AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		39

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A0001	02/17/2011	N/A	N/A

6. ISSUED BY CODE

Federal Aviation Administration
ACQUISITION & REAL ESTATE, ASO-52
1701 COLUMBIA AVENUE
COLLEGE PARK GA 30337

7. ADMINISTRATED BY (If other than Item 6) CODE

SAME AS BLOCK 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.
DTFASO-11-R-00038

9B. DATED (SEE ITEM 11)
01/28/2011

10A. MODIFICATION OF CONTRACT/ORDER

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is [XX] extended is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation on as amended, by one of the following methods:

(a) By completing Item 8 and 15, and returning 1 copies of the amendment; (b) acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hours and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return -1- copies to the issuing office.

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

RE: ARMED GUARD SERVICE, ARTCC, MEMPHIS, TN.

Remove Attachment 1, Statement of Work (23 pgs) and replace with attached Statement of Work, dated 4/27/2004, Revision 1 (May 2005) 25 pages

Incorporate the attached updated Security Clauses pgs 30a–30g to page 30 of the solicitation.

Proposal Due Date is extended until February 28, 2011.

There are no further changes to this Amendment 0001.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Eddie Wright, Jr.	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original con- tract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.- Dated), and 10, (Modification of Contract/Order No.- Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification _____
Net increase $_____

(2) Accounting classification _____
Net decrease $_____

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet."

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by $_____

(ii) Total contract price decreased by $_____

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to -

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicita- tion/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supple- mental agreements.

PART I - SECTION C
SCOPE OF WORK

Specifications/Statement of Work

C.1 Scope of Work

The Federal Aviation Administration (FAA) has revised and updated its requirements for guard services for all facilities and established minimum standards for physical security management, control, and safeguarding of assets and facilities. The purpose of this contract is to procure armed guard services which provide physical security safeguards for FAA employees, facilities, United States Government property and assets from loss, theft, damage, unauthorized use, criminal acts, espionage, sabotage, and terrorism. Under this contract, the Contractor shall be required to provide **Armed Guard Services** for the **Memphis Air Route Traffic Control Center (ARTCC), Memphis, TN.**

C.2 General Requirements

The following is a representative listing of general duties and responsibilities to be performed by guard personnel at FAA facilities. Performance of this work shall be carried out in such a manner that causes minimal interruption to or interference with proper execution of government business. The Contractor shall ensure that all security violations are properly documented and reported to the Contracting Officer's Technical Representative (COTR) and the Facility Security Coordinator (FSC). The Contractor shall ensure that all guard services provided herein are in accordance with FAA Order 1600.69B, Chapter 4.

1. Take appropriate action to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such an event, summon appropriate response and then notify FAA personnel. Assist in minimizing the effects and in restoring the area to a safe condition.

2. Safeguard and deter the commission of crimes against a person or persons, summon appropriate response forces, and assist those response forces as required. Provide emergency assistance as required. Follow emergency and contingency operating procedures as prescribed by the facility, during emergency situations. Examples of emergencies are provided in the Facility Guard Manual.

3. Deter and report damage, pilferage, removal, secreting, misappropriation, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of Government or personal property or acts of espionage, sabotage, or wrongful destruction within the facilities or grounds.

4. Apprehend and detain all suspicious persons, or those who gain or attempt to gain unauthorized access to the facility, for release to local law enforcement authorities.
5. Safeguard and protect all Government classified, proprietary and sensitive information, documents, material and equipment. Enforce the established policies and procedures for controlling the removal of property and documents from the facility.

6. Investigate and report any suspicious activity in accordance with established facility security policies and procedures.

7. Monitor, assess, and respond to alarms. Investigate and report any suspicious activity in accordance with established security policies and procedures.

8. Conduct visual inspections of the inside of all visitor passenger and delivery vehicles and review the manifest before access to the facility is allowed.

9. Conduct random personnel/vehicle inspections as directed by facility management.

10. Enforce the facility's rules and regulations governing control of parking and all vehicular and pedestrian traffic. Deter and report unauthorized personnel and/or vehicular activities on the facility.

11. Ensure qualified, trained relief personnel are on duty as a replacement for any employee deemed unable to perform the assigned duties. The Contractor shall have a qualified relief replacement available within a two-hour time frame.

12. Provide additional qualified security guards for planned events, emergencies, and ad-hoc situations as required. The FAA shall provide the Contractor as much advanced notice as possible depending on the event(s) and/or circumstances.

13. Operate, maintain, and enforce the system of personnel identification and access controls for facility employees and visitors prescribed by established orders, policies and procedures.

14. Operate, monitor and assess the surveillance and intrusion detection systems as required.

15. Provide in writing any security deficiencies and report them in an expeditious manner to the COTR and FSC. The Contracting Officer (CO), COTR and FSC have the authority to unilaterally modify patrol times and order a non-routine patrol.

