant Contract Manager's Office shall be located in Macon, Georgia. The Contractor will be responsible to provide their own office space for the CM/ACM.
- E. The CM/ACM is a salaried managerial position not specifically required in the line item(s) identified in this SOW. Therefore, the Contractor shall factor all costs associated with providing a CM/ACM into their Offering prices (e.g., as overhead/G&A), as they will not be itemized or paid for separately by the Government.

7 Key Personnel

After BPA award, the contractor is required to submit key personnel resumes as shown in exhibit 6B, for any personnel designated as “Key Personnel”. Key personnel under this BPA are the Contract Manager (CM), Assistant Contract Manager, Supervisors and Trainers.

7.1 Special Requirements for Contract Managers and Assistant Contract Managers

- A. The Contractor shall submit a Key Personnel Resume clearly detailing the individual’s qualifications and demonstrating that the proposed CM/ACM meets the requirements listed here. If the proposed CM/ACM does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed CM/ACM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM/ACM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed CM/ACM possesses the ability to effectively manage a security guard contract of the size and scope described in this BPA. The CO must approve the proposed CM/ACM prior to his/her assignment under this BPA.
- B. The CM/ACM must have either completed a four year course of study leading to a bachelor’s degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual’s capacity to effectively manage a security guard Contract/BPA of the size and scope described in this SOW.

This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.

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7.2 Services Required- Contract Manager and Assistant Contract Manager

- A. The Contractor shall propose, identify, and provide to the Government an experienced Contract Manager (CM) and Assistant Contract Manager (ACM) who shall have complete authority to act for the Contractor during the term of the BPA. **The duties of the CM/ACM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the BPA/CALL or any other guard Contract administered by FPS.** The CM/ACM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM/ACM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the BPA requirements. The CM/ACM must completely understand the operational requirements of this BPA, including:
1. Functions of both the productive and supervisory staff
 2. Location(s) of service
 3. Method of operation and equipment required at each post
 4. Contents of general and specific post orders
- B. The CM/ACM should conduct regularly scheduled meetings with supervisory staff to continually evaluate security officer performance and review operational procedures.
- C. The CM/ACM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.
- D. The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the BPA. The South Carolina Contract Manager's office shall be located in Columbia, SC no further than 10 miles from the Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201. The Georgia Contract Manager's office shall be located in the Atlanta in close proximity to DHS/Justice Building currently being constructed at 180 Spring Street. The Georgia Assistant Contract Manager's Office shall be located in Macon, Georgia. The Contractor will be responsible to provide their own office space for the CM/ACM.
- E. The CM/ACM is a salaried managerial position not specifically required in the line item(s) identified in this SOW. Therefore, the Contractor shall factor all costs associated with providing a CM/ACM into their Offering prices (e.g., as overhead/G&A), as they will not be itemized or paid for separately by the Government.

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NOTE: The Assistant Contract Manager position only applies to the state of Georgia.

7.3 Services Required - Supervisor (Key Personnel)

- A. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.
- B. Area Supervisors shall not simultaneously perform the duties of supervisor and productive security guard. **Area Supervisors shall not provide relief breaks to productive security guards at any time while they are acting in a supervisory capacity.**
- C. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the BPA. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications to the CO or COTR by the time of the first meeting after BPA award. The CO or COTR must approve the proposed supervisor(s) prior to working under the BPA.
- D. The Contractor shall provide the level of supervision necessary to ensure that productive security guards:
 - 1. Are properly trained;
 - 2. Perform all duties as specified in accordance with the BPA and the (GSA Form 2580) (Security guard Post Assignment Record) for the security post assigned;
 - 3. Are properly uniformed and present a neat and professional appearance as referenced in the Security Guard Information Manual (SGIM);
 - 4. Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;
 - 5. Possess all necessary permits, CPR and first aid certifications, credentials, etc., as required by the BPA or by local or state law.
- E. All supervisors shall be required to sign in on a Contract Security Guard Register Log upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this BPA.

- F. The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.
- G. The Contractor shall provide a completed Key Personnel Resume for all replacement employees to the CO and the COTR for approval before the replacement personnel report for duty under this BPA.

7.4 Special Requirements for Supervisors

- A. The Contractor shall submit a Key Personnel Resume(s) clearly detailing the individual's qualifications and demonstrating that the proposed Supervisor meets the requirements listed here. If the proposed Supervisor does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Supervisor does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Supervisor to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Supervisor possesses the ability to effectively supervise a security guard contract of the size and scope described in the BPA. The CO must approve the proposed Supervisor prior to his/her assignment under this BPA.
- B. Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO.

The COTR shall recommend the selection, if satisfactory, and the CO will approve or reject the recommendation. A Key Personnel Resume shall be completed for each supervisor and a copy shall be provided to the COTR.

7.5 Off Duty Police Officer Services

- A. *The contractor shall provide local off duty police officer services under this task order at buildings GA0008 and GA2060 on Exhibit 1.* The officer will be assigned as an exterior rover to ensure unauthorized vehicles do not stop, stand, or park around building(s). The officer will perform frequent, but not predictable foot patrols around building(s). The officer will not abandon his/her post until properly relieved. The officer must be certified to issue citations and make arrests within the local jurisdiction of the post. The officer must be dressed in the appropriate uniform identifying the police department to which he/she is employed. The officer will be provided adequate supervision by a supervisory police officer under this task order.

- B. The contractor shall factor all costs for providing police services into the offering price, as the Government will not otherwise pay them for after issuance of the call.
- C. “The contractor shall ensure that off duty police officers performing services under this task order meet the health certification requirements listed in the SF78, maintain documentation for a medical physician that they meet the medical standards prescribed in Section 14.2.D, and ensure they are physically able to perform the tasks and functions prescribed in Section 15.3.

7.6 Services Required - Trainers

The Contractor is responsible for scheduling, coordinating, and conducting all security guard training that is not Government provided under this BPA. Such training may be provided by a qualified employee of the Contractor or obtained through qualified services provided by a separate agency, business or contractor. Contractors may choose to establish salaried Trainer positions to meet these requirements. However, the Contract Manager, Assistant Contract Manager, Supervisors and productive guards may not fill Trainer positions or be contracted to perform such services.

7.7 Special Requirements for Trainers

- A. The Contractor shall submit a Key Personnel Resume after award clearly detailing the individual’s qualifications and demonstrating that the proposed trainer(s) meets the requirements below:

Basic and Refresher Training: To be considered for this position, the individual(s) must have completed an approved and accredited Principle of Instructions course or similar training (e.g. NRA, a Police Academy, FLETC, or military training course) certifying them as an Instructor.

Expandable Baton Training: Proposed trainer(s) must be certified through an approved course of study as an Instructor for this weapon.

Firearms Training and Qualification: To be considered for this position, the individual(s) must have completed and approved and accredited Firearms Instructor (Range Official) course (e.g. NRA, Police Academy, FLETC, or military training course) certifying them as an Instructor.

First Aid/CPR/AED Training: Proposed trainer(s) must be certified through an approved course of study (e.g. American Red Cross or American Heart Association) as a certified Instructor of this topic.

- B. The COTR must approve the proposed trainer(s) prior to the beginning of training session(s) under this BPA. Training shall only be conducted by a trainer approved by the COTR.

8 Work Scheduling Procedures

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

9 Reporting Man-hours Provided

- A. The Contractor shall submit to the COTR, no later than five (5) working days after the last working day of each previous month, a Building Service Contractor Work Report (Work Report) or an equivalent substitute approved by the COTR.
- B. The Contractor shall submit Work Report to the COTR on a monthly basis.
- C. The Contractor or its agent shall certify the accuracy of the report.
- D. This report will be used by the Government to verify compliance with the man-hour requirements of the BPA.

10 Contract Guard Labor Category

Only DOL category **Guard II** security guards may be utilized to perform services under this BPA. All category Guard II security guards must be firearms qualified. Any attempt by the Contractor to compensate Guard II security guards at an hourly rate of less than that established for a Guard II during the performance of this BPA will be considered a breach of Contract and will be grounds for termination for cause.

11 BPA Effort Required

11.1 BPA Effort Required – Productive Hours

The minimum productive hours required by the Government will be specified on each call issued. See Exhibit 1 for further details on the estimated man-hours of service required by the Government.

11.2 BPA Effort Required – Supervisory Hours (amend 3)

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If specific site supervisors are required at a particular location, it will be identified on Exhibit 1 and should be separately priced in Attachment 6. Site supervisors are over and above the “general” supervision anticipated for the overall contract performance.

- A. Specific hours of general supervision will not be required under this BPA. Instead, the Contractor shall be responsible for providing a level of supervision sufficient to ensure effective performance by the productive security guards over the course of this BPA.
- B. In the event that the Government determines that the supervision provided by the Contractor is insufficient to effectively manage the security guards, the Government and Contractor shall meet to discuss the Contractor’s Supervision plan and ways in which the Contractor’s performance can be improved at no additional cost.
- C. All costs associated with the Contractor’s general Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after BPA award.

11.3 BPA Effort Required – Reserve Security Guard Force

- A. The Contractor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event). Additionally, the reserve force shall be of sufficient size to enable the Contractor to provide post coverage in the event of scheduled or unscheduled contractor security guard absences. All reserve security guards must meet the minimum qualification standards required in this BPA before working any post under this BPA.
- B. The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained; however, the Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing security guard force at any given time. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after BPA award.

12 Limitation on Labor-hours to be Provided by Individual Employees

- A. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- B. The Contractor shall be responsible for compensating security guards for all overtime accrued in accordance with federal and state laws. Overtime costs must be factored into the offering prices; they will not be itemized or paid for separately by the Government after BPA award.

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- C. The limitation on hours may be verbally waived by the COTR in emergencies, which are beyond the control of the Contractor (i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.).

13 Relief and Lunch Breaks (revised Amend 4)

A. Contractor shall ensure continuous coverage at all posts included in Exhibit 1. The contractor is responsible for complying with all applicable federal, state and local laws regarding employees breaks and relief.

B. A separate sign-in/sign-out log shall be used for the relief security guard to sign in and out of each post for all relief breaks.

C. The costs to cover relief and breaks for the productive security guards must be included in the offering price, as they will not be itemized or paid for separately by the Government.

F

14 Training

14.1 General

- A. All security guards and uniformed supervisors working under this BPA must complete the following training and pass the required written examination. Contract security guards and uniformed supervisors who worked under the predecessor contract and who maintain valid certification credentials will not be required to take the training immediately. However, prior to the expiration of their suitability adjudication, those security guards must complete the required training. All newly hired contract security guards with no prior experience under the predecessor or other current FPS security guard service contract must take the required training and pass the written examination prior to working under this BPA.
- B. All Government-provided training and testing for this BPA shall be provided at the locations specified by the Government. Location for South Carolina is at the Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201. The location for Georgia will be the Peachtree Summit Building, 401 W. Peachtree Street, Atlanta, GA 30308 or the DHS/Justice Building, 180 Spring Street, Atlanta, GA 30303.
- C. The Contractor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations, weapons qualifications, first aid, CPR, AED certifications. FPS shall be afforded the opportunity to observe all

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training, certifying, and qualifying activities. The Contractor shall also bear all costs and responsibilities related to their employees' attendance at the training and examinations, including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the offering price, as they will not be itemized or paid for separately by the Government after BPA award.

- D. The COTR, or any designated representative of the COTR shall have the express authority to observe any training session sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this BPA. The Contractor shall be responsible for providing the COTR a copy of the training schedule within 10 days after award of the BPA and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the COTR of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in Exhibit 4.

14.2 Training Requirements by Position

This subsection details the training requirements that must be successfully completed by all uniformed contractor employees. The syllabi for both the Contractor-provided and the Government-provided training courses shown below are located in Exhibits 4A, 4B, 4C, 4D, 4E, and 4F of this BPA. Certifications of training are required for individual contractor employees. See Exhibits 5A – 5G.

14.2-1 Security Guards (Productive and Supervisory)

- A. The Government will provide to the Contractor one copy of the Security Guard Information Manual (SGIM). The Contractor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. The SGIM should be provided to Contractor's employees on the first day of their basic training course.
- B. Contractor Provided Basic training, Written Exam, Government Provided Training, and Contractor Provided Firearms Training are "one time only" courses, meaning that they do not have to be taken again during the BPA term once they are successfully completed by the Contractor's employees. However, additional training may be required on Magnetometer/x-ray if/when the equipment or technology is changed. Training certifications, excluding Government Provided Training, are transferable to other FPS security guard service contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training

based on prior training experience. The written examination is based entirely upon the *Security Guard Information Manual*.

C. Each Contractor employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date. See Exhibit 4D, for further information regarding the subject matter to be covered during this training.

14.2-2 Supervisors

A. All supervisors working under this BPA must successfully complete all training established for productive security guards including x-ray and magnetometer training. In addition, supervisors must complete nine hours of supervisory training based on a Contractor provided Supervisory Training Manual (see Exhibit 4B). Following completion of basic training, the supervisors will be required to take and pass a basic written examination as referenced in Exhibit 4A.

B. The Contractor's Supervisory Training is a "one time only" course not requiring refresher training unless the Government or the Contractor directs refresher training for a specific Supervisor for cause.

14.3 Written Examination

A. Upon the contractor employees' completion of the Basic Training and a favorable entry on duty decision based on a preliminary background investigation, the Contractor must schedule a Government-administered written examination with FPS that will test their employees' familiarity with and understanding of the information contained in the SGIM after the contractor employees (productive and supervisory) successfully complete the applicable course. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).

B. If a contractor employee does not pass the examination on the first attempt, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to pass the written examination. If the contractor employee fails after the second attempt, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. If a contractor employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. After the one (1) year suspension period has expired, the guard is considered a new hire.

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

14.4 Firearms Training and Qualification

- A. The Contractor is responsible for providing forty (40) hours of weapons training prior to sending the contractor employees to a firing range for the initial range qualification session. Of the forty hours, thirty-two (32) hours will be actual training/shooting time on a firing range. (See Exhibit 4E.) **For the purposes of this BPA, the Government requires that each contractor employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training.** The cost of ammunition should be factored into the offering price, as it will not be itemized or paid for separately by the Government.
- B. A contractor employee may attempt the firearms range initial qualification or requalification two (2) times within thirty days (30)-day period. However, before the test can be attempted a second time the contractor must provide a minimum of eight (8) hours of remedial training. It is the responsibility of the Contractor to determine what type of training is required so a guard can successfully qualify with his/her duty firearm. If the employee fails the second attempt, range qualification may not be attempted for a period of six (6) months. Prior to the third attempt at qualification, the Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the course qualifications and should document the employee's file with any and all remedial training given to enable the employee to pass the course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable contractor employees to annually re-qualify on the course.
- C. Any contractor employee who has successfully completed a 40 hour firearms course under a predecessor FPS contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or firearms certification) that such training was successfully completed using the weapon specified in this BPA. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. NOTE: Prior successful training completion by the contractor employee **shall not** exempt the contractor employee from the annual range qualification requirements.
- D. **Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) must be conducted using current FPS targets only.** The targets are inexpensive and are readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish employee weapons qualifications as required by this BPA and should factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after BPA award.

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- E. Annual firearms re-qualification requires the contractor employee to pass the Immigration and Customs Enforcement practical course (See Exhibit 4E) with a passing score. However, the Contractor shall be liable for ensuring that all contractor employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis. The costs of such preparations should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.
- F. Successful firearms range qualification by contractor employees as part of a state or local firearms permit/license issuance process shall not be considered an acceptable replacement or substitute for the annual firearms qualification required by this BPA.
- G. FPS Law Enforcement Personnel, weapons instructor, or trained representative shall witness the firearms qualification for each contractor employee to ensure that each contractor employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the COTR to schedule range qualifications at a mutually acceptable date and time. Firearms qualifications that are not witnessed by an FPS firearms trained employee will not be deemed acceptable for the purposes of this BPA.
- H. The Contractor must provide the necessary weapons and ammunition for training and qualifications. All Contractor-provided weapons used for qualifications of contractor employees shall be inspected and approved by an FPS Training Instructor prior to use on any Government firing range. No contractor employee shall have in their possession any ammunition for firearms at the time of their entrance upon Government property. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

14.5 Minimum Age for Firearms Licensing

- A. Notwithstanding the minimum age requirement cited in paragraph 4 above, the Contractor must follow Federal, state and/or local licensing requirements for contractor employees. In most areas the minimum age requirements for armed security guard personnel is twenty-one (21) years of age.
- B. In the event that there is a legal licensing requirement regarding the minimum age for a security guard, that requirement shall take precedence over the BPA's stated acceptable minimum age.

14.6 Expandable Baton Training

- A. The Contractor is responsible for providing 8 hours of basic baton training and certification. See Exhibit 4F. The training will consist of both lecture and hand-on demonstrations pertaining to the nomenclature, maintenance requirements, drawing techniques,

opening/closing techniques, tactical positions and stances, striking techniques and retention techniques.

- B. The Contractor is responsible for scheduling and covering all costs associated with providing this training. This training certification shall be valid for one year. The Contractor is responsible for providing annual recertification of baton training for all its employees under this BPA. Annual recertification is the same course as provided in Exhibit 4F.

14.7 FPS Specific Training

- A. All contractor employees must receive FPS-specific training prior to working under this BPA. The COTR and the Contractor will schedule the site(s) and date(s) of the training session(s) after the award of the BPA and prior to the BPA/call start date.
- B. Each employee must be familiar with all general requirements for a specific facility before being assigned.
- C. See exhibit 4C, for the complete syllabus on the FPS-specific Government provided training.
- D. Security guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

14.8 Government-Provided Magnetometer/X-Ray Training

- A. All contractor employees shall receive eight (8) hours of Government-provided training on the use and handling of magnetometers and or x-rays. See Exhibit 4C.
- B. Upon completion of this training, the FPS Training Representative will issue each contractor employee a certificate of training completion. The certificate shall be filed in each contractor employee's personnel file.