16. Maintain a written daily log of all patrols, incidents, and maintain a visitor's log on FAA Form 1600.8. This log may be reviewed only by the COTR, FSC and the Servicing Security Element (SSE).

17. Receive, receipt for, and secure prohibited personal property as well as lost and found articles pending transfer to appropriate authorities.

18. Ensure all lights inside the guard post are turned down to provide maximum surveillance of the area. However, when vehicles approach, the guard shall ensure there is sufficient light for the driver to see the guard's signals.

19. Receive, receipt for, secure, issue, and account for all keys that are issued to the Contractor or placed under the Contractor's control.

20. Make appropriate checks using a watch clock or electronic tour system equivalent.

21. Ensure that all exterior doors are secured.

22. Perform escort duties as required by security policies and procedures for the facility.

23. Provide written and verbal reports as required by existing policies and procedures.

24. Screen, evaluate and process facility visitors using a metal detection device, where applicable.

25. Operate x-ray equipment to screen, evaluate and process mail and packages entering the facility, where applicable.

26. Where applicable the Contractor shall be required to operate Government furnished vehicles for the performance of this contract.

C.3 Statement of Work

1. The vendor's primary business must be providing contract armed security guard services.

2. The vendor must have at least five (5) years of documented experience in the field of contract security services.

3. The vendor must provide written evidence of providing satisfactory service to large facilities similar to FAA Security Level 3 and 4 facilities.

4. The vendor and all guards must meet state and local licensing requirements and hold applicable licenses.

The Contractor shall furnish all labor, supervision, materials, equipment, transportation, and management necessary to provide guard services in accordance with the stated requirements, except Government Furnished Properties specified in Section G. The Contractor shall implement all necessary scheduling, personnel, and equipment control procedures to ensure timely accomplishment of all guard service requirements.

C.3.1 Contractor Management

The Contractor shall have been in the business of providing contract security guard services for a continuous period of at least the immediate past five years. The Contractor shall manage the total work effort associated with the guard services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate, qualified staff of guard personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices.

Perform unannounced inspections of their contract guard performance bi-weekly during each contract guard shift. The COTR may determine specific inspection times, as required. The date and time shall be noted in the FAA contract guard log.

C.3.2 Contractor Guard Supervisor Requirements and Qualifications

The Contractor shall ensure that supervisory personnel shall have two years experience in facility protection at a level commensurate with the scope of work of this contract. In addition, the supervisor must meet the Contract Guard Requirements and Qualifications as set forth in section C.3.3.2 in this contract. Prior to being assigned duties, the person selected for a supervisor position must be accepted by the **CO**, COTR and the SSE. The guard supervisor may

or may not be part of the guard working staff for that duty shift. The Contractor shall ensure that supervisors have facility protection experience commensurate with the scope of this contract.

The supervisor shall:

1. Provide supervision of Contractor personnel to ensure compliance of all contract requirements.

2. The contractor shall ensure that the supervisor has sufficient time to conduct these required inspections and carry out their supervisory responsibilities in accordance with this contract.

C.3.2.1 Contractor Guard Supervisor Responsibilities

The Contractor shall provide supervision of employees. The supervisor shall ensure that each post is staffed as required, that employees are properly uniformed and present a neat appearance, and that each employee is familiar with their post and duties. Such supervision may include an informal "guard mount" during which relief personnel shall be assembled for inspection, arming, announcements, and a general transfer of information from one shift's personnel to the next. This is in addition to the time required for posting and relief of personnel.

The Contractor's supervisory personnel shall be available at all times to receive and implement orders or special instructions from the CO/COTR concerning matters which affect the operation, protection and/or security of assigned areas.

The Supervisor shall:

1. Exercise individual judgment as to staffing, scheduling and utilizing guard personnel.

2. Provide to the CO/COTR a current list of available guards. This list will consist of individuals who meet all the special provisions provided for in these specifications. The Contractor will be responsible for maintaining this list with current information and will supply the CO/COTR with a new list whenever changes occur.

3. Exercise supervisory responsibilities over the operation of guard force to ensure that the required services are provided on a consistent and continuous basis.

4. Serve as the contact point between the Contractor and the COTR/FSC. The supervisor shall receive and handle all instructions from the COTR/FSC and ensure they are properly implemented by the guard force.

5. Receive complaints, violations of guard instructions and initiate corrective action.

6. Conduct an FAA approved security orientation on individual conduct and responsibility for contract personnel prior to their duty assignments. Each employee's initial orientation will be documented and signed by the employee and supervisor. A copy shall be forwarded to the CO/COTR.