14.9 CPR/AED/First Aid Training (amend 2)

- A. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all employees assigned to work under this BPA. CPR and AED training and certification must include adult, youth, and infant training modules. Training certification shall be valid for the period stated on the card(s). Prior to the expiration of the CPR and AED certification, the contractor employee must become re-certified. Recertification training shall be a minimum of 8 hours and cover adult, youth, and infant CPR procedures as well as AED procedures. **The Government requires that each CPR/AED course MUST provide practical training (e.g., on "dummies") on**

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resuscitation techniques based on Red Cross or American Heart Association techniques. If the Contractor is uncertain as to whether a training provider is acceptable, the CO and COTR will provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein.

- B. First Aid training and certification shall be valid for a period of three (3) years. Upon the expiration of the First Aid certification, the contractor employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.
- C. Security guards or uniformed supervisors who possess valid CPR, AED and First Aid credentials will not be required to re-take the training until their credentials expire.
- D. Any contractor employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this BPA. A post is considered “open” if manned by unqualified contractor employees.
- E. Under no circumstances shall the Contractor require the contractor employee to incur the expense of CPR/AED or First Aid training/ recertification without providing full remuneration to the employee within fifteen (15) days of the employee’s completion of the course. The CO shall report violations of this requirement to the Department of Labor for investigation and may take Contractual action as deemed appropriate.

14.10 Other Special Training

- A. The Contractor is responsible for providing any training required by state or local jurisdictions pertaining to the use or carriage of any lethal or less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stun weapons, etc.), equipment, or devices required in this BPA.
- B. In certain cases, the Contractor’s employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided when the requirement arises. The Contractor will be required to schedule the training, to provide remuneration to all security guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress. The Government will negotiate an equitable price adjustment with the Contractor for all the costs associated with the special training when training is required.

14.11 Training of Replacement Employees

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

14.12 Schedule of Provided Training and Testing

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The Contractor shall schedule and coordinate Government provided training and testing with the COTR. Location for South Carolina is at the Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201. Location for Georgia is the Peachtree Summit Building, 401 W. Peachtree Street, Atlanta, GA 30301 or the DHS/Justice Building, 180 Spring Street, Atlanta, GA 30303.

NOTE: Government training can only be scheduled after the CO awards a BPA.

14.13 Government Provided Training - Failure to Attend

- A. The Contractor must ensure that the employees attend all scheduled training and examination/qualification sessions. Absences by contractor employees at scheduled training have an extremely adverse effect on FPS's security guard Contracting program.
- B. The term 'absence' includes any person properly scheduled for training/testing and who fails to report to the appointed place at the proper time and date. An absence may be excused or unexcused.
- C. An excused absence occurs when personnel fail to appear for scheduled qualifications, but the Contractor has provided 48 hours advanced notice or an acceptable excuse. Acceptable excuses are medical emergencies of the security guard and the security guard's immediate family (spouse, children, parents) and a death in the family. All other excuses shall be reviewed on a case-by-case basis to determine acceptability.
- D. An unexcused absence occurs when personnel fail to appear for scheduled training/testing and the Contractor has failed to provide 48 hours' advance notice or an acceptable excuse.
- E. The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the COTR as soon as possible. The FPS retains the right to review emergency cancellations to ensure that they are in fact acceptable and excusable. Reported emergencies that are considered to be unacceptable by the Government may result in the Contractor being placed under an unexcused absence situation.
- F. The FPS Training Instructor shall compile a list of all employees who have an unexcused absence for each day of training. This list will be forwarded to the CO, and the costs associated with the security guard's failure to attend will be deducted from the Contractor's next monthly payment. Furthermore, those employees with unexcused absences will be given last preference for re-scheduling training (after those employees who have not been trained and those who require make-up training from an excused absence); thus, the employee's ability to work under the BPA may be seriously delayed by the unexcused absence(s).

14.14 Training Waivers

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

15 Medical and Physical Qualifications

15.1 General

- A. The Contractor shall ensure all uniformed employees working under the BPA meet the medical requirements described in the following sections. The Government will not grant any waivers of the medical standards.
- B. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.
- C. The Contractor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act of 1973 (29 U.S.C. -2.2)

15.2 Medical Standards

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78.
- B. The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the BPA. All guards (productive and supervisory) must meet the health certification requirements listed in the SF 78. (See exhibit 6A.) The Contractor shall submit a completed SF 78 for each employee to the prior to any contractor employee being permitted to work under the Contact.
- C. If an employee of the Contractor claims that s/he has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Contractor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. The COTR will review all medical documentation to ensure that it is complete and in compliance with the BPA. No guard shall be permitted to work under the BPA until the certificate and medical documentation has been reviewed and approved for compliance with the BPA by the COTR.
- D. All contractor employees must meet the following medical standards:
1. **Vision:** Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be colorblind.
 2. **Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.
 3. **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.
 4. **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.

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5. **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
6. **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.
7. **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.
8. **Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.
9. **Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.
10. **Hematology System:** Any hematological condition that is characterized as chronic has caused a hematological crisis, or adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.
11. **Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.
12. **Psychiatric Disorders:** Any disorder that affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.
13. **Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.

14. **Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.
15. **Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

15.3 Physical Demands

- A. Contractor employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:
 1. Subduing violent or potentially violent individuals;
 2. Work greater than 10-hour days and have the ability to work additional hours due to unexpected activity;
 3. Work under occasional tension or pressure;
 4. Work alone while armed;
 5. Frequent and prolonged walking, standing, sitting, and stooping;
 6. Apply Handcuffs;
 7. Use of handgun, make shoot/no-shoot decision with handgun, fire handgun;
 8. Occasional running or sprinting;
 9. Respond to life threatening or emergency situation;
 10. Climb while in pursuit or in an emergency situation (stairs);
 11. Pull oneself over an obstacle;
 12. Lift/carry/drag/pull/push heavy objects;
 13. Physically subdue or engage in confrontation;
 14. Physically control crowds or by-standers;

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15. Pursue suspects on foot and subdue combative person after running in pursuit.
- B. Physical stamina and all of its elements (endurance, strength, fortitude, physical tolerance, etc.) is a basic requirement of this position. Individuals deemed incapable of performing the above tasks or functions will be removed from the BPA upon the CO's request.
- C. The Contractor shall be responsible for encouraging and promoting employees assigned to this BPA to maintain an ongoing and regular program of physical fitness, at no cost to the Government.
- D. The Contractor shall ensure that all uniformed employees assigned to work under the BPA call are in good general health without physical and/or psychological impairments that would interfere with the safe and efficient performance of their duties. The Contractor is responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation, if any, to provide, at its own expense. The Contractor, not Government, is responsible for complying with the provisions of the American with Disabilities Act of 1990 (Pub L. 101-336)(ADA) and/or the Rehabilitation Act, as applicable, with respect to its employees.
- E. Following are the essential job functions for uniformed employees working under the BPA:
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 the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
 2. Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
 3. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
 4. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.

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5. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.
6. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
7. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
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.).

15.4 Initial and Recurring Screening for Illegal Drugs

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

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

- A. The Contractor will perform random drug screening of 5% of the guard force assigned to this BPA over a 12- month period. Contract Security Guards must resubmit to a urine drug screening upon renewal of physical forms every three years.
- B. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's (SAMHSA) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." These guidelines can be accessed via the Internet at: www.health.org/GDLNS-94.htm or at: <http://wmcare.samhsa.gov>.¹ The Contractor is strongly urged to use one of the laboratories listed on SAMHSA's "Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies," which is accessible via the Internet at: www.health.org/labs/index.htm or at: <http://wmcare.samhsa.gov>; This list is updated on a monthly basis. If the Contractor chooses

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

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to use a laboratory not shown on SAMHSA's current list, the Contractor must verify whether the laboratory's methodology conforms to SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.

- C. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this BPA, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the BPA may be modified to permit the use of those methods.
- D. The presence of a positive reading for *any* of the above substances over the designated cutoff level for that substance shall automatically disqualify an applicant from working under this or any other FPS security guard services BPA. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor **shall not** permit any applicant to take multiple tests in order to receive an acceptable reading.
- E. The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each contractor employee. All costs must be factored into the offering prices.

15.5 Government Requested Screening

- A. The CO or COTR shall have the express right to request targeted urine drug screenings where there is a reasonable belief by the Government that the contractor employee(s) may be under the influence of or using illegal substances. Targeted screenings shall be conducted in a similar fashion to random screenings, with the exception that the will advise the CM/ACM in writing that s/he requests a drug screening of a specific security guard. Once the written request is received, the CM shall arrange for the test to be conducted as soon as possible, but not later than three working days. The Contractor shall pay the contractor employee the normal hourly rate/salary for all time associated with taking the screening. Each screening shall follow the guidelines described in paragraph 15.4 above.
- B. Contractor employees who undergo either random or targeted urine drug screenings may continue working under the BPA until the results have been provided to the Contractor. In the event that the results of any urine drug screening, whether random or targeted, are negative, the Government shall bear the expense of the screening. (NOTE: this does not apply to the pre-employment urine drug screening). The Contractor shall invoice the Government for the actual cost of the drug screening plus the hourly rate paid to the contractor employee(s) to take the test. In the event that the results are positive, the Contractor shall **immediately** remove the contractor employee(s) with a positive reading from the BPA/call and **immediately** inform the COTR and CO of the result and the employee's removal from the BPA. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the positive reading.

- C. Any contractor employee who undergoes either a random or targeted urine drug screening and tests positive for any of the substances shown above shall be permanently disqualified from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period, the affected contractor employee *shall not* be authorized to take additional tests to achieve an acceptable reading.

16 **Conduct of Contractor Personnel**

A. General

1. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.
 2. Each contractor employee is expected to adhere to standards of behavior that reflect credit on himself, his employer, and the Federal Government. The CO and COTR have the authority to cause the retraining (at the Contractor's expense), suspension, or removal of any contractor employee from the BPA who does not meet and adhere to the Standards of Conduct as required in this BPA and the SGIM.
 3. The Government may request the Contractor to immediately remove any employee from any or all locations where the contractor has contracts with the Federal Protective Service should it be determined that the employee has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The Contractor must comply with these requests in a timely manner. For clarification, a determination of unfitness may be made from, but not be limited to, incidents involving the most immediately identifiable delinquencies or violations of the Standards of Conduct.
- B. The Contractor is also responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing on the BPA:
1. Disturbing papers on desks, opening desk drawers or cabinets, or using Government equipment (i.e. computers, telephones, etc.) except as authorized by this BPA and the post orders.
 2. Violations of the Federal Management Regulations Subpart C, *Conduct on Federal Property* (41 CFR 102-74) (see exhibit 7).

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3. Using personal electronic equipment such as cellular phones, computers, personal digital assistants, electronic games, audio or video equipment, televisions, etc. while on duty.
4. Using or possessing personal reading materials (newspapers, magazines, books), engaging in academic studies, or playing games (cards, puzzles, etc.).
5. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
6. Immoral or disorderly conduct, use of abusive or offensive language, or quarreling.
7. Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the Government.
8. Theft, vandalism, immoral conduct, or any criminal actions.
9. Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects; failure to pass drug screening test.
10. Improper use of official authority or credentials.
11. Unauthorized use of communications equipment or Government property.
12. Violation of security procedures, Post Orders, memoranda, regulations, or other directives.
13. Failure to cooperate with Government officials or local law enforcement authorities during an official investigation.
14. Failing to demonstrate courtesy and good manners toward building occupants, Federal officials, and the general public. Not displaying a respectful and helpful attitude in all endeavors will be cause for removal from post. Continued complaints shall be cause for removal from the BPA.
15. Unauthorized use of Government property inclusive of communication equipment, phones or radios, credit cards, travel vouchers or automobiles. The Contractor shall pay for any unauthorized telephone calls or use of credit cards. Violators shall be subject to criminal prosecution.
16. Conducting personal affairs during official time including entering into business arrangements or giving legal advice to persons while on government property.

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17. Entertaining, socializing with visitors, building tenants, friends and family members, or other security guards while they are on break or off-duty.
18. Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on government property, or granting special favors to agency employees, family members, and their friends.
19. Disclosing any official information or making any news or press releases.
20. Engaging in audacious or demeaning discussions concerning Government internal matters, policies, grievances, legal issues, or personalities; or financial, personal, or family matters with building occupants, family members, the public, or any known associate of the above.
21. Disclosure of any information involving duty assignment(s), security equipment, practices, procedures, operations, or other security related issue shall require the expressed approval of the COTR.
22. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of the work site security, or any other act, that constitutes neglect of duties. Violating security procedures or regulations.
23. Unauthorized post abandonment. Not remaining on duty until properly relieved. Deserting a duty post.
24. Receiving traffic violations, notices, tickets (unless favorably adjudicated) while in the course of official duty. Violating or permitting others to violate agency parking procedures or regulations.
25. Gambling or unlawfully wagering or promoting gambling.
26. Knowingly associating with persons known to be convicted felons or persons known to be connected with criminal activities. (This does not apply to immediate family members).
27. Accepting or soliciting gifts, favors, or anything of value in connection with official duties.
28. Displaying unethical or improper use of uniform, uniform badge and/or other Government identification for other than official business while on or off duty.

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29. Knowingly giving false or misleading statements or concealing material facts in connection with travel vouchers, official reports, any records, investigations, or other proceedings.
 30. Knowingly making false statement(s) about other contractor employees/officials, Government employees, or the general public.
 31. Involvement in any form of discrimination or sexual harassment of other contractor employees, Government employees or members of the general public as prescribed by law.
 32. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.
 33. Eating, smoking, drinking at the duty station, or taking breaks in any location except those designated as authorized break areas as determined by the COTR.
 34. Employment, with or without compensation, by any foreign government, firm, corporation, or individual that is either controlled or managed by any foreign government.
 35. Employment as a Government or contractor employee of Government, or any other position that would constitute a real or apparent conflict of interest.
 36. Misuse of issued weapons or the carrying of any non-issued weapons, as defined by Federal, State, or local law in the jurisdiction where the violation occurs.
- C. All contractor personnel are expected to behave courteously and professionally toward all persons encountered in the performance of BPA related duties, including Federal employees, building tenants, and the general public. The CO and/or COTR may require retraining, suspension, or dismissal of any contractor employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with this BPA.
- D. The CO will make all determinations regarding the removal of any employee from any or all locations where the contractor has contracts with the Federal Protective Service. In the event of a dispute, the CO will make the final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing.

17 Government and Contractor Furnished Property

17.1 Government Furnished Property (Use, Accountability, and Care)

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See Exhibits 3A, 3B, 3C, 3D and 3E for further details and specifications of Government-furnished property required for this BPA.

The Contractor shall be provided and shall use or operate in a responsible manner Government furnished property deemed necessary by the Government to aid the Contractor in the performance of work. **The Contractor is solely responsible for the care and accountability of all Government provided equipment used in performance of this BPA.**

- A. The Contractor shall provide an inventory of Government furnished property (GFP) on a monthly basis. The inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment.
- B. The following types of supplies, materials, equipment, and facilities/office space, may/will be furnished as deemed necessary by the Government:
1. Electronic, electro-mechanical and mechanical equipment, such as installed alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions, and security systems monitoring equipment.
 2. Security guard office, furniture and furnishings including locker/dressing rooms, lockers, office equipment, and classroom training facilities, when available.
 3. Building utilities and services will be afforded the Contractor in accordance with established building operations and procedures. This includes the use of concession facilities, restrooms, and medical facilities (when available, for emergency purposes).
 4. Limited occupation and use of federally controlled office space, where available, for the Contract Manager and/or Supervisors to conduct official contract business.
 5. The Government may provide communications equipment and devices as specified in Exhibit 3A for the conduct of official business under this BPA. This may include desktop and mobile computer equipment, desktop and mobile telephones, facsimile machines, xerographic copiers, printers, and 2-way radio equipment.
 6. Unless otherwise specified, the Government is responsible for the repair and maintenance of Government furnished property. The Contractor is responsible for the timely reporting, as identified herein, to the COTR of any property deficiencies or losses.
- C. The following administrative and procedural forms will be provided by the Government:
1. All Government administrative forms prescribed for use by contractor employees under this BPA. See Exhibit 1A for a complete list of required Government forms.

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2. Officer's Duty Book, including all inserted information required. The COTR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book.
3. Operations and maintenance manuals for Government provided equipment and systems, such as alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions, and security systems monitoring equipment.

17.1-1 Use of Government Property

- A. Government property shall be used for official Government business only in the performance of this BPA. The Contractor or the Contractor's employees will not use government property in any manner for any personal advantage, business gain, or other personal endeavor. The Contractor shall remunerate the Government for expenses associated with misuse or abuse of Government furnished property or equipment by the Contractor's employees.
- B. The Contractor will certify in writing all licenses and permits issued to the Contractor or Contractor employees required by law for the use and operation of Government furnished property or equipment.

17.1-2 Accountability of Government Property

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

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17.1-3 Safeguarding Government Property

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

17.1-4 Malfunctioning Government Property

The Contractor shall be responsible for reporting to the COTR, the malfunctioning of any Government equipment used by the Contractor or the Contractor's employees within no later than 24 hours after the malfunction is detected. The FPS MegaCenter shall be contacted for after-hours reporting of malfunctioning equipment or if the COTR is not available.

17.2 Contractor Furnished Property (Use, Accountability, and Care)

17.2-1 Contractor Furnished Property

- A. The Contractor shall furnish and maintain in acceptable condition, at no cost to contractor employees, all items of uniform and equipment necessary to perform work required by the BPA (including each call issued under this BPA). The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this BPA.
- B. The Contractor shall provide an inventory of Contractor Furnished Property (CFP) on a quarterly basis. The inventory shall include all Contractor furnished equipment, uniforms, and non-expendable supplementary equipment. See exhibits 2A, 2B, 2C, 2D, and 2E for a list of specific CFP required for this BPA.

17.2-2 Equipment

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

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- B. Communications equipment as described in Exhibit 2A. This equipment may include two-way mobile and portable wireless radio equipment, radio base, relay, and repeater equipment, radio equipment accessories (i.e. external speaker/microphones, batteries, rechargeable batteries, battery chargers, antennas, etc.).
1. The Contractor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies. The Government, at its discretion, may identify the radio frequencies to be used by the contractor.
 2. The Contractor must ensure useful availability of all Contractor furnished communications equipment on a continuous basis. The Contractor shall immediately provide fully- operational substitute communications equipment in the event any equipment is temporarily inoperable.
- C. The Contractor shall obtain all applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for the operation of vehicles, required by the Government. The Contractor shall ensure that Contractor employees obtain all applicable operator's licenses and permits required by law to operate required equipment. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor.
- D. Firearms, ammunition, and less-than-lethal weapons as described in Exhibit 2E. This equipment may include handguns, pistols, O.C. or pepper spray, etc. Modifications to firearm mechanisms must comply with manufacturers specifications and requirements. Ammunition must be acquired from a commercial source.
1. The Contractor shall obtain all applicable permits, licenses, and registrations in accordance with applicable Federal, state and local laws for the acquisition, carriage, and use of firearms and ammunition. All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the Contractor.
 2. The Contractor shall acquire and maintain an ample supply of appropriate cleaning products (i.e., cleaning solvents, lubricating oil, rods, brushes, patches, etc.). The Contractor must also provide applicable accessories such as clearing barrels, trigger locks, gun lockers, etc.
 3. The Contractor shall provide all training for primary and any additional or intermediate weapons used under the BPA.
 4. The amount and type of ammunition, including additional rounds for contingency, is specified in Exhibit 2E. The additional ammunition shall be provided, stored, and secured off-site by the Contractor. Old duty ammunition will be periodically rotated with

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new ammunition to ensure that each employee is provided new ammunition at least annually.

5. The contractor employee shall inspect his/her issued firearm at the commencement of each tour of duty. Each firearm shall be cleaned and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition. All firearms will be loaded with approved ammunition, including one round in the chamber (if applicable), prior to the security guard's tour of duty.
6. Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place in designated areas only. A contractor-supplied clearing barrel shall be provided in the designated area for this purpose.
7. The Contractor shall provide a list of serial numbers of firearms to the COTR prior to the BPA call performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change. On-site supervisors and security guards shall account for all firearms, and shall make accurate receipt and return entries on the Firearms and Equipment Control Register, DHS Form (to be determined), at the beginning of each shift. The COTR will provide an ample supply of the DHS form.
8. In the event that a firearm is lost or stolen, the Contractor shall notify the FPS MegaCenter **immediately** and shall relate all the particulars known regarding the loss or theft of the weapon. Further, the Contractor shall provide a detailed written report to the COTR within 24 hours of the incident, including the date and time of the incident. The Contractor shall also notify the COTR of the serial number for the replacement weapon.

17.2-3 Uniforms

- A. The Contractor will be required, as specified in Exhibit 2C, to furnish some or all of the types of uniform items described herein.
- B. Exhibit 2C shows the standard required uniform components and the recommended quantities of the components. The Contractor's security guard force uniforms shall be consistent with requirements specified herein. All security guards performing under this BPA, with the exception of off-duty Police Officers, shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.
- C. All Security Agency uniforms must be clearly distinguishable from and not confusingly similar to any uniforms used by law enforcement agencies in the states of Georgia and South Carolina.

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- D. Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the uniform. Identification nametags and the FPS certification card shall be worn over the right breast shirt pocket.
- E. Long sleeve shirts will be required beginning the last Sunday in October and short sleeves beginning the last Sunday in April. The dates may be adjusted with the approval of the COTR; however, all security guards on any one shift must be in the same uniform with the same sleeve length.
- F. Shoes shall be low quarter or high-topped boot with police or plain toe and standard heel. The color of the shoe shall be standard black. The Contractor is not required to provide shoes but must insure that the employees working are in accordance with the BPA requirements. Any deviation from the above requirements must be approved by medical authorities and submitted to the COTR.
- G. Uniform accessories and equipment and the wearing of them shall conform to standards and usage prescribed and in effect for FPS Law Enforcement Personnel. The color of uniform accessories and equipment shall be standard black. All security guards shall wear the same color and style or type of uniform accessories and equipment. Specific uniform requirements and quantities are listed in Exhibit 2C.
- H. Security guards are expected to comply with standards for wear and care of uniform items. The proper wear of uniforms and the care of uniforms and equipment is covered in the Contractor provided training and the *Security Guard Information Manual*. The SGIM will be used as the standard for the wear and care of uniforms and equipment.

17.2-4 Supplementary Equipment

The Contractor will be required, as specified in Exhibit 2D, to furnish supplementary equipment items. Security guards shall not possess any unauthorized supplemental or personal equipment, such as privately owned (e.g., equipment not issued by the Contractor or required by the BPA) firearms, knives, "come-alongs", or other such nonstandard items. Security guards who are found to possess such unauthorized equipment while on post shall be removed from the BPA.

18 Regulations, Handbooks, and Other Applicable Documents

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

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

19 Security Guard Certification / Security Requirements

19.1 General

- A. All personnel performing on this BPA must pass a suitability determination conducted by the Government. Contractor personnel will not be able to perform under this BPA until appropriate suitability determinations have been made. The Government will provide all necessary forms at the time of BPA award. The DHS Office of Security will accept only complete security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 days after BPA award.
- B. The Contractor should follow the procedures listed below to obtain an FPS certification card for each contractor employee:
 - 1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the BPA eligibility requirements, including medical and drug testing.

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2. Submit the suitability package to the FPS Contracting Officer's Technical Representative and await the results of the adjudication. This process may take approximately one to three months if all forms are legible and complete. However, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.
3. Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other Contractor-provided training requirements. The Contractor may proceed with Contractor-provided training while awaiting results of the suitability adjudication process. This does not include the FPS Written Exam.
4. After the Contractor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the Contractor shall submit the following information to the FPS COTR for an FPS certification card:
 - a. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth and that all pertinent documents are on file at the Contractor's facility. (See exhibit 8).
 - b. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
 - c. A Contract Guard Qualification Certificate. The guard's name, and the name of the Contractor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
 - d. A Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification satisfying the Lautenberg Amendment that states s/he has not been convicted any offense related to domestic violence. The CO shall provide the Contractor with an adequate supply of these forms (See exhibit 1B.). This form shall be valid for a period of one (1) year and must be re-submitted concurrent with the guard's annual firearms re-qualification.
- C. FPS will type on the certification form the date of issuance, qualifications, and expiration date or "TOC" to designate expiration upon completion of the term of the BPA. FPS will then laminate the completed form and issue it to the Contractor.
- D. No guard or supervisor shall be permitted to work under this BPA without a valid certification card.
- E. The certification card shall be worn on the outermost garment of the guard's uniform.

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- F. The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but also a valid CPR/First Aid card and a valid firearms permit.
- G. The Contractor must return employees' certification card to FPS within five (5) workdays upon the termination of the guard's employment or the guard's removal from the BPA. At the end of the BPA period, the Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts. Possession of an FPS certification card does not waive any other BPA requirement.

NOTE: Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the contractor employee's certification status (i.e., suitability determination, medical examination, firearms requalification, CPR/First Aid certification). See exhibit 8 for the list of individual certification elements.

IMPORTANT NOTE: The CO shall have the express authority to demand return of the FPS Certification card for any contractor employee who does not maintain compliance with the BPA qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the BPA until such time as s/he comes into full compliance with all qualification/certification criteria.

19.2 Security Management

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

19.3 Suitability Determination / Entry on Duty Decision

- A. DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted access to a Government facility and or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable entry on duty (EOD) decision based

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on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the BPA. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Contractor employees assigned to the BPA not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

- B. Contractor employees awaiting an EOD decision may begin work on the BPA provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if a Government employee escorts the contractor employee. This limited access is to allow contractors to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

19.4 Suitability Adjudication

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

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6. Lautenberg Amendment Statement (plus one copy) (Exhibit 1B)
 7. Drug Questionnaire (plus one copy)
 8. Alcohol Questionnaire (plus one copy)
 9. Financial Disclosure Report (plus one copy)
 10. Non-disclosure Agreement (plus one copy)
- C. Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting contractor employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly.
- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.
- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.
- F. If FPS finds a contractor employee to be unsuitable to work as a result of the suitability investigation under the BPA, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the BPA, and the Contractor shall in turn immediately remove the affected employee from the BPA. The security guard or the Contractor may appeal the suitability determination to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. **Under no circumstances shall a contractor employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract. This requirement also**

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applies to contractor employees whose unfavorable adjudication is pending appeal.

Disqualifying information includes but is not limited to the following:

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

G. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the BPA for five (5) years (if nothing occurs within the 5- year period that would render the security guard unsuitable for continuing performance under the BPA). The Contractor shall **immediately** notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any contractor employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). **The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the BPA after his/her suitability clearance has expired shall be removed from the BPA until a new favorable suitability determination is made.** The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date (refer to paragraph B above for forms requirements).

1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.

H. For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.

1. Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level indicated in Appendix 1. Such contractors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.

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

20 Security Clearance Requirements

20.1 Background Investigations

- A. In addition to meeting the FPS background suitability, additional security clearances may be required by the BPA and call(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency, as appropriate (refer to Exhibit 1) for further information as to whether this BPA will require such clearances). Where such clearances are required, employees shall be subject to a security investigation by the Government prior to being allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) during the term of the BPA. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, or other agency.
- B. The Government shall notify the Contractor of the required security classification of this BPA and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.
- C. In all areas requiring a DOD, DOE, NRC, or other agency security clearance, the Contractor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at www.dss.mil or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and for NRC at www.nrc.gov. Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of

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authorization for employees to be assigned to classified areas. (Exhibit 6A, Security Clearance Requirements).

- D. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each BPA security guard employee performing under this BPA, as well as the firm employees, who may, in the performance of this BPA, visit the work site.
- E. Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the BPA needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the BPA. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the BPA or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.
- F. The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each affected contractor employee. The costs should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.

NOTE: The Contractor is advised to only submit security packages on suitable prospective employees whose integrity, credit, and character will meet the security suitability requirements of DHS. DHS will likely consider as being unsuitable prospective employees who fail to truthfully represent their credit history; who make no attempt to pay debts; and whose character could be questionable because of serious arrests, illegal drug use, or abuse of alcohol.

IMPORTANT NOTE: Be advised that unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

20.2 Access To Classified Information (Contractor)

- A. The Department of Homeland Security (DHS) has determined that the performance of this BPA requires that the Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) require(s) access to sensitive DHS information or classified National Security Information (herein known as classified information). Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.

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- B. See exhibit 6C *Security Suitability Requirements* for a determination of which, if any, Contractor facilities and Contractor personnel, including Contract Manager or Supervisor, assigned to this BPA are required to possess up to a TOP SECRET security clearance.
- C. If access to classified information is required as identified in Exhibit 6C, the Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government facility, it will abide by the requirements set by that agency. If these procedures are not properly followed by the Contractor, it will result in deductions from monthly invoices.
- D. The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, interim facility clearance requirements subsequent to the official award date, and/or at least thirty- (30) days prior to the BPA start-up date.
- E. If access to classified information is required as identified in Exhibit 6C, the Contractor must possess a TOP SECRET facility clearance consistent with the NISPOM prior to BPA award. If an unclear firm is selected, DHS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, DHS may terminate the BPA for the convenience of the Government.

20.3 Continued Eligibility

- A. If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the BPA.
- B. The FPS Regional Adjudications Office may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists.
- C. DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this BPA.
- D. The Contractor will immediately report any adverse information coming to their attention concerning contractor employees under the BPA to the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the

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employees' name and social security number, along with the adverse information being reported.

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

21 Personal Appearance and Grooming Standards

Security Guards shall be in uniform and maintain a neat, clean, and business-like appearance and comply with dress standards while on duty. Failure to meet the requirements of appearance and wearing of the uniform as noted herein is considered as being "out of uniform". Security guards who are out of uniform are not meeting the requirements of this BPA and are not qualified to meet post requirements. The COTR may consider a post as being unfilled if occupied by a security guard who is out of uniform.

- A. The personal appearance and grooming standards required by this BPA are listed below:

All security guards shall wear clean, properly fitted uniforms when on duty. The uniforms are to be free from defects and worn or frayed fabric.

1. Only conservative prescription eyeglasses may be worn with the uniform. Sunglasses or eyeglasses that are faddish in style or color (e.g. bright, iridescent or fluorescent orange, yellow, red, etc.) or have lenses or frames with initials or other adornments shall not be worn. Mirrored or opaque sunglasses may not be worn. Frame holders which are navy blue or black in color and otherwise unadorned may be worn. Sunglasses or darkly tinted glasses shall not be worn inside the building unless determined as medically necessary by a licensed medical physician.
2. Security guards shall not wear jewelry such as earrings, bracelets, chains, religious insignia, buttons, or pendants. Security guards may wear one ring or ring set on the third finger of each hand, a modest necklace that is completely concealed beneath the uniform shirt, and a watch on either wrist.

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3. Only authorized logos and accessories shall be worn on or with the security guard uniform. At no time shall a contractor employee display, or cause to be displayed, any contractor insignia or logo while on duty without written approval of the COTR.
4. Long sleeve shirts shall be worn with the cuffs fully extended and buttoned. Short sleeve shirts shall be worn with one button open at the collar and sleeves fully extended.
5. Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.
6. Undershirts shall be white or neutral and worn in such a manner so as to be concealed from view. No lettering or design shall be visible through the uniform shirt.
7. If a mustache is worn, it shall be kept neat and trimmed evenly so that no portion extends more than one-half (1/2) inch below or beyond the line of the individual's upper lip.
8. The face shall be kept clean-shaven. The temporary wearing of beards may be authorized by the COTR if prescribed by a board-certified medical doctor for pseudofolliculitis barbae. In such cases, the beard shall be neatly trimmed to a length not to exceed one-quarter (1/4) inch. Medical certification for shaving waivers shall be resubmitted every 120 days.
9. Hair and/or wigs, for females, must be a natural hair color and kept clean, neat and styled to present a managed appearance. Hair shall be arranged so that it does not extend more than 2 and 1/2 inches below the bottom of the collar. Bouffant and modified bush styles are acceptable if they allow for proper wearing of headgear. Plaited or braided hair shall be permitted only if worn under headgear. No decorations shall be worn in the hair and items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blend with the hair.
10. Hairpieces for males must be a natural hair color, neatly groomed and shall not fall over the eyes or exceed the top of the collar. It shall be kept clean and the length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. Also, the bulk or length of the hair shall not interfere with the wearing of headgear and no decorations shall be worn in the hair.
11. For males, hair length must not exceed the top of a shirt collar. Females may wear their hair in an "up" style so as not to interfere with the wearing of the uniform or use of equipment. The Contractor is responsible for ensuring that security guards maintain a neat appearance in accordance with generally accepted standards of the community.
12. Sideburns shall not be conspicuous and shall be neatly trimmed at all times. Sideburns shall not extend below the bottom of the ear, and must be constant in width (not flared), and with a horizontal clean-shaven end.

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13. Fingernails shall be free of dirt and trimmed to not extend further than 1/8 of one inch beyond the tip of the finger. Fingernail polish may be used if the color is neutral.

22 Contractor Employee Reinstatements

- A. When the Government takes action that may impact upon the suitability or work fitness status of a contractor employee, the Contractor may appeal the decision to the CO.
- B. If the CO made the initial decision, a senior manager within the FPS Regional Office or headquarters Security and Law Enforcement Division will review the appeal. The appeal decision will be provided to the Contractor in writing with a brief explanation of the decision to uphold or reverse the CO's decision.
- C. Every effort will be made by the Government to expedite processing of the appeal. In most cases the appeal will be decided within two (2) to four (4) weeks, depending on the complexity of the case.
- D. While the appeal is being considered, the Contractor **shall not** permit the employee to work under this BPA.

23 Contractor's Personnel Filing System

- A. To minimize duplication of effort by the FPS and the Contractor, the Contractor shall maintain personnel files on-site for all employees who work under this BPA. Files shall be maintained at either the Contract Manager's on-site office or the Contractor's regional corporate office. Each guard's file **must** contain the following information:
 - 1. Application for employment, including DHS 176, FD 258, resume or detailed prior work history and references;
 - 2. Results of all criminal history checks obtained by the Contractor;
 - 3. U.S. Citizenship and Immigration Services Form I-9 *Employment Eligibility Verification* (OMB No. 1115-0136);
 - 4. A copy of DHS 11000-6 *Non-Disclosure Agreement*,
 - 5. A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;
 - 6. Records of all basic and refresher training attendance and, where required, test scores;
 - 7. Records of all firearms training and qualification scores, where required by the BPA;

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8. Records of all successfully completed Government-provided training;
 9. A copy of most recent CPR, First Aid, and AED certification card;
 10. A copy of most recent Medical Evaluation (SF 78);
 11. Results of all drug screenings administered (both pre- and post- employment);
 12. A copy of DHS the certification card;
 13. A copy of all firearm licenses and certifications required by state and local regulations;
 14. Records of guard's suitability information (including date current suitability expires);
 15. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the BPA;
 16. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this BPA; and
 17. A copy of any National Security Information clearance issued, where required by this BPA (i.e., Secret/Top Secret).
- B. The Contractor's filing system shall be consistently applied and maintained. Required documents shall be placed under the same Section/tabs in every contractor employee's file.
- C. The CO, or COTR shall have the express authority to review **any** contractor employee's file at **any time** during the course of the BPA. The Contractor shall maintain all personnel files for a minimum of five (5) years after BPA closeout (upon receipt of release of claims).
- D. The CO or COTR can request, at any time during the course of the BPA, a spreadsheet or other tracking system (either in paper form or in electronic form) that clearly details the status of all contractor employees pertaining to BPA requirements.
- WEB Contract Guard Employment Requirements Tracking System (CERT)*
1. *The CERT's excel spreadsheet is used by FPS personnel to input security officer information into a national database (CERTS), It is imperative that the information is correct and current.*
 2. *The FPS CERT Excel Spreadsheet will be provided to the Contractor after award and shall be used by the Contractor to document the fact that their personnel are certified as outlined in the contract. The dates listed on the CERTs Excel Spreadsheet must match the paperwork in the Contractor employee's security officer training folder.*

3. *The CERT's excel spreadsheet shall be updated monthly by the Contractor and forwarded to the local FPS representative/COTR via email.*
- E. The Contractor may maintain either a hard-copy (paper) file or a computerized system containing all the information required above. However, if the Contractor uses a computerized filing system, all forms must be scanned into the computer and must be legible.
- F. **False statements, certification, or falsification of any documents required in this contract (BPA) by the Contractor, Contract Manager, or any contractor employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate investigations by its Office of Inspector General or the regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or may take Contractual remedies, up to and including termination for default. Under no circumstances whatsoever will the Government tolerate falsification of required documents.**

24 Transition of Guard Services

- A. A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities.
- B. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees. The Contractor may notify the predecessor Contractor's employees that the Contractor will be assuming services upon the BPA start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor's employees while they are on duty, provided that there is no interference with the contractor employee's assigned duties (e.g., during "off hours" or during relief or lunch breaks). However, the Contractor **may not** interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.
- C. The Government will provide the Contractor with the names, social security numbers, and anniversary dates of all employees working under the predecessor Contract as soon as is feasible after BPA award. The Service Contract Act does not require the predecessor Contractor to provide this information earlier than 10 days prior to the predecessor Contract ending date; however, the Government will request cooperation by the predecessor Contractor to provide this information 10 days prior to start of performance.
- D. The Contractor shall provide a Transition Management Plan within five (5) working days after award of the BPA that should include details of the following elements:

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1. A strategy for implementing supervisory functions,
2. The process for transitioning predecessor employees,
3. Equipment inventory and maintenance plan,
4. Weapons security and maintenance plan,
5. Ammunition management plan,
6. A plan for establishing a reserve force and the current status of staffing levels,
7. A progress report on obtaining permits, licenses, and registrations,
8. A status report on submitting applications for personnel clearances,
9. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.