7. Periodically inspect guards to observe their conduct from the standpoint of efficiency, conduct and compliance with the Facility Guard Manual, guard orders and other applicable regulations and instructions. In making the required supervisory inspection, the Contractor shall determine at a minimum that the guard is in full uniform when

carrying out the duties and responsibilities of the FAA contract. The inspection shall ensure that the overall appearance and demeanor of the guard promulgates professionalism, not only during the actual inspection but also throughout the assigned shift. The Contractor shall ensure that all results of observations are to be kept in a guard log and the Supervisor shall sign/certify each entry.

8. When inspecting the guard employees, the supervisor shall ensure that:

   a. A current copy of the regulations and instructions pertaining to the guard post, the guard manual and guard orders are immediately available at each post of duty.

   b. Each guard has studied the orders and regulations and is thoroughly familiar with them.

   c. Each guard must comply with the orders and regulations at all times.

9. The supervisor, upon notification that a firearm has been discharged, shall take the following actions:

   a. Ensure that action has been taken to notify the appropriate authorities if a fatality, injury, or damage to private property occurs.

   b. Request medical aid, if needed.

   c. Notify the FSC/SSE/COTR by the most expeditious means available and provide a written follow-up report of the incident within 24-hours.

10. Provide a current listing of make, model, and serial number of weapons issued to each guard. The supervisor shall be responsible for maintaining this list with current information and will supply the CO/COTR with a new list monthly or sooner if changes occur.

C 3.2.2 Contractor Supervisor Guard Manual

The Contractor shall be required to develop and issue a current and comprehensive Contractor Supervisor Guard Manual to each contract guard supervisor assigned to duty at the FAA facility. The manual shall contain the basic guidance issued by the Contractor to their supervisory employees concerning matters of discipline, inspections, management practices, and overall supervisory authority on this contract. The supervisor is additionally responsible for compliance to the Contractor Guard Manual. The Supervisor Guard Manual shall be coordinated with the COTR and the SSE before issuance.

Within twenty-one (21) calendar days after contract award, the contractor shall provide copies of the Supervisor Guard Manual to the CO for review as set forth by "List of Required Records and Reports" clause, in Section F. The FAA will review and approve this manual within fifteen (15) calendar days of receipt. The contractor shall furnish, within fifteen (15) calendar days of FAA approval, one copy to the CO, COTR, the on-site supervisor. The Supervisor Guard Manual shall be approved by the COTR/SSE before issuance.

The manual shall be reviewed by COTR and SSE annually and updated as required. Within twenty-one (21) calendar days after the review, the contractor shall provide copies of the

updated Supervisor Guard Manual to the CO for review. The FAA will review and approve this updated manual within fifteen (15) calendar days of receipt. The final updated copy shall be furnished to the CO within (15) calendar days.

C.3.3 Guard Staffing Requirements

The Contractor shall provide a sufficient number of qualified personnel in accordance with, **the below minimum required Guard Staffing Requirements,** to perform the security guard services described in this statement of work. At no time shall a guard vacate a post until properly relieved.

The Contractor shall provide evidence, where applicable, that each guard has met the specific requirements for this SOW. This evidence shall be provided by the Contractor for each guard to the COTR.

Contractor will provide the following staff (See Attachment 2) for the three shifts:

Memphis – ZME ARTCC Staffing Requirement		
Location / Facility	Duties / Functions	Facility Guard Staffing / Shifts
Memphis, TN ZME ARTCC	The duties and functions are outlined within the Statement of Work (SOW)	Shift 1 – 0600 to 1400 Monday - Friday **3 Guards** (weekday) Weekends/Holidays: 0600 to 1400 Saturday, Sunday, and 10 Federal Holidays - **2 Guards** (weekends) Shift 2 - 1400 to 2200 Monday – Friday **2 Guards** (weekday) Weekends/Holidays – 1400 to 2200 Saturday, Sunday and 10 Federal Holidays - **2 Guards** (weekends) Shift 3 – 2200 to 0600 (7 days a week) **2 Guards** Shift One - 0600 - 1400 Shift Two - 1400 - 2200 Shift Three - 2200 - 0600

C.3.3.1 Recall System

The Contractor shall provide an employee recall system with the capability of contacting and recalling off duty personnel up to **two (2)** per shift. Personnel shall be on-site within one (1) hour of the Contractor's receipt of the COTR recall authorization. Situations which may result in recalls include riots, civil disturbances, or other large gatherings of people where, in the opinion of the Government, a threat exists to life and property. CO/COTR will notify the contractor for additional personnel as required.

C.3.3.2 Contract Guard Requirements and Qualifications

The contract guards shall be armed and consist of designated persons specifically hired, organized, trained, and equipped to perform functions in support of the FAA Facility Security Management Program for the protection of personnel, assets, and facilities. The authority of guards varies in accordance with the location and ownership of the facility concerned and applicable local, state, and federal laws. The following basic qualifications shall apply to all individuals employed or being considered for employment as a guard at an FAA facility.