24.1 Phase-Out of Services and Continuity of Services

- A. The Contractor must recognize that services under this BPA are vital to the Government and must be continued without interruption. Upon BPA expiration, a successor Contractor may continue such services. The Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. The Government will request and the contractor shall provide the names, social security numbers, and anniversary dates of all employees when a new solicitation for follow-on services is developed.
- B. After a new BPA is awarded, the Contractor shall disclose necessary personnel records sufficient to allow the successor Contractor to conduct interviews for possible transition (if the Contractor is not awarded the successor contract/BPA). If selected employees are agreeable to the change, the incumbent Contractor shall grant release at a mutually agreed date.
- C. The extent to which the Contractor cooperates with the Government and the successor Contractor during the contract/BPA transition will be noted in the Contractor's final performance evaluation and will be part of the final performance rating.
- D. As part of the closeout process, the prior Contractor shall turn over to the successor Contractor all training, medical, suitability, and security records of officers from the prior Contractor who will work for the successor Contractor, within 30 days of the final day of performance. Failure to do so shall result in FPS withholding 10% of the final payment until this action is accomplished.

25 Performance Evaluations

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

**Attachment 3
LIST OF EXHIBITS**

EXHIBIT	TITLE
1	<u>Productive Requirements Including Post Hours and Location</u>
1A	<u>List of required administrative forms to be used by the Contractor</u>
1B	<u>Lautenberg Certification form</u>
2A	<u>Contractor Furnished Communication Equipment Requirements</u>
2B	<u>Contractor Furnished Vehicle Requirements</u>
2C	<u>Contractor Furnished Uniform Requirements</u>
2D	<u>Contractor Furnished Supplementary Equipment Requirements</u>
2E	<u>Contractor Furnished Weapons and Ammunition</u>
3A	<u>Government Furnished Communication Equipment Requirements</u>
3B	<u>Government Furnished Vehicle Requirements</u>
3C	<u>Government Furnished Uniform Requirements</u>
3D	<u>Government Furnished Supplementary Equipment Requirements</u>
3E	<u>Government Furnished Weapons and Ammunition</u>
4	<u>Contractor's Training Schedule and Plan</u>
4A	<u>Contractor Provided Basic Training</u>
4B	<u>Contractor Provided Supervisor Training</u>
4C	<u>Government Provided Training</u>
4D	<u>Contractor Provided Refresher Training</u>
4E	<u>Contractor Provided Firearms Training and Qualification</u>
4F	<u>Contractor Provided Expandable Baton Training</u>
5A	<u>Contractor's Certification of Basic Training</u>
5B	<u>Contractor's Certification of Supervisory Training</u>
5C	<u>Contractor's Certification of Government Provided Training</u>
5D	<u>Contractor's Certification of Refresher Training</u>
5E	<u>Contractor's Certification of Basic Firearms Training</u>
5F	<u>Contractor's Certification of Annual Firearms Qualification</u>
5G	<u>Contractors's Certification of Annual Expandable Baton Training and Certification</u>
6	<u>Contractor's Certification of Contract Employee Eligibility Requirements</u>
6A	<u>Standard Form (SF) 78, Certificate of Medical Examination</u>
6B	<u>Key Personnel Resume</u>
6C	<u>Security Suitability Requirements</u>
7	<u>Federal Management Regulations Subpart C, <i>Conduct on Federal Property</i> (41 CFR 102-74)</u>
8	<u>Contractor's Certification of Contract Employee Eligibility</u>

	<u>Requirements</u>
9	<u>Wage Determination</u>

EXHIBIT 1

**PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND
LOCATION**

Note: To be included at time of award of the order.

EXHIBIT 1A

REQUIRED ADMINISTRATIVE FORMS

Form Number	Form Title
DHS 11000-6	Non-Disclosure Agreement
I-9	Employment Eligibility Verification
SF-85P	Questionnaire for Public Trust Positions*
SF-85PS	Supplemental Questionnaire for Selected Positions*
FD-258	Fingerprint Application Card (Two (2) completed original forms)
GSA 3155	Offence/Incident Report
DHS 176	Statement of Personal History
SF-78	Certificate of Medical Examination
	Security Guard Duty Register
139	Record of Time of Arrival and Departure from Building
	24-hour Duty Log
	Equipment Performance Test Report
2580	Security Post Assignment Record
	Lautenberg Certification Form
DHS111000-9	Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act *
	Foreign National Relatives pr Associates Statement *
	Drug Questionnaire*
	Alcohol Questionnaire*
	Financial Disclosure Report*
	Non-disclosure Agreement*
	*provide original plus one copy

EXHIBIT 1B

LAUTENBERG CERTIFICATION

The Lautenberg Amendment to the Gun Control Act of 1968 (18 U.S.C. §922) makes it unlawful for any person who has been convicted of a misdemeanor crime of domestic violence to ship, transport, possess, or receive firearms or ammunition. This prohibition applies to persons convicted of such misdemeanors at any time.

A misdemeanor crime of domestic violence is defined as one that includes the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by a current or former spouse, parent or guardian of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, parent, or guardian, or by a person similarly situated to a spouse, parent or guardian of the victim.

Please complete the following certification:

I (print your first name, middle initial, last name), _____, hereby certify that, to the best of my knowledge and belief, all of the information provided by me is true, correct, complete and made in good faith. I understand that any false statement or fraudulent information provided here may be punishable pursuant to Federal law, including 18 U.S.C. Section 1001.

Signature: _____ Date: _____

Have you even been convicted of a misdemeanor crime of domestic violence as defined above? Yes _____ No _____ Not Sure _____ Initial & Date _____
If you answered "yes" to this question, please provide the following information with respect to your conviction: Court/Jurisdiction: _____ Docket/Case Number: _____ Statute/Charge: _____ Date of Disposition: _____

**EXHIBIT 2A
South Carolina**

**CONTRACTOR FURNISHED COMMUNICATION EQUIPMENT
REQUIREMENTS**

1. Facilities: The Guard Supervisor and all Security Guard Posts at SC0020 and SC0068 are required to have a two-way radio. The Contract Manager and all supervisors are required to have a Cell Phone. All Security Guard Posts excluding posts at SC0020 and SC0068 are required to have a cell phone.

2. Equipment: The Contractor shall provide, maintain, and supplement, as may be necessary at the sites identified above, the necessary number(s) of two-way radios, cell phones and associated equipment as describe below.

Type of Equipment
Two-way Radio with battery, charger, long whip antenna and holster w/belt clip
Two-way Radio Programming equipment
Cell Phones with Push to Talk feature, charger and holster with belt clip

3. Licenses and Frequencies: Two-Way Radios will operate on the 900 MHz ISM license-free band utilizing Frequency Hopping Spread Spectrum technology. No FCC license is required.

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 all security guard posts at SC0020 and SC0068. Two-way radios will have battery life of at least 12 hours. Two-way radios will have one-to-one and one-to-many calling capabilities. Two-way radios will have an LCD screen that will display the Transmit ID¹ of the sending unit on the receiving unit(s) display. Two-way radios and/or cell phones to be provided by the contractor at all posts when staffed. The security guard is required to have the two-way radio and/or cell phone with them at all times while on post.

5. The Contractor will provide a listing of radios, cellular phones and associated equipment to be used on this Contract to the COTR. The cell phone list should include the phone number plus the building number and post number it is assigned to or the supervisor it assigned to.

¹ A unique identification assigned to each radio (example: post number, post location, etc.)

**EXHIBIT 2B
South Carolina**

CONTRACTOR FURNISHED VEHICLE REQUIREMENTS

1. Facility:

2. Equipment: Contractor Furnished Vehicle(s)

The Contractor shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facilities and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the company, and shall be equipped with a rotation emergency roof light in compliance with applicable state and local laws¹. The vehicle(s) shall be available at all times during the life of the contract, and must be replaced immediately by a replacement vehicle if removed from operation for any reason(s). It is the Contractor's responsibility to register, insure, and provide proper maintenance for the vehicle(s). The vehicle(s) shall be equipped with a 10-15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The vehicles shall be equipped with a conventional, universal first aid kit with Airway pack, Cling bandages, and a minimum of two bite sticks. The vehicle type can be any one of the following: Sedan, SUV or Truck.

3. Vehicle Requirements:

	Vehicle Type	Estimated Daily Hours	Days Per Week	Estimated Miles Per Day

¹ Security agency patrol cars must be clearly marked as security patrol cars and reflect the company name as shown on the security company license. Security Patrol cars shall utilize emergency lights that are amber in color.

EXHIBIT 2C
South Carolina

CONTRACTOR FURNISHED UNIFORM ITEMS

1. Facility:

2. Uniforms: Contractor Furnished Uniform Items

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

3. Uniform Requirements:

Uniform Components	Description / Color	QTY
Shirt, long sleeve with shoulder patches		4
Shirt, short sleeve with shoulder patches		4
Trouser, all season weight		4
Necktie	Black, break away style	2
Jacket, winter ²	Black with shoulder patches and tab for mounting badge, duty belt length with side zippers that allow easy access to firearm and duty gear	1
Cap	Baseball style cap with badge patch	2
Gloves, winter (pair)	Black, tight fit, flexible, lined or unlined	2
Duty belt (without shoulder strap) ³	Black, nylon, rigid multi-layer construction, Velcro-lined to interlock with trouser underbelt	1
Trouser underbelt	Black nylon, rigid, Velcro-lined to interlock with duty belt	1
Level II firearm retention holster	(slide on belt type), w/hammer safety strap, left/right as required (armed security guards/supervisors only) (may change based on weapons spec selected)	1

² A 2 in 1 or 3 in 1 style jacket system with removable liners and/or reversible may be utilized to satisfy the windbreaker style jacket and/or raingear jacket requirements.

³ Duty Belt and all equipment to be worn on the duty belt should be nylon except for the holster.

Uniform Components	Description / Color	QTY
Ammunition magazine or speed loader case (armed security guards only) (may change based on weapons spec selected)	Double magazine pouch, closed top with easy release snaps; nylon	1
Duty Belt "Keepers"	nylon	4
Expandable Baton	Black, 21" to 26"	1
Expandable Baton Holder	nylon	1
Handcuffs (pair) and keys	Standard, chain linked	1
Handcuff case	nylon	1
Key strap with flap (if needed)	nylon	1
Cap Ornament	Silver (non-supervisory), Gold (supervisory)	1
Nameplate	2 1/2" x 5/8", Silver (non-supervisory), Gold (Supervisory) metal with rounded edges. 1/4" Black lettering (First initial and last name)	2
Boots	Black	0
Shoes	Black	0
Jacket, windbreaker style	Black with shoulder patches and tab for mounting badge, duty belt length with side zippers that allow easy access to firearm and duty gear	1
Raingear, high visibility	One or two piece with shoulder patches and tab for mounting badge, must meet ANSI Class I standard for visibility or higher, must allow easy access to pistol and duty gear	1
Badge		1
Flashlight	Rechargable, black	1
Flashlight Holder	Nylon	1

EXHIBIT 2D
South Carolina

**CONTRACTOR FURNISHED SUPPLEMENTARY EQUIPMENT
REQUIREMENTS**

1. Facility:

2. Supplementary Equipment: Contractor Furnished Equipment Items

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

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY

EXHIBIT 2E
South Carolina

CONTRACTOR FURNISHED FIREARMS AND AMMUNITION

The contractor will provide all security guards, including part-time and reserve guards with one (1) pistol and three (3) magazines each meeting the following requirements:

The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more than 34 oz. excluding the magazine. The magazine shall hold a minimum of ten (10) rounds and not more than thirteen (13) rounds. 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 trigger pull must not weigh more than 11 pounds and not less than 9 pounds. The single action trigger pull must not weigh more than 6 pounds and not less than 3.5 pounds.

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. The normal function of the pistol shall be single action with double action available for the first shot or second primer strike in case of a failure to fire. The pistol must be operable by a right or left-handed user. The hammer must be exposed. The pistol must allow for the lowering of the hammer from a cocked position to an uncocked position without the manipulation of the trigger while ensuring that a chambered round will not fire.

All safeties must be internal and passive with the exception of an external decocking lever. 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 decocking lever must not be a combination safety-decocking lever. It must be externally frame mounted, and must not be placed within the grasping groove area of the slide.

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 pistol has to have been assembled in the United States.

Ammunition will consists of jacketed hollow point rounds.

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

The contractor will have on-hand a sufficient quantity of appropriate and compatible ammunition to provide to all security guards, including part-time and reserve guards with 31 to 40 rounds each depending on magazine capacity. In addition, the Contractor shall have on-hand or immediately obtainable an adequate quantity to meet the ammunition requirements for training and qualifications.

EXHIBIT 3A

**GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT
REQUIREMENTS**

The Government will not furnish communications equipment for the performance of this Contract.

EXHIBIT 3B

GOVERNMENT FURNISHED VEHICLE EQUIPMENT REQUIREMENTS

The Government will not furnish vehicle equipment for the performance of this Contract.

EXHIBIT 3C

GOVERNMENT FURNISHED UNIFORM REQUIREMENTS

The Government will not furnish uniforms for the performance of this Contract.

**EXHIBIT 3D
South Carolina**

**GOVERNMENT FURNISHED SUPPLEMENTARY EQUIPMENT
REQUIREMENTS**

1. Facility:

2. Supplementary Equipment: Government Furnished Equipment Items

The Government shall furnish the following supplemental equipment items for each guard, post, or location as indicated to all productive and supervisor security guards performing on the Contract. It is the Contractor's responsibility to report maintenance issues and any damage regarding the vehicles and associated equipment immediately to the COTR.

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY
Metal Detector	Handheld Wand	As required by Post Orders
Magnetometers	Various	As required by Post Orders
X-ray Machines	Various	As identified by Post Order

EXHIBIT 3E

**GOVERNMENT FURNISHED FIREARMS AND AMMUNITION
REQUIREMENTS**

The Government will not furnish firearms or ammunition for the performance of this Contract.

EXHIBIT 4

CONTRACTOR'S TRAINING SCHEDULE AND PLAN

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

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

EXHIBIT 4A

CONTRACTOR PROVIDED BASIC TRAINING

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

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

64 Hours

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

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

	Subject	Hours	Scope
			irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard with the introduction of badge and gun.
	Understanding Human Behavior, Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
	The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	2	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
	Crimes and Offenses (CHAPTER THREE, SGIM)	1	Present the security guards with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
	Search and Seizure (CHAPTER THREE, SGIM)	1	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard in a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
	Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security guard with knowledge of how guards shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices involving: confessions, self-incrimination, eyewitness identifications and complaints. Security guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
	Use of Force (CHAPTER THREE AND APPENDIX FOUR, SGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.

Subject	Hours	Scope
Crime Scene Protection (CHAPTER THREE, SGIM)	2	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	1	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	1	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	2	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	2	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	2	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	4	Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a

	Subject	Hours	Scope
			crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
	Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	1	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
	Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	3	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
	Special Situations (CHAPTER NINE, SGIM)	2	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
	Code Adam (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security guards with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
	Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTERS ELEVEN AND FOURTEEN, SGIM)	4	Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
	Workplace Violence (CHAPTER TWELVE, SGIM)	2	Instructor will discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
	Civil Disturbances (CHAPTER THIRTEEN, SGIM)	3	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective

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

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

EXHIBIT 4B

CONTRACTOR PROVIDED SUPERVISOR TRAINING

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

9 Hours

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

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

Exhibit 4C

GOVERNMENT PROVIDED TRAINING

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

16 Hours

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

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

EXHIBIT 4D

CONTRACTOR PROVIDED REFRESHER TRAINING

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

The contractor must provide 40 hours of refresher training to all security guards every three (3) years from the date the security guard passed the written test and every three years thereafter. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

40 Hours

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

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

Subject	Hours	Scope
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	0.5	Instructor(s) will discuss the basic knowledge needed for the security guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	0.5	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	0.5	Present the security guards with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	0.5	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a security guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE,	1	Provide the security guard with knowledge of how guards shall exercise their authority to

	Subject	Hours	Scope
SGIM)			detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices and procedures involving: confessions, self-incrimination, eyewitness identifications and complaints. Security guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, SGIM)		1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, SGIM)		0.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)		0.5	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)		0.5	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)		0.5	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)		0.5	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-

Subject	Hours	Scope
		made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	0.5	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	0.5	Acquaint the security guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Crime Detection, Assessment And Response (CHAPTER SIX, SGIM)	0.5	Acquaint the security guard with the care and caution that must be (CHAPTER SIX, SGIM) exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	0.5	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	0.5	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	1	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling

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

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

EXHIBIT 4E

CONTRACTOR PROVIDED FIREARMS TRAINING AND QUALIFICATION

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

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

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

Requirements for Annual Re-Certification

Annual firearms re-qualification requires the contract employee to pass the firearms Qualification Course (listed below) with a passing score. The Contractor is responsible for ensuring that all its employees receive the training and/or range time necessary to successfully requalify

Handgun Qualification Course

Firearms: Contract-authorized handgun and ammunition

Ammunition: Fifty (50) rounds

Target: ICE Target

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

Course of Fire:

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
1	1.5 YSD	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 (1) round in two (2) seconds and re-holster. Draw and fire two (2) rounds in two (2) seconds and re-holster. Draw and fire three (3) rounds in two (2) seconds and re-holster. Officers with a magazine capacity of less than twelve (12) 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.

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
2	3 YDS	6	Using two hands from the holster -- point shoulder shooting, referencing sights	On command the shooter will: Draw and fire three (3) rounds in the chest of the target in three (3) seconds, and re-holster. Draw and fire three (3) rounds in three (3) 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 (2) rounds to the chest of the target and one (1) round to the head of the target in five (5) seconds and assume a high search position. From high search, move to an aimed in position and fire two (2) rounds to the chest of the target and one (1) round to the head of the target in four (4) seconds. At the end of this stage, the two (2) headshot rounds must be in the five ring head area for each to count as five (5) points. The head area outside the five ring is worth two (2) points. Officers with a magazine capacity of less than twelve (12) 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.
4	7 YDS	12	One-handed shooting	On command the shooter will draw and fire three (3) rounds, using both hands, then transfer the weapon to the strong hand only and fire three (3) rounds, in ten (10) seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster. Draw and fire three (3) rounds, using both hands, then transfer the weapon to the support hand only and fire three (3) rounds, in ten (10) seconds. Perform a

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				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 (6) rounds from the standing position in ten (10) 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 (5) seconds and assumes a ready position. When threat reappears, or command to fire is given, fire six (6) additional rounds from the kneeling position in ten (10) seconds. Officers with a magazine capacity of less than twelve (12) 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).
6	25 YDS	4	Barricade	On command the shooter will take one (1) step to the rear and one (1) to the right of the barricade. When the threat appears or command to fire is given, move to cover, draw and fire two (2) rounds from the right side standing barricade position, move to the right side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds. While in a position of cover, perform a magazine exchange.
7	25 YDS	4		On command the shooter will take one (1) step to the rear and one (1) to the left of the barricade. When the threat appears or command to fire is given, move to cover and fire

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
			Barricade	two (2) rounds from the left side standing barricade position, move to the left side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds.

A total of fifty (50) rounds will be fired with a maximum possible score of two hundred-fifty (250) points. Minimum qualification score is two hundred (200) out of two hundred-fifty (250) for eighty (80) percent.

Marksmanship Ratings.

220-230 = Marksman;

231-240 = Sharpshooter;

241-249 = Expert; and

250 = Distinguished Expert.

EXHIBIT 4F

CONTRACTOR PROVIDED EXPANDABLE BATON TRAINING

The Contractor must present 8 hours of expandable baton training and certification to all security guards. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

Annual expandable baton training and recertification is required.

Subject	Hours	Scope
Expandable Baton Training and Certification	8	The training will consist of both lecture and hand-on demonstrations pertaining to the nomenclature, maintenance requirements, drawing techniques, opening/closing techniques, tactical positions and stances, striking techniques and retention techniques.

EXHIBIT 5A

CONTRACTOR'S CERTIFICATION OF BASIC TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

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

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5B

CONTRACTOR'S CERTIFICATION OF SUPERVISORY TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

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

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5C

CONTRACTOR'S CERTIFICATION OF GOVERNMENT PROVIDED TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

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

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5D

CONTRACTOR'S CERTIFICATION OF REFRESHER TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

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

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5E

CONTRACTOR'S CERTIFICATION OF BASIC FIREARMS TRAINING AND QUALIFICATION

Employee's Name: _____

SSN: _____ - _____ - _____

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

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5F

CONTRACTOR'S CERTIFICATION OF ANNUAL FIREARMS QUALIFICATION

Employee's Name: _____

SSN: _____ - _____ - _____

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

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5G

**CONTRACTOR'S CERTIFICATION OF ANNUAL EXPANDABLE BATON
TRAINING AND CERTIFICATION**

Employee's Name: _____

SSN: _____

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

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

Expandable Baton Training Subjects as identified in Exhibit 4F of the Contract were presented by:

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

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 6

**CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE
ELIGIBILITY REQUIREMENTS**

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has fulfilled all the requirements stated below, and that the following documents are all current, valid, and properly filed in the employee's personnel file as required by Contract number _____.

Subject	Date Completed / Filed
Resume / Transcripts / Diploma	
SF 78 – Certificate Of Medical Examination	
Pre-employment Drug Screening	
Lautenberg Certification Form	
State, Local Firearms License	
Basic Training Completion Certificate	
Passing Score On Written Examination	
Firearms Training Certificate	
Firearms Qualification Certificate	
Government Provided Training Certificate	
Recertification Training Certificate	
Expandable Baton Training Certificate	
Magnetometer/X-Ray Training Certificate	
Refresher Training	
First Aid Training Certificate	
CPR/AED Training Certificate	

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

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

This certification shall be completed and submitted to the LCOTR with the Contract employee's suitability documentation (FPS 176, FD-258 Fingerprint Cards, and I-9 Employment Eligibility Verification) prior to the employee's initial performance under the contract and every three (3) years thereafter, concurrent with the employee's suitability adjudication renewal application. A copy of this certification shall also be placed in the contract employee's personnel file and shall be updated to reflect certification renewals as they occur.

EXHIBIT 6A

STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

RESERVED [INSERT ACTUAL COPY OF SF 78]

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

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

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

employees in the Federal classified service as may be required by the Civil Service Commission or its authorized representative. This order will supplement the Executive Orders of May 29 and June 18, 1923 (Executive Order, September 4, 1924).

Jaeger No. 2 Type
 without glasses: L _____ in. to _____ in. R _____ in. to _____ in.
 with glasses, if used: L _____ in. to _____ in. R _____ in. to _____ in.

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

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

250	500	1000	2000	3000	4000	5000	6000	7000	8000

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

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

Jaeger No. 2 Type

Conclusions: Summarize below any medical findings which, in your opinion, would limit this person's performance of the job duties and/or would make him a hazard to himself or others. If none, so indicate.
 No limiting conditions for this job
 Limiting conditions as follows

FOR AGENCY USE ONLY

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

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

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

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

Part E. TO BE COMPLETED BY AGENCY PERSONNEL OFFICER

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

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

Part F. HANDICAP CODE (to be completed only in pre-appointment cases)

If the person examined has or had a handicap listed below, circle the code number which pertains to that handicap. If more than one handicap applies, circle the one considered most limiting. If none of the handicap codes apply, circle code "00".		
00 No handicap of the type listed	40 Hearing aid required	52 Diabetes-controlled
10 Amputations-one major extremity	41 No usable hearing	53 Epilepsy-adequately controlled
11 Amputation-two or more major extremities	42 No usable hearing, with speech malfunction	54 History of emotional behavioral problems requiring special placement effort
20 Deformity or impaired function-upper extremity	43 Normal hearing, with speech malfunction	55 Mentally retarded
21 Deformity or impaired function-lower extremity or back	50 Tuberculosis-inactive pulmonary	56 Mentally restored
30 Vision-one eye only	51 Organic heart disease (compensated)-Valvular, arrhythmia, arteriosclerosis, healed coronary lesions	
31 No usable vision		
1. EXAMINING PHYSICIAN'S NAME (type or print)	2. SIGNATURE OF EXAMINING PHYSICIAN	
2. ADDRESS (including ZIP Code)	_____ <i>(signature)</i> <i>(date)</i> IMPORTANT: After signing, return the entire form intact in the pre-addressed "Confidential-Medical" envelope which the person you examined gave you.	

EXHIBIT 6B

KEY PERSONNEL RESUME

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

PROPOSED POSITION TITLE: _____

SUPERVISOR'S NAME: _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

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

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

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

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

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

Employee's Name:

SSN: - -

EDUCATION SUMMARY:

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

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

**EXHIBIT 6C
South Carolina**

SECURITY SUITABILITY REQUIREMENTS

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

Personnel Clearance	Post Requirements (or "None")
Top Secret	
Final Secret ¹	2
DOE "Q"	
DOE "L"	
NRC "Q"	
NRC "L"	
DHS Suitability ²	ALL

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

¹ Any security guard manning posts 1 and 2 at the Federal Bureau of Investigation Building (SC2071) are required to have a "Final Secret" Security Clearance. The FBI will conduct a Single Scope Background Investigation (SSBI) for all security guards that will be utilized to man these posts. The Federal Protective Service will still adjudicate security guards manning these posts.

² All security guard posts on this contract have been classified as Public Trust Positions and FPS has designated them as Moderate Risk Level positions per guidance provided by OPM. All security guards will be required to undergo a Minimum Background Investigation (MBI).

EXHIBIT 6C CONTINUED

TYPE OF INVESTIGATION	EXPLANATION OF INQUIRY
<p>Single Scope Background Investigation (SSBI)</p>	<p>The SSBI meets the coverage requirements of Executive Order 12968 for Top Secret, Sensitive Compartmented Information (SCI), and DOE "Q" access. Coverage includes:</p> <ul style="list-style-type: none"> ☐ PRSI (Personal Subject Interview) ☐ Employment 7 years ☐ Education 7 years and highest degree verified ☐ Residence 3 years ☐ References 4 minimum, 2 developed ☐ Law Enforcement 10 years ☐ Court Records 10 years ☐ Former Spouse 10 years ☐ Citizenship ☐ Subject and legal status of foreign-born family ☐ Spouse/Cohabitant National Agency Checks (NACs) ☐ Credit 7 years ☐ NACs <p>† NATIONAL AGENCY CHECK (NAC): The NAC is a part of every background investigation. Standard NACs are: Security/Suitability Investigations Index (SII), Defense Clearance Investigation Index (DCII), FBI Name Check, FBI National Criminal History Fingerprint check.</p>
<p>Minimum Background Investigation (MBI)</p>	<p>Generally used for Moderate Risk public trust positions. Coverage (by inquiry only except for PRSI) includes: (Same as NACI)</p> <ul style="list-style-type: none"> ☐ Employment 5 years ☐ Education 5 years and highest degree verified ☐ Residence 3 years ☐ References (not mandatory) ☐ Law Enforcement 5 years ☐ NACs <p>Additions to standard NACI</p> <ul style="list-style-type: none"> ☐ PRSI (Personal Subject Interview) ☐ Credit 7 years

SUITABILITY SCREENING REQUIREMENTS FOR CONTRACTORS

I. Purpose

This Management Directive (MD) establishes the interim policy and procedures for determining a person's suitability to work or provide services as a contractor to the Department of Homeland Security.

II. Scope

This MD applies to DHS Headquarters and all DHS Components. The provisions of this MD define the suitability-screening standards for contractor personnel (at any tier) requiring unescorted ("staff-like") access to DHS-owned facilities, DHS-controlled facilities, or commercial facilities operating on behalf of DHS; access to DHS's information technology (IT) systems and the systems' data; or access to Sensitive Information (as defined herein). This directive defines the minimum standards, but does not prohibit any Component from exceeding the requirements.

III. Authorities and References

- A. Office of Personnel Management, Investigations Service, Investigator's Handbook, February 1999.
- B. Office of Management and Budget Circular No. A-130, App. III, Security of Federal Automated Information Resources, November 28, 2000.
- C. DHS Sensitive Systems Handbook 4300A, Version 3.1, July 29, 2005.
- D. DHS Sensitive Systems Policy Directive 4300A, Version 3.1, July 29, 2005.
- E. DHS Management Directive 11042.1, Safeguarding Sensitive but Unclassified (For Official Use Only) Information, January 6, 2005.
- F. DHS Acquisition Regulation (HSAR), Sections 3052.237-70(a) and 3052.237-71 (codified at 48 C.F.R. 3052.237-70 & 3052.237-71).

IV. Definitions

A. **Allied Nations**: Those countries allied with the United States in a current defense effort. This list is maintained by the Department of State. For an authoritative list of allied countries, components should contact the Office of the Assistant Legal Adviser for Treaty Affairs, U.S. Department of State.

B. **Background Investigation (BI)**: Consists of a National Agency Check (NAC), personal interviews with the individual and other sources, credit checks, law enforcement agency checks, residences checks, and employment checks.

C. **Components**. As defined in DHS Management Directive 0010.2, all the entities that directly report to the Office of the Secretary, which includes the Secretary, Counselors and his or her staff, Deputy Secretary and his or her staff, and the Chief of Staff and his or her staff.

D. **Contract**: as defined in the Federal Acquisitions Regulations, a contract is a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, *et seq.*

E. **Contractor**. An agent or employee of an entity that provides supplies or services to DHS pursuant to a contract (as defined herein).

F. **DHS Facility**. DHS-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which is under the jurisdiction, custody or control of the Department; DHS-controlled commercial space shared with non-government tenants; DHS-owned contractor-operated facilities; and Facilities under a management and operating contract such as for the operation, maintenance, or support of a Government-owned or-controlled research, development, special production, or testing establishment.

G. **Information Technology (IT)**: As defined by 40 U.S.C. § 11101(6) ("Clinger-Cohen Act"), any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by DHS. This definition applies if the equipment is used by DHS directly or is used by a contractor under a contract with DHS that requires the use of that equipment; or of that equipment to a significant extent in the performance of a service or

the furnishing of a product. The definition includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources. The definition does not include any equipment acquired by a federal contractor incidental to a federal contract.

H. **IT Systems**: Information technology systems that are (1) owned, leased, or operated by a Component; (2) operated by a contractor on behalf of DHS; or (3) operated by another Federal, state, or local government agency on behalf of DHS.

I. **Lawful Permanent Resident**: Any person not a citizen of the United States who is residing in the U.S. under legally recognized and lawfully recorded permanent residence as an immigrant. Also known as "Permanent Resident Alien," "Resident Alien Permit Holder," or "Green Card Holder."

J. **Limited Background Investigation (LBI)**: Consists of a National Agency Check (NAC), personal interview with the individual, education checks, credit checks, law enforcement agency checks, residence checks and employment checks consisting of personal interviews and/or records reviews.

K. **Minimum Background Investigation (MBI)**: Consists of a National Agency Check (NAC), personal interview with the individual, reference checks, credit checks, law enforcement agency checks, residence checks, and employment checks. Other than the personal interview, there are no source interviews conducted during this investigation.

L. **National Agency Check (NAC)**: Consists of records searches in the Office of Personnel Management (OPM) Security/Suitability Investigations Index; FBI Identification Division/Headquarters investigation files; FBI National Criminal History Fingerprint File; Defense Clearance and Investigations Index; and other sources, as necessary, to cover specific areas of a subject's background.

M. **National Agency Check and Credit**: Consists of a National Agency Check and credit checks.

N. **National Agency Check with Inquiries (NACI)**: Consists of a NAC, employment checks, education checks, law enforcement agency checks, and personal reference checks. Pursuant to the requirements of Homeland Security Presidential Directive 12, a NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a DHS Personal Identity Verification (PIV) Card.

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

1. Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. section 211-224; its implementing regulations, 6 C.F.R. Part 29; or the applicable PCII Procedures Manual; or
2. Sensitive Security Information (SSI), as described in 49 C.F.R. Part 1520; or
3. Sensitive but Unclassified Information (SBU), which consists of any other information which:
 - a. If provided by the government to the contractor, is marked in such a way to place a reasonable person on notice of its sensitive nature;
 - b. Is designated "sensitive" in accordance with subsequently adopted homeland security information handling requirements.

P. **Suitability**. Identifiable character traits and past conduct which are sufficient to determine whether or not a given individual is likely to carry out the duties of a job with appropriate integrity. Suitability-screening standards and determinations are distinct from security clearance standards and determinations, which address whether an individual is eligible for access to classified information.

Q. **Suitability screening**. The process of determining a person's suitability for employment to work or provide services as a contractor to DHS.

V. Responsibilities

A. The **Chief of Personnel Security Division, Office of Security**, under the direction of the Chief Security Officer (CSO), has responsibility for the oversight of DHS Contractor Suitability Screening Program, including the issuance and implementation of policies and procedures.

B. The **Personnel Security Office** of each DHS Component is responsible for:

1. Implementing the minimum standards required by this MD;
2. Working with component acquisition and program offices to develop specific procedures for incorporating contractor suitability screening requirements into the procurement and contract oversight process;
3. Documenting the process by which a risk-level assessment is made;
4. Conducting, adjudicating, and tracking suitability-screening investigations.

C. **The Acquisition/Program Office** of each DHS Component is responsible for:

1. Working with the component security office to establish risk levels for positions;
2. Notifying the security office if the contractor's status changes in any way.
3. Notifying the contracting entity of the results of the suitability screening for individual contractors.

D. The **Chief Procurement Officer** is responsible for ensuring that DHS contracting offices implement this MD.

E. The **Chief Information Officer** is responsible for ensuring that all IT systems acquisition documents, including existing contracts, include appropriate IT security requirements and comply with DHS IT security policies.

VI. Policy & Procedures

A. **General.**

1. To ensure the protection of DHS facilities, sensitive information, and resources, contractors must undergo screening to determine their suitability to work under contract with DHS. DHS reserves the right to restrict access to DHS facilities, sensitive information, or resources by any contractor. DHS does not control whom a contracting company may employ.
2. A determination of a contractor's fitness for access to DHS facilities, sensitive information, or resources is known as a suitability determination and is made by DHS personnel security specialists. Suitability determinations are different from security clearance

determinations (i.e., the determination of whether an individual should be eligible for access to classified information).