C.3.3.3 Citizenship

FAA contract guards utilized by the FAA shall, without exception, be U.S. citizens.

C.3.3.4 Personal Traits

The Contractor shall ensure guards assigned to duties at a FAA facility will have a minimum of 2 years of experience demonstrating the ability to:

1. Exercise good judgment.

2. Interact with people in a positive manner.

3. Maintain a high level of performance.

4. Maintain poise and self-control under stress.

5. Meet and interact with the general public.

C.3.3.5 Education and Experience

The Contractor shall ensure that guard personnel have, as a minimum, a high school diploma or General Equivalency Diploma (GED) and have two (2) years of experience demonstrating the ability to:

1. Read, understand, and apply printed rules, detailed orders, instructions and training material.

2. Construct and write clear, concise, accurate and detailed reports.

3. Input security related data in security computer systems.

C.3.3.6 Written and Oral Communication Skills

The Contractor shall certify in writing to the CO/COTR that each guard is fluent in speaking, reading, writing, and understanding English. They also must be able to write official reports that are grammatically correct and technically accurate.

C.3.3.7 Age Qualifications

The Contractor shall ensure that at the time of employment, each guard is at least 21 years of age.

C.3.3.8 Physical Exam/Drug Test

The Contractor shall ensure that each guard receives a physical examination and drug test. Each test shall be completed fifteen (15) days prior to any guard assuming duties at any FAA facility.

The Contractor shall certify in writing to the CO/COTR prior to any guard assuming duties at an FAA facility, and every year thereafter, positive evidence that the guard has passed a mandatory drug test, examined by a licensed medical doctor, and determined to be physically fit to perform the normal duty functions of a guard. In addition to the requirements stated herein, the examination shall cover, as a minimum, the following:

1. An evaluation as to whether the individual is in good general health, without any physical defects or abnormalities which would interfere with job performance.

2. A determination that the individual possesses binocular vision correctable to 20/30 (Snellen) and is not color blind.

3. A test of hearing capability to determine if the individual is able to hear normal conversation at twenty (20) feet and whispered conversation at ten (10) feet without the benefit of a hearing aid.

[NOTE FOR CO/COTR]: If state or local medical qualification standards for security officers are more stringent than those indicated above, the state and local standards shall apply.

C.3.3.9 Physical Fitness Certification

Before assuming duties, the Contractor shall certify in writing to the CO/COTR, each guard has been medically examined and determined to satisfactorily meet the medical qualification requirements. These requirements shall apply to both the initial medical certification prior to beginning employment and for required annual medical certifications, thereafter. The certification shall be submitted to the CO/COTR no less than fifteen (15) days prior to beginning on duty. The results of a mandatory drug test/screening test shall be part of the annual physical fitness certification. Certification shall be accomplished by using the form entitled, **"Certification of Physical Qualifications" (Attachment 1).**

C.3.3.10 Physical Condition

The Contractor shall ensure that each guard shall be in good physical condition, be able to protect themselves and others, and withstand sudden emotional stress and physical exertion in apprehension of suspects and violators. Pursuit may be on foot, requiring running, jumping, climbing, and/or crawling, followed by physical contact to overpower the violator, as necessary.

C.3.3.11 Other Physical Requirements

The Contractor shall ensure that an individual who has been incapacitated due to serious illness, injury, disease, or surgery/operation, which could interfere with the effective performance of assigned duties shall, prior to resumption of such duties, provide medical evidence of recovery and ability to perform.

C.3.3.12 Medications (Prescribed, Non-Prescribed, Intoxicants)

The Contractor shall ensure that while on duty no contract guard or Contractor employee will possess, sell, consume, or be under the influence of medications, intoxicants, drugs, or substances which impair the ability to perform their assigned duties. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply.

C.3.3.13 Random Drug and Alcohol Testing

The FAA may require a maximum of **quarterly** Contractor conducted random drug and alcohol tests for guards working on this contract, and submit results to the CO/COTR.

C.3.3.14 Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and be responsible for taking disciplinary action against employees as necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit upon themselves, their employer, the FAA, and the Federal Government. The Government reserves the right to direct the Contractor to remove an employee from the work site and/or this contract for failure to comply with the standards of conduct. The Contractor shall initiate immediate action to replace such an employee to maintain continuity of services at no additional cost to the Government. The Standards of Conduct shall be included in the Guard Manual.

C.3.3.15 Disorderly Conduct

Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities which interfere with normal and efficient Government operations. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the Disorderly Conduct clause.

C.3.3.16 Neglect of Duties

The Government reserves the right to direct the Contractor to remove an employee from the work site and/or this contract for neglect of duties. This includes, but is not limited to, sleeping on duty, intoxication, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.