3. DHS will afford fair, impartial, and equitable treatment to all contractors through the consistent application of suitability standards, criteria, and procedures as specified in applicable laws, regulations, and orders.

B. Risk Assessment:

1. Contractors having access to DHS facilities, IT systems, or Sensitive Information will receive an appropriate suitability screening, based on the risk level of their positions.

2. The DHS program official and security office within each Component with sufficient authority, responsibility, and knowledge of the acquisition is responsible for determining the risk level for each contractor position. The risk level must be based on an overall assessment of the damage that an untrustworthy contractor could cause to the efficiency or the integrity of DHS's operations. When determining risk levels, program officials may compare the contractor's duties, responsibilities, and access with those of DHS employees in similar positions.

3. The following criteria shall be used to determine the risk levels for each position occupied by a contractor:

a. High Risk: High Risk positions have the potential for exceptionally serious impact on the integrity and efficiency of the service. These positions involve duties that are especially critical to the agency or the program mission with a broad scope of responsibility and authority.

b. Moderate Risk: Moderate Risk positions have the potential for moderate to serious impact on the integrity and efficiency of the service. These positions involve duties that are considerably important to the agency or program mission with significant program responsibility or delivery of service.

c. Low Risk: Low Risk positions have the potential for limited impact on the integrity and efficiency of the service. These positions involve duties and responsibilities of limited relation to the agency or program mission.

4. Appendix 1 outlines the security forms, background investigations, and waiver checks required for DHS contractors at each risk level.

C. **Adjudicative Criteria:** Contractor suitability determinations are to be made in accordance with the following criteria:

1. Specific factors. When making a suitability determination, the following may be considered a basis for finding an individual unsuitable:

- a. Misconduct or negligence in employment;
- b. Criminal or dishonest conduct;
- c. Material, intentional false statement or deception or fraud in examination or appointment;
- d. Refusal to furnish testimony;
- e. Alcohol abuse of a nature and duration which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others;
- f. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
- g. Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force;
- h. Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.

2. Additional considerations. In making a suitability determination, components shall consider the following additional considerations to the extent they deem them pertinent to the individual case:

- a. The nature of the position for which the person is applying or in which the person is employed;
- b. The nature and seriousness of the conduct;
- c. The circumstances surrounding the conduct;
- d. The recentness of the conduct;
- e. The age of the person involved at the time of the conduct;
- f. Contributing societal conditions;
- g. The absence or presence of rehabilitation or efforts toward rehabilitation.

3. A contractor's eligibility may be cancelled or a contractor may be denied employment or be removed when the suitability determination finds that the contractor is unsuitable for the reason(s) cited above.

D. **Entry on Duty Determinations:** Subject to the below requirements, components may implement procedures for making entry-on-duty (EOD) determinations. A favorable EOD determination allows the contractor to commence work before the required background investigation is completed. The EOD determination does not substitute for the required background investigation. In addition, if a contractor for a High Risk IT position (for

example, system administrator, programmer, hardware technician, or firewall manager) receives a favorable EOD determination, the contractor may only perform duties equivalent to Moderate Risk positions until the required background investigation is completed.

E. Citizenship & Residency Requirements:

1. Only U.S. citizens are eligible for employment on contracts requiring accessing DHS IT systems or involvement in the development, operation, management, or maintenance of DHS IT systems, unless a waiver is granted in accordance with paragraph M.1. Lawful Permanent Residents are not U.S. citizens.

2. Only U.S. citizens and Lawful Permanent Residents are eligible for employment on contracts requiring access to sensitive information, unless a waiver is granted in accordance with paragraph M.2.

3. For contractor employees who have resided outside of the United States for more than two of the last five years preceding DHS employment, U.S. citizen sources must verify his/her reportable activities (for example, places of residence, educational institutions attended, etc.) outside the United States within this five-year period. Sufficient information must be available to permit such an investigation to be conducted to the same standard as would be required if the contractor employee resided within the United States. Otherwise, the contractor employee will be ineligible to work on the contract. Exceptions to the residency requirement include if the contractor employee works or worked for the United States overseas in a Federal or Military capacity or if the contractor employee is or was a dependent of a Federal or Military employee serving overseas.

F. Retroactive Effect:

1. Contractors who have been investigated and approved by Components prior to the issuance of this MD are eligible to remain on the existing contract, to include the exercise of options, even though they may not have had an investigation commensurate with the risk level indicated in Appendix 1. The required investigation must be scheduled not later than one year after the issuance of this MD. Such contractors cannot perform work under a different contract or at a different risk level when performing under the same contract until the investigative requirements in Appendix 1 are met. After a re-compete and award on same contract, contractors must meet the required background investigation standards in Appendix 1.

2. Contractors currently working on a DHS contract who have not

been investigated prior to the issuance of this MD must meet the investigative standard in Appendix 1. The required background investigation on these individuals must be scheduled not later than six months after issuance of this MD. Contractor employees may continue to work while the investigation is in process.

3. Lawful Permanent Residents who have been investigated and approved by Components prior to the issuance of this MD to work on unclassified contracts that involve access to or assisting in the development, operation, management or maintenance of DHS IT systems may remain in the present position. However, they are not eligible to (1) transfer between contracts; (2) transfer to another position at a higher risk level; or (3) remain on a contract after a re-compete and award unless a waiver is granted in accordance with paragraph M.2.

G. **Reinvestigations**: Contractors in High Risk positions will be reinvestigated every five years or more frequently as circumstances warrant. Contractors in Moderate or Low Risk positions are not required to be reinvestigated unless specific derogatory information is received that would warrant reinvestigation.

H. **Fingerprinting of Contractors**:

1. Fingerprints are required for all investigations. Fingerprints can be taken by DHS security personnel; Federal, state, or local law enforcement personnel; or the contracting entity's security staff.

2. The Fingerprint Card (FD-258) will be used and requires the signature of the person fingerprinted and the signature of the person who took the fingerprints. Component security office personnel will review all FD-258s to ensure that this requirement is met and that the signature on the FD-258 of the person being fingerprinted matches the signature on the "Questionnaire for Public Trust Positions" (Standard Form 85P).

3. Personnel who take fingerprints will obtain a government-issued identification from the person fingerprinted and confirm the person's identity by comparing it to the information on the FD-258.

I. **Safeguarding Requirements**: Component personnel security offices will store background investigations in a combination-locked cabinet or safe or equally secure area. Any disclosures of information from background investigation files must be made in accordance with appropriate laws, regulations, and the DHS Privacy Act system of records notice.

J. **Procurement Actions**: Components must ensure that contractor requirements for suitability screening, as required by this MD, are included in

solicitations and contracts, and that potential offerors, bidders, and contractors are aware of all suitability screening requirements at the earliest stages of the acquisition.

K. **Standards for Using Previous Investigations**: Some contractors may have already been investigated by another Federal agency. Components will use these investigations whenever practicable to reduce the number of investigation requests, associated costs, and unnecessary delays. The following standards for use of these investigations will apply.

1. New security forms will be obtained and pre-employment checks will be completed.
2. Any investigation conducted by or for another federal agency on a contractor that is of the *same or higher type and scope* as the one required is sufficient to meet the investigative requirements if it was conducted within the past five years. If that investigation is unavailable, a new, appropriate investigation will be completed. The investigation will be obtained and reviewed in conjunction with pre-employment checks to make a suitability decision for employment in accordance with paragraph VI.C. above.
3. Any investigation conducted by or for another federal agency on a contractor whose scope is *less* than that required will be upgraded to meet the investigative requirements of the position if it was conducted within the past five years.

L. **Adverse Information and Revocation of Access**

1. When adverse information is developed in the course of an investigation, the scope of the inquiry will normally be expanded to the extent necessary to obtain such additional information as may be required to determine whether the contractor may be granted unescorted access to DHS facilities and sensitive information.
2. A contractor on whom unfavorable or derogatory information has been developed must be confronted with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).
3. Adverse information may not be disclosed to the contractor's employer. When a final determination has been made, the employer shall be informed, simultaneously with notification to the affected individual, that the contractor is ineligible to render services or otherwise perform under the contract. The decision of DHS does not intend to imply that

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affect

M. **Waivers**

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RISK LEVEL	SECURITY FORMS REQUIRED	TYPE OF REQUIREMENTS
		IT Positions
HIGH	-SF 85P -FD 258 -Credit Release Form -SF 85P-S ²	Background Investigation (BI)
MODERATE		Minimum Background Investigation (MBI)
LOW ³	-SF-85P -FD-258	(Not applicable for no IT positions) "Low"

¹ See Appendices 2, 3, and 4 for specific information.

² Only Weapons-Carrying Contract Guards.

³ NACI must be initiated and a favorable final report must be received. DHS Personal Identity Verification (PIV) Card.

HSCEGI-07-A-00013
Armed Security Guard Service
State of South Carolina

Rules and Regulations Governing Conduct on Federal Property

December, 2002

Federal Management Regulation Title 41, Code of Federal Regulations, Part 102-74, Subpart C

Applicability (41 CFR 102-74.395). The rules in this subpart apply to all property under the authority of the U.S. General Services Administration 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 part 102-74 at each public entrance to each Federal facility.

Inspection (41 CFR 102-74.378). 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 (41 CFR 102-74.375). Federal agencies must:

- 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.
- Close property to the public during working hours only when situations require this action to ensure 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 Sec. 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.
- Ensure, when property or a portion thereof is closed to the public, that admission to the property, or the affected portion, is restricted 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 (41 CFR 102-74.380). All persons entering in or on Federal property are prohibited from:

- Improperly disposing of rubbish on property;
- Willfully destroying or damaging property;
- Stealing property;
- Creating any hazard on property to persons or things;
- Throwing articles of any kind from or at a building or the climbing upon eaves, ladders or any part of the building.

Conformity with Signs and Directions (41 CFR 102-74.385). Persons in and on property must at all times con-

ply with official signs of a prohibitory, regulatory or directory nature and with the lawful direction of Federal police officers and other authorized individuals.

Disturbances (41 CFR 102-74.390). All persons entering in or on Federal property are prohibited from loitering, exhibiting disorderly conduct or exhibiting other conduct on property which:

- Creates loud or unusual noise or a nuisance;
- Unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots;
- Otherwise impedes or disrupts the performance of official duties by Government employees; or
- Prevents the general public from obtaining the administrative services provided on the property in a timely manner.

Gambling (41 CFR 102-74.395). 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-Shipboard Act (20 U.S.C. 107 et seq.), all persons entering in or on Federal property are prohibited from:

- Participating in games for money or other personal property;
- Operating gambling devices;
- Conducting a lottery or pool; or
- Selling or purchasing of numbers tickets.

Narcotics and Other Drugs (41 CFR 102-74.400). 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:

- Being under the influence, using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines; or
- Operating a motor vehicle on the property while under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines.

Alcoholic Beverages (41 CFR 102-74.405). 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 (41 CFR 102-74.410). All persons entering in or on Federal property are prohibited from soliciting commercial or political donations, vending merchandise of all kinds, displaying or distributing commercial advertising, or collecting private debts, except for:

- 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;
- Concessions or personal notices posted by employees on authorized bulletin boards;
- Solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Public Law 95-454); and
- Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under the Public Buildings Cooperative Use Act of 1978 (40 U.S.C. 261(h)). Public areas of GSA-controlled property may be used for other activities in accordance with subpart D of this part.

Posting and Distributing Materials (41 CFR 102-74.415). All persons entering in or on Federal property are prohibited from:

- Distributing free samples of tobacco products in or around Federal buildings, under Public Law 104-32, Section 838.
- Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in Sec. 102-74.410, or when these displays are conducted as part of authorized Government activities.
- 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 Sec. 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 (41 CFR 102-74.420). Except where security regulations apply or a Federal court order or rule prohibits it, persons entering in or on Federal property may take photographs of:

- Space occupied by a tenant agency for non-commercial purposes only with the permission of the occupying agency concerned;
- Space occupied by a tenant agency for commercial purposes only with written permission of an authorized official of the occupying agency concerned; and
- Building entrances, lobbies, foyers, corridors, or auditoriums for news purposes.

Dogs and Other Animals (41 CFR 102-74.425). Except seeing eye dogs, guide dogs, and animals used or being trained to guide or assist handicapped persons, per-

sons may not bring dogs or other animals on Federal property for other than official purposes.

Vehicular and Pedestrian Traffic (41 CFR 102-74.430). All vehicle drivers entering or while on Federal property:

- Must drive in a careful and safe manner at all times;
- Must comply with the signals and directions of Federal police officers or other authorized individuals;
- Must comply with all posted traffic signs;
- 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;
- Are prohibited from blocking entrances, driveways, walks, loading platforms, or fire hydrants; and
- 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 (41 CFR 102-74.435). 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 (41 CFR 102-74.440). 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 Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

Non-discrimination (41 CFR 102-74.445). Federal agencies must not discriminate by segregation or otherwise against any person or persons because of race, creed, sex, color, 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 (41 CFR 102-74.450). A person found guilty of violating any rule or regulation in subpart C of this part while on any property under the charge and control of the U.S. General Services Administration 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 (41 CFR 102-74.455). 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.

WARNING

WEAPONS PROHIBITED

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 Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

Contractor's Certificate

Contract Employee's Name:

I hereby certify that the above-named employee is qualified for the position and that the following documents are all in the employee's personnel file:

SUBJECT

RESUME/TRANSCRIPTS/DIPLOMA
SF 78 – CERTIFICATE OF MEDICAL
PRE-EMPLOYMENT DRUG SCREENING
LAUTENBERG CERTIFICATION FOR
STATE/LOCAL FIREARMS LICENSE
BASIC TRAINING COMPLETION CERTIFICATE
PASSING SCORE ON WRITTEN EXAMINATION
FIREARMS TRAINING CERTIFICATE
FIREARMS QUALIFICATION CERTIFICATE
GOVERNMENT PROVIDED TRAINING
RECERTIFICATION TRAINING CERTIFICATE
EXPANDABLE BATON TRAINING CERTIFICATE
MAGNETOMETER/X-RAY TRAINING CERTIFICATE
REFRESHER TRAINING
FIRST AID TRAINING CERTIFICATE
CPR/AED TRAINING CERTIFICATE

HSCEGI-07-A-00013
Armed Security Guard Services
State of South Carolina

CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE
ELIGIBILITY REQUIREMENTS

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

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

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

CERTIFICATION:

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

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

*This certification shall be completed and submitted to the COTR with the Contract employee's
suitability documentation (SF 176 and Fingerprint Cards) prior to the employee's initial
performance under the Order and every two (2) years thereafter, concurrent with the
employee's suitability adjudication renewal application. A copy of this certification shall also
be placed in the Contract employee's personnel file and shall be updated to reflect certification
renewals as they occur.*

Exhibit 9

Wage Determination for the State of South Carolina

- a. The minimum wage rates and fringe benefits applicable to the Base Year are outlined in the applicable U.S. Department of Labor Wage Determination No. CBA-2004-0269 previously provided.

200402692.txt

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT

EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor

WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

Wage Determination No.: 2004-0269

William W. Gross

Division of

Revision No.: 2

Director

Wage Determinations

Date of Last Revision: 08/31/2007

State: South Carolina

Area: South Carolina Statewide

Employed on Department of Homeland Security contract for Guard services :

Collective Bargaining Agreement between Security Consultants Group, Inc. and Industrial, Technical and Professional Employees Union, (ITPEU AFL-CIO) effective October 1, 2007 through September 30, 2010.

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

AGREEMENT BETWEEN
INDUSTRIAL, TECHNICAL AND
PROFESSIONAL EMPLOYEES
UNION, AFL-CIO

AND

SECURITY CONSULTANTS GROUP, INC.

FOR BENEFIT OF

SOUTH CAROLINA EMPLOYEES

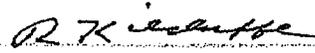
EFFECTIVE: OCTOBER 1, 2007
THROUGH SEPTEMBER 30, 2010

MEMORANDUM

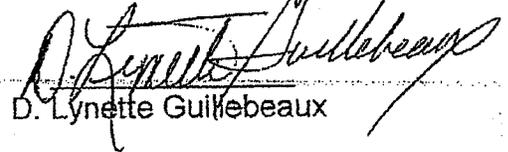
It is agreed by both parties that mileage in excess of fifty (50) Miles one way from work station to work station will be compensated at the appropriate IRS Mileage Rate in effect at the time of travel (Currently \$.485).

For the Company:

For the Union:



Robert R. Kilduffe



D. Lynette Guillebeaux

Date: 8/15/07

ATTACHMENT #4
Contract Clauses

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

Availability of Funds. (APR 1984) 52.232-18

Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004) 52.245-5

Key personnel or facilities. (DEC 2003) 3052.215-70

Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003) 3052.222-70

Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003) 3052.222-71

Dissemination of Contract Information. (DEC 2003) 3052.242-71

Contracting Officer's Technical Representative. (DEC 2003) 3052.242-72

Government property reports. (JUN 2006) 3052.245-70

Insurance. (DEC 2003) 3052.228-70

Insurance - Work on a Government Installation. (JAN 1997) 52.228-5

B. Clauses Incorporated in Full Text

Option to Extend Services (NOV 1999) 52.217-8

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days before the contract expires.

Availability of Funds for the Next Fiscal Year. (APR 1984) 52.232-19

Funds are not presently available for performance under this contract beyond beyond September 30, 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

Stop-Work Order. (AUG 1989) 52.242-15

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

Government Delay of Work. (APR 1984) 52.242-17

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this

contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed -

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

Security requirements for unclassified information technology resources. (JUN 2006) 3052.204-70

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

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

(1) Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

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

with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

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

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

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

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

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system.

Organizational elements shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

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

(End of clause)

Contractor employee access. (JUN 2006) 3052.204-71

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

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 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)

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

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

(ii) In the case of an acquisition with respect to a domestic

partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

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

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

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

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

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

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

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

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

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

(e) *Treatment of Certain Rights.*

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

transaction, as follows:

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

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

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

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

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

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

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

Period of Performance

The ordering period for the resulting BPA will be up to five (5) years. Individual calls/orders will include specific performance periods. The BPA will be reviewed annually in accordance FAR 8.405-3 and 52.222-43. The BPA is anticipated to be awarded on 1 May 2007.