C.3.3.17 Bonds

The Contractor is responsible for obtaining all official bonds required, and pay all fees or costs involved or related to the authorization for the arming of all employees engaged in providing services specified under this contract. The Contractor shall submit copies of all official bonds, payment of fees and costs to the CO.

C.3.3.18 State and Local Licenses

The Contractor is responsible for ensuring that all guards qualify for and continue to meet requirements for state and local licensing.

C.3.3.19 Authority and Jurisdiction

The authority of Contractor personnel to detain and/or make arrests shall be that of private citizens as defined by the laws of the state(s) in which performance takes place; and each member of the guard force shall be under a duty by virtue of his/her employment under this contract to exercise that authority in the manner directed by this contract, including the Guard Manual.

The guard force shall be familiar with and comply with the limits of the jurisdiction defined in the Guard Manual.

C.3.3.20 Records and Reports

The Contractor shall maintain records and prepare reports as set forth by "List of Required Records and Reports" clause, in Section F. A copy of all reports shall be maintained on site and available for inspection by the Government at all times.

C.3.3.21 Investigations

Periodically, the Contractor may be required to make written and oral statements to the Office of Security and Hazardous Materials, the Federal Bureau of Investigation or other agencies due to the nature of a particular incident. Any written statements provided shall be considered a report under the terms of the contract.

C.3.3.22 Criminal Actions

Contractor employees are subject to criminal actions as defined by Title 18 United States Code and any other applicable law. These include, but are not limited to:

1. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.

2. Unauthorized use of Government property, theft, vandalism, or immoral conduct.

3. Unethical or improper use of official authority or credentials.

4. Misuse of weapons.

5. Security violations.

C.3.3.23 Monthly Work Schedule

The Contractor shall provide a monthly work schedule, which indicates specific hours of the day that each post will be staffed, the guard's name and the number of personnel per post. Other known requirements, such as scheduled escort services, scheduled courier services, and scheduled fire/evacuation drills shall also be shown on the schedule. The Contractor shall submit this work

schedule to the COTR three (3) business days prior to the beginning of each month. Changes to the monthly work schedule shall be submitted to the COTR at least three (3) business days prior to the start of the proposed change.

C.3.3.24 Contractor Pre-Employment Investigation

The Contractor shall be required to certify in writing to the CO that each guard has successfully passed a pre-employment suitability investigation in accordance with this paragraph before the guard is assigned to the FAA facility.

The Contractor shall be required to conduct or have conducted a suitability investigation for each individual. The investigation shall include the following:

1. Search of police files in the area of residence.

2. Inquiries of former employers for a period of five (5) years.

3. Information that may reflect on the suitability of the guard to perform security duties under this contract.

The Contractor shall provide the results of the investigative reports for each guard to the CO not later than **fifteen (15)** days prior to beginning duty.

C.3.3.24.1 Felony Convictions

The Contractor shall ensure that no employee has a felony conviction and no convictions, either felony or misdemeanor, that reflect on the individual's suitability. Requirements for this contract may fall under other FAA Regulations prohibiting employment. Where contracts require access to airport operations areas the Contractor will comply with the TSA, 49CFR, Part 1542.

C.3.3.24.2 Misdemeanor Convictions

The Contractor shall conduct a local file check for guards working on this contract for compliance with the **Lautenberg Amendment (Attachment 4).**

C.3.3.25 Personnel and Industrial Security Requirements

All FAA contract guards shall be subject to an FAA National Agency Check with Inquiries (NACI). The Contractor shall submit completed applications for this background investigation to the **CO not later than fifteen (15)) days prior to beginning duty as an FAA contract guard.**

In order to protect the security interests of the government, and those transportation industry activities releasing proprietary information to the FAA, all Contractor employees assigned to perform service under this contract will as a minimum be the subject of a favorably adjudicated NACI.

1. The CO shall obtain an original Standard Form 85P, Questionnaire for Public Trust Positions, and two (2) Standard Form FD-258, Fingerprint Cards, for each required check. The Contractor employee must date and sign the Standard Form 85P. The completed forms are to be submitted to the SSE in a sealed envelope at least ten (10) days prior to reporting for duty. A copy of the transmittal letter will be sent to and maintained

by the CO.

2. In the event derogatory/adverse suitability information is developed as a result of these investigations, the FAA CO will notify the Contractor of appropriate actions to be taken.

3. Investigative information developed by the government on contractor employees is releasable only in accordance with applicable regulations. Information relating to national security is only releasable to individuals with a valid need to know and appropriate levels of access.

4. Where classified guard contracts are required, the CO will notify the Contractor of the appropriate security guard investigative requirements. Access to classified national security information is not normally required in the performance of this contract.

C.3.3.26 Employment of Government Personnel

The Contractor shall not hire off-duty Government employees whose employment would result in a conflict with Office of Personnel Management (OPM), Department of Transportation (DOT)/FAA Regulations, and any other Federal Code.