Attachment #5
INVOICING

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

a. By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 4 Invoice

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

802-288-7658

c. By e-mail:

Invoice.Consolidation@dhs.gov

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

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

"...An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and

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

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

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

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

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

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

Invoices without the above information may be returned for resubmission.

2. PAYMENTS

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

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

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

subject to contractual and legal actions.

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

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

3. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

A. Deductions for Failure to Provide Man-hours

1. To compute man-hour deductions, the Contracting Officer's Technical Representative (COTR) will compare the man-hours reported by the Contractor with the approved sign-in/sign-out form.
2. In the event the Contractor reports more hours than are reflected on the approved Sign-in/Sign-out form, the form will prevail. For example: If the weekly report submitted by the Contractor indicates that an employee worked 8 hours and the sign-in/sign-out form shows that employee as having been in the building 5 hours, the 5 hours will prevail and a deduction will be taken for the 3 hours not furnished. In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for labor, deductions will be made at the current base hourly rate.

B. Deductions for Exceeding 12-Hour On-Duty Limitation

The Government has the authority to assess deductions from Order payments for all hours where guards exceed the 12-hour on-duty limitation. (See Statement of Work, Paragraph 04.H, Limitations on Man-hours to be Provided by Individual Employees). For each hour or part thereof where a guard works over 12 hours without prior approval by the Contracting Officer's Technical Representative (COTR), the Government will deduct the hourly price (or part thereof, if less than one hour is worked).

C. Contractor Use of R4-139 Form, or Approved Alternate

The Contractor shall maintain, on a daily basis, all applicable R4-139's to document personnel attendance. The original copy must be maintained at a location accessible to the Contracting Officer's Technical Representative (COTR) or designee. The Contractor shall incorporate and certify that the data contained on the approved sign-in form is accurate, complete and in agreement with the hours presented on their invoice. (Facsimile copies of completed R4-139's may not be used for this purpose.)

4. 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 (COTR) shall be paid by the Contractor.

Attachment #6 DHS MD 11055
Suitability screening requirements for contractors

Attachment 7 DHS
MD 11055 (2) (2).pdf

**ARTICLE I
PARTIES AND TERMS OF AGREEMENT**

THIS AGREEMENT is made and entered into this 15th day of August, 2007, by and between Security Consultants Group, Inc. (SCG), hereinafter referred to as the Company, and the Industrial, Technical and Professional Employees Union, (ITPEU AFL-CIO), hereinafter referred to as the Union.

This Agreement shall become effective on October 1, 2007 and shall continue in full force and effect through and until Midnight, September 30, 2010, and thereafter it shall be considered automatically renewed for successive periods of twelve months unless, either party shall serve notice upon the other as prescribed in Article XXXIII hereof. In the event that the U.S. Government, herein referred to as the Client, terminates the current or any succeeding Service Contract Act contract with the Company for security services in the State of South Carolina, this Agreement will become null and void.

**ARTICLE II
PURPOSE**

Section 1. Whereas the general purpose of this Agreement is to promote the mutual interests of the Company and its employees, and to provide for the operation of the Company's business under methods which will further, to the fullest extent possible, the safety of the employees, economy, and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions to production, the parties to the Agreement hereby agree to cooperate fully for the purpose of preventing and adjusting misunderstandings by establishing rules and minimum wage rates based on the standard of "a day's work for a day's pay."

Section 2. This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union.

Section 3. The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company agree that they will use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company, and that neither their representatives nor their members will intimidate, coerce or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union. Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, national origin, Military Veteran status, or disability. The Company and the Union recognize that the object of providing equal employment opportunities for all people is consistent with the Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

ARTICLE III RECOGNITION

Section 1. The Company recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment, or other conditions of employment for all security officers as defined in Section 9 (b) (3) of the National Labor Relations Act, as amended, employed by the Company by GSA under the Service Contract Act for security services in the State of South Carolina, excluding all office clerical employees, professional employees, and supervisors as defined in the Act. A supervisor (Contract Manager, Captain & Lieutenant) is an individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, demote, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them to adjust their grievances, or effectively to recommend such actions to a higher authority within the Company.

Section 2. The Company reserves the right, in cases of emergency, to hire temporary employees under the GSA Service Contract Act for security services in the State of South Carolina for a period of ninety (90) days. Said employees shall be covered by this Agreement including the Probationary provisions of Article IX hereof.

ARTICLE IV WORK OF EMPLOYEES

Section 1. The work of employees shall be the work presently performed by employees within the bargaining unit and new or additional bargaining unit work assigned to the unit by the Company. Employees covered by this Agreement shall perform all duties and assignments outlined by the Company, including Company's Standard Operating Procedure, and the Company's client, The Site Supervisor may be called to perform the duties of a Security Officer only in emergency situations (Security Officer not reporting for duty, late for duty, becoming sick while on shift, etc.) until a bargaining unit member may be called in. In emergency situations, if there is not a bargaining unit member that may be called in without that member incurring travel expenses or without placing undue financial hardship on the Company, the Site Supervisor shall be allowed to perform the duties of a Security Officer.

Section 2. Employees covered by this agreement are contract employees and as such, are covered by the Service Contract Act.

Section 5. The Company shall have the right at any time to establish, administer, or change a drug and alcohol abuse prevention program. The Company shall have the right at any time to test employees for drugs or alcohol and to discipline or discharge employees based on the results of such tests provided said tests meet all requirements under federal regulations.

Section 6. The above Management Rights are all-inclusive except where modified subject to this Agreement.

ARTICLE VI DISCIPLINE AND DISCHARGE

Section 1. The Union recognizes and acknowledges that the Company has the duty of maintaining good discipline among its employees because the Company is responsible for the efficient operation of its business.

Section 2. The Company shall have the right to discipline employees for just cause. The disciplinary action will be administered within five (5) working days of the offending conduct, excluding Saturday, Sunday, and holidays, unless for operational reasons the five (5) working day period has to be extended, however, disciplinary action will not be withheld for an unreasonable period of time.

Section 3. In the case of any offense for which an employee may be discharged, the Company may, in its sole discretion and in good faith, impose a lesser penalty.

Section 4. After imposing a penalty for an offense, the Company may suspend all or part of such penalty or penalties on condition of good behavior by the employee concerned for a period of not more than one year (from the anniversary date of the offense), during which time the employee concerned shall be on disciplinary probation. In the event of misbehavior by the employee during the term of probation, the Company may reinstate the suspended penalty in addition to any new penalty it may impose for the new offense.

Section 5. When individuals accept employment with the Company, they are expected to conduct themselves with proper regard for the rights of others and of the Company. SCG employees are expected to be good corporate, as well as private, citizens. Listed in the Rules for Personal Conduct are a number of the most serious acts of misconduct and the penalties imposed when they occur. Other infractions will be dealt with, as the individual cases require.

Section 6. While on Company or Client premises for the purpose of investigating a grievance or for any other purpose for which the Company has given its permission, an employee-representative of the Union shall have no right to claim any immunity from the requirements of good discipline. The Rules for Personal Conduct, as well as site-specific orders, and SCG Protective Forces Policies and Procedures will also apply.

**ARTICLE VII
NO STRIKES/NO LOCKOUT**

Section 1. There shall be no strikes (including sympathy, unfair labor practice, or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts, any acts honoring a picket line or any other acts that interfere with the Company's operations or the production or the sale of its products or services during the term of this Agreement by the Union, its officers, agents and members, or by the employees. It is understood that the foregoing proscriptions are specifically intended to include, but are in no way limited to, the following:

- (a) The honoring of a picket line, or any other concerted activity, of either a sister or affiliated local of the Union, of any other organized unity at the Company or of any other group or individual; and
- (b) The participation in or support or encouragement of any consumer boycott, advertising boycott, or information picketing of either a sister or affiliate local of the Union; of any other organized unit at the Company or any other group or individual.

Section 2. The Union agrees that it will not authorize, ratify, or condone any strike or any other activity described herein. In the event of any strike or any other proscribed activity not authorized, ratified, or condoned by the Union, the Union and its officers, agents, and representatives will make every good faith effort to end such activity. Such good faith efforts must include, but are in no way limited to the following:

- (a) The Union will, as soon as possible, declare publicly that such action is unauthorized;
- (b) The Union will inform all employees who participate in the strike or other proscribed activity that it is their individual responsibility; and
- (c) The Union will instruct all employees involved in the strike or other proscribed activity to immediately cease this violation of their Agreement and to return to work.

Section 3. The Union shall not question the unqualified right of the Company to discipline or discharge employees engaging in, participating in or encouraging such action. It is understood that such action on the part of the Company shall be final and binding upon the Union, and its members, and shall in no way be construed as a violation by the Company of any provisions of this Agreement.

Section 4. The Company shall have direct recourse to the National Labor Relations Board or the courts for a violation of this Article.

Section 5. The Employer agrees that there shall be no lockout during the life of this Agreement.

**ARTICLE VIII
REDUCTION OR INCREASE IN FORCES**

Section 1. Bargaining unit seniority shall be calculated from the last date of hire into the bargaining unit.

Section 2. If laid off for lack of work, an employee shall be retained on the recall list for a period of one year from the day of lay-off or for a period of time equal to his/her total length of bargaining unit service, whichever is greater.

Section 3. Whenever there is to be a reduction in force in the bargaining unit, the least qualified employee(s) with the shortest bargaining unit seniority in the classification affected will be given a minimum of one week notice of lack of work, provided the Company receives the notification from the client to that effect prior to the one week requirement. However, exceptions will be made to accommodate the Company's contractual requirement to maintain an adequate reserve force.

Section 4. The employee(s) notified of lack of work will be given the opportunity to fill any available opening within the bargaining unit which the employee is qualified to perform, provided no additional training or moving expense is required.

Section 5. Employees recalled from lay-off shall be so recalled in like manner: in order of seniority, the last laid off, who has passed the shooting test and the FPS test, is first to be recalled.

Section 6. When a vacancy occurs, the vacancy will be offered to the most qualified senior employee who meets the requirements for the job vacancy and is acceptable to the Contracting Officer's technical representative (Federal Protective Officer in charge of security) before assigning a new employee to the post. Final selection will be made by the Company based upon seniority and other applicable selection criteria, including their completion of the job requirements (passing score on the shooting test and the FPS test), and their acceptability to the Contracting Officer's technical representative. An employee shall be deemed acceptable to the Contracting Officer's technical representative unless that representative has rejected the employee with an explanation for the rejection.

Section 7. Employees who are promoted out of the bargaining unit, but continue to be employed by the Company, lose their seniority within the bargaining unit, minus time served in management.

**ARTICLE IX
PROBATIONARY EMPLOYEES**

Section 1. New employees and those hired after a break in continuity of employment shall be considered as probationary employees for the first ninety (90) calendar days of continuous employment. An employee's probationary period can be extended for an additional thirty (30) calendar days by their supervisor, if warranted.

Section 2. The Company shall have the right to discharge or otherwise discipline probationary employees during or prior to the end of the probationary period, with or without cause, and the discharge or other discipline shall not be the subject of a grievance either by the employee or by the Union.

**ARTICLE X
GRIEVANCE PROCEDURE**

Section 1. Any grievance as defined herein initiated by an employee or group of employees shall be handled in accordance with this grievance procedure.

Section 2. A grievance is defined as a claim or dispute with the Company by an employee or employees involving an alleged violation by the Company of the terms of this Agreement.

Section 3. The employee(s) will attempt to resolve the grievance by discussion with the Site Supervisor within forty-eight (48) hours of the time the events giving rise to the grievance occurred, either with or without their designated representative, as the employee shall elect, in an attempt to settle the grievance. Pending settlement of the dispute and/or grievance, the Site Supervisor's order shall be followed.

Section 4. Step 1: Upon receiving the decision of the Site Supervisor, within five (5) working days, excluding Saturday, Sunday, and holidays, the employee(s), if dissatisfied with the Site Supervisor's disposition of the request or complaint, may formally present the alleged grievance in writing to the Program Manager, with or without their designated representative being present, as the employee(s) may elect. The grievance presented in this Step shall be set forth in writing. The written grievance must recite the Article of this Agreement, which the individual and/or the Union allege the Company has violated. The Program Manager shall be required to answer the complaint within five (5) working days, excluding Saturday, Sunday, and holidays, in such written form.

- (a) The grievance form shall be completed, dated and signed by the employee with such assistance from the Chairman of the Unit or the Shift Steward, as applicable. Two (2) copies will be given to the Program Manager for disposition. The Program Manager will sign and date the form and return one (1) copy to the employee(s).
- (b) Grievances to be discussed at Step I meetings may be investigated by the appropriate Union Steward who shall be afforded such time off without pay as may be reasonably necessary for purposes of such investigation. The time off shall occur between the date of the filing of the grievance and its discussion at the Step I meeting, and;
- (c) If the Program Manager's decision is not appealed to Step 2 within five (5) working days, excluding Saturday, Sunday, and holidays, the grievance shall be considered settled on the basis of the decision made and shall not be eligible for further appeal.

Section 5. Step 2: Any response to a grievance having been processed through Step 1 without satisfactory settlement, including appeals to Step 2, shall be reduced to writing by the Chairman of the Unit, Shift Steward or ITPEU Representative, as applicable, signed and dated by the aggrieved employee and the Chairman of the Unit, Shift Steward or ITPEU Representative, as applicable, and submitted to the SCG President/CEO or the company's designated senior management representative within ten (10) working days, excluding Saturdays, Sundays and holidays. Within ten (10) working days from receipt of the written grievance, the SCG President/CEO or the company's designated senior management representative will submit an answer in writing to the Union.

The Company reserves the right to conduct Step 2 grievances as a conference call with the results reduced to writing.

In the event that a grievance has been processed through Step 2 without satisfactory settlement, the dissatisfied party may, by written notice served on the other party within ten (10) working days from receipt of the Step 2 answer, excluding Saturday, Sunday, and holidays, appeal the grievance to arbitration.

Section 6. Only the Union or the Company may require arbitration of the other party to this Agreement.

Section 7. Any grievance submitted that does not conform to this agreement will be considered null and void.

ARTICLE XI ARBITRATION

Section 1. If arbitration is requested in accordance with the above requirements in Article X, the parties shall attempt to reach agreement upon the name of the arbitrator. If the parties are unable to agree upon an arbitrator within five (5) working days from the date of the request of agreement to arbitrate, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators' names from which to select an arbitrator. When the list is received, either party may reject the list within five (5) working days of receipt of the list and request the Federal Mediation and Conciliation Service supply a second list of seven (7) new names. When the parties have received a list of arbitrators, and neither side has rejected the list within the time allowed, the representative of the party requesting arbitration shall strike one name from the list. This process shall then be repeated with the parties alternating strikes in sequence until only one name remains. The person whose name remains on the list shall be the arbitrator.

Section 2. Jurisdiction of the arbitrator selected shall be limited to:

- (a) Adjudication of the issues which, under the written terms of this Agreement, are subject to submission to arbitration;
- (b) Interpretation of the terms of this Agreement which are applicable to the issue presented to the arbitrator;
- (c) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of the Agreement or conflicts with the provisions of the Agreement;

Section 3. The following rules shall apply to any arbitration under this Agreement:

- (a) The arbitrator may not award back wages for a period of time prior to the date the grievance was filed in writing;
- (d) The arbitrator may not grant relief extending beyond the termination date of the contract between the client and the Company;
- (e) The arbitrator shall render a written decision which shall include a statement of the reasoning and grounds upon which such decision or award is based;
- (f) The arbitrator's award must be based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, and the arguments presented in the written beliefs of the parties; and
- (g) The arbitrator shall render the written decision or award within thirty (30) calendar days of the date the parties' post-hearing briefs are due.

Section 4. Any dispute which arises under the Agreement but which is based on events that occur after its termination is expressly excluded from the jurisdiction of the arbitrator.

Section 5. No one arbitrator shall have more than one (1) grievance submitted to them, and under consideration by them, at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered their decision and award in writing.

Section 6. The Arbitrator's decision will be final and binding upon the Company, the employee or employees involved, the Union and its' members.

Section 7. Only grievances which involve an alleged violation by the Company of a provision in this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration. Notwithstanding any other provision of the Agreement, no grievance shall be arbitratable with respect to:

- (a) Any matter involving the administration, interpretation, or application of any insurance plans;
- (b) Any claim which, if true, would constitute a violation of any Federal or State legislation concerning discrimination and/or the National Labor Relations Act, or which, in any case, would be within the jurisdiction of the National Labor Relations Board; and;
- (c) A decision of the Company to discipline, discharge, or otherwise not retain or hire an employee based on the U.S. Government's or any of its Officials' determinations that an employee is unacceptable to the Government to perform service on the service contract irrespective of the reason or reasons the U.S. Government, or any of its Officials find the employee unacceptable to perform services, provided such determination is not made at the request of the Company or any of its representatives. Evidence of the Government's determination shall be given to the employee upon termination from the Company.

Section 8. Arbitrator's fees and expenses shall be shared equally by the Union and the Company. Each party will bear its own legal expenses and costs incident to witnesses.

**ARTICLE XII
PROGRAM MANAGER AND SITE SUPERVISOR**

Section 1. The operation of and the authority and control over the security force shall be vested exclusively in the Company through its representatives, the Program Manager and Site Supervisor. The Site Supervisor may be called to perform the duties of a Security Officer only in emergency situations (Security Officer not reporting for duty, late for duty, becoming sick while on shift, etc.) In emergency situations, if there is not a bargaining unit member that may be called in without that member incurring travel expenses or without placing undue financial hardship on the Company, the Site Supervisor shall be allowed to perform the duties of a Security Officer.

Section 2. Employees shall perform any and all bargaining unit work pertaining to their respective work assignments.

Section 3. The Company shall designate the days and nights or combination of days and nights, which each employee shall work during the week.

Section 4. The Program Manager and Site Supervisor shall have the authority to call their work force or any part of it to work at different hours.