C.3.4 Contractor Furnished Equipment

The contract requires that the Contractor shall provide employees all necessary equipment to perform their duties in a competent, capable, and efficient manner.
The Contractor shall make the following typical equipment available to guard personnel to perform normal functions: Individually assigned firearms, first aid kits, high power flashlights, key control containers, portable communication devices (e.g. radios, wireless phones, etc.) portable fire extinguishers, traffic control devices, and such other items as the FAA may deem necessary.

C.3.4.1 Firearms Equipment Requirements

Minimum firearm requirements include the following:

1. Only upon successful completion of the required firearms qualifications and compliance with certification requirements shall a firearm, by serial number, **make and model number** be furnished by the Contractor to each guard and supervisor for duty use at FAA facility. Each facility will use only one (1) type of weapon. Only the weapon and the type of ammunition that the guard has qualified with shall be used. Personal weapons shall not be used.

2. Firearms shall only be a Contractor-provided .38 caliber revolver or 9mm semiautomatic pistol of U.S. manufacture. Other types of weapons shall not be used.

   a. .38 Caliber Revolver. The revolver will be a standard police service type with a 4-inch barrel.

   b. 9mm Semiautomatic Pistol. The pistol will be a standard police service type with an approximate 3 to 5" barrel length. The pistol may have double or single/double action properties . If the pistol employs a firing pin block that prevents the hammer

from falling without physically pulling the trigger in addition to a manual safety, a round may be carried in the chamber while holstered on duty. If a round is carried in the chamber, consideration should be given by the Contractor to periodically rotating ammunition loaded in magazines to prevent repeated wear on the top round caused by daily charging of the weapon. Magazines used will be the standard magazines provided or recommended by the manufacturer.

3. Firearms cleaning maintenance shall be performed prior to reporting for duty. This will be conducted on a weekly basis or more frequently, if weather conditions require, **and recorded on a maintenance log furnished by the Contractor** to ensure optimum operating condition. The Contractor shall provide all needed cleaning supplies for this function.

4. Modifications to issued firearms are not permitted with the exception of handgrips and sights. Qualification must be performed with the alteration in place and not simply removed and added before and after each qualification.

5. The Contractor shall provide a list of serial numbers, **make and model number of firearms** to be used on this contract to the COTR prior to the performance date. This list shall be kept current by the Contractor and any change shall be submitted to the CO/COTR immediately.

6. The Contractor shall provide ammunition for authorized firearms. Each guard, entering on duty, including the on-site supervisor(s), shall be issued up to thirty (30) rounds of the appropriate caliber ammunition. Ammunition shall be inspected and cleaned daily to ensure its safe and effective use. Ammunition shall be of U.S. commercial manufacture only (no "reloads"). All ammunition used at a specific site will be the same.

7. Ammunition must meet the weapon's manufacturer's recommended specifications. The use of specialized (i.e. green tip) or enhanced (i.e, +P,+P+, etc.) ammunition is not authorized.

8. The Contractor shall provide one hundred (100) rounds of the appropriate caliber ammunition stored on site in a container furnished by the Contractor, acceptable for storage, approved by the SSE, and available to FAA contract guards to accommodate emergencies. Ammunition must be stored separate from the weapons in a separate locked drawer of the weapons container or a separate ammunition container. If a separate container is used, the ammunition container key must be secured by an on-duty Contractor guard and documented in approved guard orders. Magazines may remain loaded while stored.

9. Loading. A clearing barrel or similar check and clear bullet trap will be provided by the COTR for use when loading and unloading semiautomatic firearms and must be solely used for loading and unloading.

10. Storage. Firearms used by FAA contract security guards may be stored on FAA property. These firearms will be stored unloaded in a GSA Class 5 type container (XO-8 locking systems will not be used), a container approved by GSA for storage of classified material, or a commercially available container approved by the SSE. The firearms container need not be located in a locked room, but must be out of sight of visitors and facility personnel. However, the container must be able to be continuously monitored by guard

personnel. The container will be secured to the floor in a manner approved by the SSE. When not in use, the container will be locked. Combinations will be changed when compromised, when someone knowing the combination leaves, or annually. The Combination Change Form, SF-700, will be used to record the date of the last combination change. The Contractor will provide to the COTR and keep current a list of the serial numbers of all firearms stored on FAA property.

C.3.4.2 Uniforms

The Contractor shall ensure that all guards shall wear a complete uniform of the type prescribed in this clause at all times when on duty. The appearance of uniforms shall be maintained so that shoes are shined; so that all items fit well and are clean, neat, and well pressed; and so that the uniform otherwise presents a favorable public image. The uniform's color(s) shall be the same as that in general use by large guard or police organizations in the United States. All employees shall wear the same color and style of uniform. An appropriately lettered breast badge and cap ornament shall indicate the jurisdiction from which authority, if any is obtained. Shoulder patches with Contractor identification and not larger than 4-1/2 inches by 4-1/2 inches shall be worn on the uniform's left shoulder. No other Contractor identification is to be worn or displayed on the uniform. Cleaning, pressing, and repair costs shall be paid by the Contractor as allowed in the attached Department of Labor Service Contract Labor Wage Determination. Each employee shall be issued uniforms by the Contractor.

Uniforms for guards shall consist of the following items and be in the colors indicated to the maximum extent possible, considering geographical and climate conditions. The color of the uniform indicated is optional; however, it must be distinctive, conservative and maintain uniformity of appearance. The weight and kind of material used will depend on the local conditions. Ensure the guard's ability to use firearms, etc. is not impaired by any article of clothing required for the uniform. Minimum uniform requirements include:

1. Overcoat, (where applicable) wool, weight and length suitable for climate - eagle buttons.

2. Coat, blouse, and eagle buttons.

3. Trouser, winter, uncuffed.

4. Trouser, summer, uncuffed.

5. Cap.

6. Raincoat.

7. Gloves, (where applicable).

8. Belt, regulation police (Sam Brown **Black**).

9. Shirt, long or short sleeve, no pleats in pocket.

10. Neckties, washable, clip-on, slim-line type.

11. Distinctive security badge fastened to the outer garment and an appropriate cap insignia shall be worn at all times.

12. Each guard shall furnish and wear shoes and socks compatible with the uniform.

13. All guard personnel will wear prescribed uniforms. Deviations are not acceptable other than may be necessary in the interest of health and safety. High standards of personnel appearance will be maintained at all times.

C.3.4.3 Radio Communications

The Contractor shall furnish all necessary multichannel radio transceiver communications equipment so that each employee on duty may be contacted by the Contractor's radio communication system and/or shift supervisors, and the FAA facility. The Contractor shall comply with appropriate Federal Regulations to obtain all necessary frequencies and permits for equipment operation. The equipment shall operate within the **frequency range provided by the FAA facility.** The exact guard force frequency (ies) shall be coordinated with the **CO/Facility Manager** prior to operation to prevent interference with Government operations, and in no event shall "Citizens Band" frequencies be accepted.

C.3.4.4 Radio/Telephonic Communications

The Contractor shall provide equipment which is capable of establishing radio/telephonic communications within one (1) minute with the local Fire Department Dispatcher on 900MHZ, ambulance service on 900MHZ, and transportation dispatcher (for wrecker service) on 900MHZ. This equipment shall be functional and maintained by the Contractor at all times.

C.3.4.5 Key/Combination Control

The Contractor shall receive, secure, issue, and account for all keys/access cards or combinations issued for access to buildings, offices, equipment, gates, etc. for the purposes of this contract. Prior to starting work, the Contractor shall sign a receipt for all keys/combinations issued by the Government. The Contractor shall maintain records which show how many keys are in existence, in whose possession and who has knowledge of and/or access to combinations. These records shall be made available to the COTR, FSC, SSE or any other Government Investigative Authority upon request. Keys shall not be duplicated or leave the facility.

C.3.5 Firearms Requirements

The Contractor shall ensure that guards shall not be issued firearms until they have been properly trained in their use and handling and there is documentation certifying their training and qualification. Contractor personnel may not carry or use chemical irritants.

C.3.5.1 Firearms Proficiency Training and Qualification

The Contractor shall ensure that each guard required to carry a weapon shall be trained and qualified to meet the minimum standards **(See Attachments 3a, FAA Contract Guards Firearms Qualification Course of Fire)** including initial training and qualification, quarterly sustainment training, and annual re-qualification. The Contractor shall ensure that no guard shall bear a firearm on the facility or be assigned to an armed post until a written certification of qualification, **(Attachment 3b)** has been provided to the CO/COTR, and the guard has successfully completed training in the use of deadly force. The FAA reserves the right to witness firearm qualifications. The contractor shall notify the COTR/FSC fifteen (15) days prior to

scheduled qualification.

C.3.5.2 Possession of Privately Owned Firearms in or on FAA-Owned or Leased Property

The Contractor shall ensure that all guards while in or on FAA-owned, FAA-leased, or GSA-leased property, including vehicles, shall comply with the following:

1. Guard personnel shall not carry or have in their possession firearms or other weapons except those specifically authorized in the FAA contract.

2. Firearms owned by the Contractor shall not be stored on FAA owned/leased property other than as specified in Section C.3.4.1.10 of this SOW.

C.3.5.3 Notification and Incident Reporting of Firearm Discharge(s)

C.3.5.3.1 Verbal Notification

The Contractor shall ensure that an immediate verbal notification is made for all facility incidents involving the discharge of a firearm by any individual(s) to include guard personnel to the FSC/SSE/COTR.