Section 5. The Site Supervisor shall post the employee's work schedule in a conspicuous location.

**ARTICLE XIII
HOURS OF WORK**

Section 1. Eight (8) consecutive hours of service shall constitute a normal workday; forty (40) hours within the seven (7) day workweek defined below shall constitute a week's work. The workweek shall be from Monday 000001 to 2400 hours Sunday, exclusive. The provisions of this Article are intended merely to provide for normal hours of work and to provide a basis for determining the number of hour's work for which an employee shall be paid at overtime rates. Nothing herein shall be constructed as a guarantee by the Company of any specified number of hours of work per day or per week or as a limitation on the hours of work per day or per week.

Section 2. An unpaid lunch period, not to exceed thirty minutes (30) shall be provided on each shift. The Company shall designate the time of said lunch period.

Section 3. Each employee will be given a paid fifteen (15) minute break for every four (4) hours of continuous work.

Section 4. The Company shall have the exclusive right to establish new shifts in addition to the shifts in effect at the time this Agreement was executed. Any such new shift(s) shall be bid and awarded in order of seniority. The Union shall be notified prior to new shift changes.

Section 5. Posts and hours are contingent upon the contractual agreement between the Company and the Government. Any changes of shift hours will be discussed with the Union prior to implementation; however, the Company will have final authority in establishing shifts.

Section 6. An employee's applicable shift begins when the employee is properly posted and the other employee is properly relieved in accordance with the post hour of operation. Eastern Standard Time (or as applicable by post location) shall be recognized as the official time of record.

Section 7. In the event that it is operationally impossible (i.e. outlying posts or night shift) to provide relief for break time and as a result an employee is required to remain at the location (building), the employee shall be compensated at an additional straight-time base rate for the break-time. This does not apply to self-relieving posts.

**ARTICLE XIV
OVERTIME**

Overtime payment shall be as follows:

- (a) At the rate of time and one half for hours worked in excess of forty (40) hours in any given workweek.
- (b) The overtime wage shall not include any fringe benefit payment.
- (c) Leave time is always disregarded in computing overtime.
- (d) Holiday hours are disregarded in computing overtime.

Section 1. The Company shall make every effort to distribute overtime as evenly as possible during the term of this agreement. The Union will provide an overtime list of available employees to Management in Columbia and Charleston.

**ARTICLE XV
SCALE OF WAGES**

Section 1. Beginning October 1, 2007, the Company agrees to pay not less than the following minimum wage rate:

Job Position - Guard II

COUNTY	WD	LOCATION	CURRENT	10/01/08
Aiken	2135	Aiken	\$13.53	\$13.97
Anderson	2479	Anderson	\$12.35	\$12.75
Beaufort	2473	Port Royal	\$12.89	\$13.31
Charleston	2473	N. Charleston	\$12.89	\$13.31
Colleton	2473	Walterboro	\$12.89	\$13.31
Florence	2477	Florence	\$14.24	\$14.70
Greenwood	2479	Greenwood	\$12.35	\$12.75
Greenville	2479	Greenville	\$12.35	\$12.75
Georgetown	2473	Georgetown	\$12.89	\$13.31
Horry	2393	Myrtle Beach	\$14.52	\$14.99
Kershaw	2475	Camden	\$14.24	\$14.70
Laurens	2479	Clinton	\$12.35	\$12.75
Marlboro	2393	Bennettsville	\$14.52	\$14.99
Pickens	2479	Greer	\$12.35	\$12.75
Orangeburg	2475	Orangeburg	\$14.24	\$14.70
Richland	2475	Columbia	\$14.24	\$14.70
Spartanburg	2479	Spartanburg	\$12.35	\$12.75
Sumter	2475	Sumter	\$14.24	\$14.70
York	2391	Rock Hill	\$14.58	\$15.05

The Company and the Union agree to meet on or about July 1, 2008 and on July 1, 2009 to determine the Rates of Pay for the following year.

Section 2. New hire personnel, while in training, will be paid at the minimum wage rate established by the U. S. Department of Labor. This training period shall not last longer than the employee's probationary period.

Section 3. Incumbent personnel, while attending annual or refresher training specific to the work site will be paid at the wage rate established in Section I of this article. If attendance at training classes results in the employee working in overtime, the above pay rates will be paid at time-and-a-half.

Section 4. Officers must record the type of training (refresher or initial) on their time sheet in the comment box, so they are paid at the correct rate of pay.

Section 5. It is understood, that the Company may hire part-time employees to perform

**ARTICLE XVI
HOLIDAYS**

Section 1. The following paid holidays will be provided annually:

New Years Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 1(a). Aiken will continue to have Eleven (11) paid holidays.

Section 2. All holidays shall be observed on the day designated by the Federal Government.

Section 3. Holiday pay will be administrated according to CFR 29, sections 4.174 and 4.176 (attached) and the SCG Protective Forces Policies and Procedures manual.

Employees regularly working 40 hours or more per defined workweek will receive the full eight (8) hours holiday pay.

All other employee's holiday pay will be administrated in the following manner:

Employees receive holiday pay based upon the number of hours worked in the previous defined workweek. Holiday hours paid to an employee is calculated as the number of regular hours worked (regular productive, training hours, holiday, and authorized PTO taken) divided by forty (40) hours. The result is multiplied by eight (8) hours.

The maximum amount of holiday pay earned by any employee as a result of this calculation shall not exceed eight (8) hours.

Section 4. An employee that performs no work during the workweek in which a named holiday occurs is not entitled to holiday pay in accordance with 29 CFR 4.174 of the Service Contract Act.

**ARTICLE XVII
PERSONAL TIME OFF**

Section 1. The Personal Time-Off (PTO) schedule will be observed pursuant to the appropriate location Wage Determination Schedule.

PTO includes vacation, sick leave, and personal time off with pay.

Section 2. PTO will be administrated according to CFR 29, sections 4.173 and 4.176 (attached) and the SCG Protective Forces Policies and Procedures manual.

Employees whose pay records indicate that they regularly worked 40 hours (including regular productive, training, holiday, and authorized PTO taken) or more per defined workweek from the previous year's seniority date to the current year's seniority date will receive the full maximum hours of PTO earned for their years of service.

All other employee's PTO will be administrated in the following manner:

Employees earn PTO based upon the number of regular hours worked (regular productive, training, holiday, and authorized PTO taken) from the previous year's seniority date to the current year's seniority date divided by 2,080 hours. The result is multiplied by the maximum number of PTO hours attainable for their years of service. The maximum amount of PTO earned by any employee as a result of this calculation shall not exceed the maximum hours attainable for their years of service. PTO pay will be earned in whole number increments only, decimal places will not be considered.

The maximum amount of PTO earned by any employee as a result of this calculation shall not exceed the maximum hours attainable for their years of service.

When two (2) or more employees request PTO during the same time period, and the Company cannot release them due to work requirements, seniority shall be the deciding factor, except in emergency situations.

The employee may utilize PTO time to which they are entitled, with approval from the Program Manager or Site Supervisor in accordance with SCG Protective Forces Policies and Procedures.

The Company reserves the exclusive right to schedule and change in operational emergency situations the PTO time of each employee and to generally administer the PTO plan to assure efficient and orderly operation of the Company.

**ARTICLE XVII
JURY/WITNESS DUTY**

Section 1. An employee shall notify the Company that they have been summoned for jury within twenty-four (24) hours after the receipt of a jury duty summons and shall notify the Company that they have been excused or released from jury duty within twenty-four (24) hours after being excused or released. An employee will be released from their work assignment thirty (30) minutes before the commencement of their jury duty each day, and shall return to work within thirty (30) minutes of the conclusion of each day's jury duty.

Section 2. Any security officer who witnesses an occurrence, which is in connection or related to the contract between the Company and the GSA contract, and as a result of the witness of said occurrence and pursuant to proper subpoena, has to testify in court as part of his duty as a security officer employed by the Company, will be paid the difference between the fee received for such services and the amount of straight-time earnings lost by the employee by reason of such service as Contractor/GSA witness duty pay, provided that the employee submits evidence of the total amount received as a witness and the total amount of court time spent as a witness.

Any other type of jury or witness duty is unpaid leave.

Section 3. Contractor/GSA witness duty pay will not be paid in addition to any other type of pay for the same days. The hours paid for, but not worked, will count as leave with pay.

**ARTICLE XIX
BEREAVEMENT LEAVE**

Section 1. An employee who is absent from work because of the death and funeral of their wife, husband, mother, father, son, daughter, sister, brother, grandfather, grandmother, grandson, or granddaughter will be granted up to three (3) consecutive eight (8) hour work days bereavement leave at straight-time pay. Also included are current step- and in-law relationships based on the above listing.

Section 2. Notices of intent to be absent on bereavement leave shall be given by the employee to the Program Manager or Site Supervisor in accordance with SCG Protective Forces Policies and Procedures.

Section 3. No more than three (3) consecutive workdays will be allowed should more than one (1) death occur in the immediate family within any three (3) day period. Additional days off may be taken as leave without pay, subject to the approval of the Site Supervisor and Program Manager.

Section 4. No absence shall be granted in cases where, because of the distance or other cause, the employees do not attend the funeral of the deceased.

Section 5. Bereavement pay will not be in addition to any other type of pay for the same days, or when the employee is on approved leave of absence for any other reason. The hours paid for, but not worked, will count as leave with pay, and shall not be used in computing any health and welfare or uniform allowance payments or any PTO or any holiday pay earned.

**ARTICLE XX
MILITARY LEAVE**

Section 1. Military leave will be administrated in accordance with the provisions of the SCG Protective Forces Policies and Procedures manual and applicable Federal laws.

**ARTICLE XXI
NOTICE**

Section 1. Whenever notice is to be given under the terms of this Agreement to either party hereto, it shall in all cases, except where some other method is specifically prescribed herein, be sent by "Certified Mail, Return Receipt Requested," to the following addresses with respect to the Company and the Union:

Company:
Security Consultants Group, Inc.
102 Mitchell Road – Suite 100
Oak Ridge, Tennessee 37830

Union:
ITPEU AFL-CIO
2222 Bull Street, Suite 200
Savannah, GA 31401

**ARTICLE XXII
CONFLICTS WITH THE LAW**

Section 1. In the event any federal or state law conflict with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

**ARTICLE XXIII
SAFETY and HEALTH**

Section 1. The Company agrees to maintain conditions of health and sanitation in conformity with all applicable federal and state laws.

**ARTICLE XXIV
UNPAID LEAVES OF ABSENCE**

Section 1. The Company will permit an authorized representative of the Union an unpaid leave of absence to attend meetings and/or conventions of the Union, provided a written request is received by the Contracts Manager two (2) weeks prior to the beginning of such leave and providing that this leave doesn't negatively impact Company operations. In no event will more than two (2) Union representatives be permitted a leave under this provision. The maximum period of such leave shall be seven (7) days total.

Section 2. Unpaid Leaves of absence other than Union business will be made in conformance with SCG Protective Forces Policies and Procedures.

Section 3. Unpaid leaves of absence will not be counted as hours worked.

**ARTICLE XXV
UNION REPRESENTATIVES**

Section 1. The Union shall designate from the employees such representatives as it deems appropriate and the Company shall recognize them as such. The amount of Unit Representatives shall not exceed one Steward on each shift and one Chairman of the Unit. The Union shall designate one Steward as the individual that will handle all grievances submitted for all shifts. The Union shall notify the Company within seventy-two (72) hours of the names of those so elected or appointed. When it is necessary for a steward to leave work for the purpose of handling a grievance, he/she shall first notify the Program Manager or Site Supervisor and shall again advise the Program Manager or Site Supervisor after the business has been concluded.

Section 2. The Steward will give seven (7) working days notice time to the Program Manager or Site Supervisor to allow for a replacement to be reasonably obtained to stand duty at the Steward's post.

Section 3. The Company will not be forced to call in an off duty employee or hold over an employee to stand in for the Steward.

Section 4. The Steward will be given access to SCG, Inc. phones to communicate with the Union using the Union's toll-free numbers.

**ARTICLE XXVI
NO DISCRIMINATION**

Section 1. The parties in this Agreement agree that there shall be no discrimination in the employment opportunities because of sex, race, religion, color, national origin, age, membership or activity in the Union or based on any other category protected by law.

**ARTICLE XXVII
DUES CHECKOFF**

Section 1. The Company will, for every employee who so desires and remits to the Company a signed, original Union Dues Authorization card, deduct from the earnings payable to such employee, each pay period, the dues (including initiation fee, when the Union notifies the Company to deduct the fee) for such employee membership in the Union and shall remit same to the Financial Secretary-Treasurer of the Local Union monthly via check. The Company will not be responsible for collection of dues in arrears. At the time that dues are remitted by the Company to the Union, the Company will submit a list of the names of the employees hired under this Agreement during the same month for which the Company is remitting dues to the Union.

Section 2. It shall be a condition of employment that all current Unit employees shall, on and after the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall be a condition of employment that all Unit employees hired after the effective date of this Agreement shall become and remain members in good standing of the Union on and after the thirtieth (30th) day following the beginning of such employment. This paragraph shall not be applicable to any unit employee in a jurisdiction where the enforcement of such a provision is prohibited by applicable law.

**ARTICLE XXVIII
POSTING**

Section 1. The Company shall make a bulletin board available for use by the Union for the posting of notices.

**ARTICLE XXIX
ISSUES OF GENERAL APPLICATION**

Section 1. The Company shall issue all items of uniform and equipment which are prescribed by the Federal Government and in accordance with contractual agreement between GSA and Security Consultants Group, Inc., making available such list to the Union or its Representative(s) upon request with written approval of the Program Manager. Uniforms and equipment are the property of SCG. Employees are required to turn in all uniforms and equipment upon termination from the Company.

Section 2. The Company will furnish all employees with an initial adequate number of uniforms without cost to the employee. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, the Company shall reimburse all employees for such cleaning and maintenance at a rate \$0.08 per hour on those days on which an employee stands a uniformed post. Uniform allowance is not paid on training hours. The Company will provide at no

cost to the employee, replacement uniforms and equipment as needed when they are worn out and cannot be repaired, except for neglect. Neglect will be determined at the sole discretion of the Company. Uniforms replaced due to neglect will be the financial responsibility of the employee. Uniforms will be kept cleaned, pressed, and serviceable, to include proper fit and tailoring, by the employee. The Company reserves the right to inspect uniforms and/or equipment at any time to ensure that the employee is properly maintaining their uniforms and/or equipment.

Section 3. The Company shall provide all training and equipment as mandated by the Federal Government and shall make evidence of contract-required training and equipment of current Company employees available to the Union or its Representative upon written approval of the Program Manager.

Section 4. The Company agrees to pay a shift premium of \$.25 per hour for shifts starting at 1400 and ending at 2200. The Company further agrees to pay a shift premium of \$.35 for shifts starting at 2200 and ending at 0600.

ARTICLE XXX HEALTH AND WELFARE BENEFITS

Section 1. The Company will pay to each employee \$3.16 per regular hour worked, including regular productive, authorized PTO taken, holiday and training, health and welfare pay for the purpose of purchasing medical related insurance, up to a maximum of 40 hours per defined workweek and 2,080 hours per year for the term October 1, 2007 through September 30, 2010.

In the event the Department of Labor revises and issues increases in the prevailing Area Wide Health and Welfare Benefits Determination to rates above those economic issues effective with this Agreement, the Company agrees to pay the higher of the prevailing Area Wide Health and Welfare Benefits Determination or the rate effective with this Agreement for the term beginning October 1, 2008 through September 30, 2009 and subsequently for the term beginning October 1, 2009 through September 30, 2010.

Health and welfare requirements will be administrated according to 29 CFR section 4.17.

**ARTICLE XXXI
FILLING A VACANCY/POST BIDDING**

Section 1. When a vacancy occurs in any classification, it will be distributed to all sites and posted for a period of seven (7) days setting out the position and qualifications. Vacancies will continue to be bid as they occur. Vacancies will be noted Non-Rotating or Rotating if within the Metro Columbia, Charleston and Greenville area. All eligible employees will be allowed to bid on said job. Satellite sites may receive their notification of vacancy by fax. Eligible employees are:

- (a) SCG employees who have satisfactorily completed the required probationary period and who have passed both the shooting test and the FPS test.

Eligible employees must complete an application for the posted position and file it by 10:00 AM Eastern Standard Time on the Monday following the posting period.

The vacancy will be offered to the most qualified senior employee who meets the requirements for the job vacancy and is acceptable to the Contracting Officer's technical representative (the FPS Federal Protective Officer in charge of security) before assigning a new employee to the post. Final selection will be made at Company discretion based upon applicable selection criteria, including their completion of the job requirements (passing score on the shooting test and the FPS test), and their acceptability to the Contracting Officer's technical representative.

**ARTICLE XXXII
PENSION**

Section 1. The Company shall provide for each employee the sum of \$.25 per regular hour worked, including regular productive, authorized PTO taken, holiday and training to the ITPEU Pension Plan for the term October 1, 2007 through September 30, 2008. In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Pension Plan and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such plan.

The Company agrees to meet on or about July 1, 2008 and July 1, 2009 to determine the Pension contribution for the following year.

**ARTICLE XXXIII
DURATION**

Section 1. This Agreement shall be in full force and effect on October 1, 2007, and shall remain in full force and effect until midnight September 30, 2010, and so on from year to year thereafter unless, not later than sixty (60) days prior to the end of the current term and duration, either of the Parties hereto gives written notice to the other of an intent to terminate, modify, amend and/or renew the Agreement at the end of its then current term and duration.

SIGNATURES

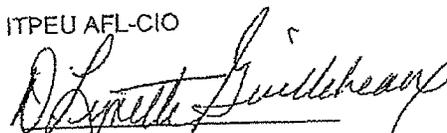
IN WITNESS WHEREOF, we have hereunto set our hands and seal this 15th day of August, 2007 By our signatures below, we agree to all terms set forth in this Agreement.

Security Consultants Group, Inc.



Robert R. Kilduffe
Labor Relations Manager

ITPEU AFL-CIO



D. Lynette Guillebeaux
Representative ITPEU AFL-CIO/ITPEU