C.3.5.3.2 Written Notification

The Contractor shall ensure that a written report for all facility incidents involving the discharge of a firearm is submitted to FSC/SSE/CO/COTR within twenty-four (24) hours of the incident.

C.3.5.4 Individual Responsibility for use of Firearms

The guard personnel authorized to carry a firearm on FAA property are fully liable and responsible for actions taken involving the use of the firearm.

Procedures to be followed by the Individual:

Guard personnel responsible for the discharge of a firearm shall immediately notify his/her supervisor of the incident and the circumstances relating thereto.

1. The report shall include any injury or fatality which may have resulted from the use of the firearm, including injuries resulting from any weapons' discharges.

2. In the event that the individual responsible is not able to initiate reporting action, it shall be the responsibility of his/her supervisor to make the report.

C.3.5.4.1 Incident Reporting for Discharge of Firearms

The Contractor shall submit a written report to the FSC/SSE/COTR at any time a firearm is discharged for any reason, whether intentionally or accidentally. This reporting requirement is mandatory regardless of whether or not personal injury resulted from the discharge and will include:

1. Name and duty assignment of the individual having custody of the firearm.

2. Time of the firearm discharge (date/day/hour).

3. Reason for firing the weapon.

4. Activity in which the individual was engaged when the weapon was fired.

5. Injury, fatalities, or property damage resulting from the discharge.

6. Names of any witnesses having knowledge of the incident.

C.3.5.5 Guard Firearms Qualification and Certification Standard

Firearm qualification shall, at a minimum, occur annually and within twelve (12) months of the previous qualification. Qualification shall be with the identical firearm (by serial number) and type of ammunition that will be used during regular tour of duty.

1. Range qualification shall be accomplished on a recognized law enforcement or other approved range under the supervision of a certified firearm instructor. The minimum passing score shall be 210 points out of a possible 300.

2. Each qualifier shall both wear and use the duty gear that is assigned for daily use. This is to specifically include the holster and reloading devices or aides (e.g. speedloaders).

3. The "course of fire" shall be the same as the GSA/Federal Protective Service (FPS) qualification course, Federal Law Enforcement Training Center Practical Pistol Course described in **Figure 4-4 (.38 caliber) Attachment 3** and Figure 4-5 (9mm) of Order 1600.69B, **Contract Guard Firearms Qualification Course of Fire (Attachment 3A).**

C 3.5.6 Guard Certification

Guard certification shall be in writing and must specifically identify by name each guard who:

1. Has successfully completed firearms qualification within the preceding twelve (12) months, list the score attained, the model and serial number of the qualifying weapon, and the date of qualification.

2. Has fully and successfully complied with all training requirements in the Facility Guard Manual.

The Contractor shall not issue a firearm to its employees until the Contractor has certified in writing to the CO that the individual has successfully completed the firearms qualification and training requirements as required. Certification shall be accomplished using the FAA Form entitled, "Weapon Certification Form', in Attachment 3B.

C.3.5.7 Prohibited Actions

Guard personnel employed by the FAA are governed by the policies and procedures as established.

Personnel duly authorized to possess or carry firearms in the performance of their duties, law enforcement, or security activities shall use only such force as is necessary to overcome any opposing force or threat by rendering the person(s) incapable of continuing the activity which

prompted the use of such force or weapon.

Deadly force is authorized only when the guard has cause to believe that another person poses an imminent threat of death or serious bodily injury to the guard or others.

A firearm shall only be drawn when it is believed that the use of deadly force may become immediately necessary.

Firing at a fleeing person is prohibited.

Firing from or at a moving vehicle is prohibited.

Firing warning shots is prohibited.

C.3.5.8 Required Actions

Contractor weapons and ammunition shall be surrendered to the SSE upon request for examination.

C.3.5.9 Failure to Comply with Certification Requirements

Contractor employees who fail annual certification requirements or do not comply with certification requirements shall be immediately removed from official FAA duty. The employee shall not return to duty until proof of re-certification is submitted to, and approved by, the CO/COTR.

C.3.6 Training

C.3.6.1 General Training

The Contractor shall certify in writing to the CO/COTR that all guards assigned duties at FAA facilities have successfully met all state and local security officer training requirements prior to assignment at an FAA facility. In addition, guards shall have successfully completed facility and other training specified by this contract and any other training deemed necessary by the CO/COTR. If there is no state or local mandated training, all guards shall be initially trained, at a minimum, in the categories listed below. Additionally, where there is no state or local mandated training the Contractor shall provide the name and location of the training facility, date/times training courses where conducted, and who conducted the training.

1. Care of Firearms. Guard personnel will comply with all firearm certification and proficiency training requirements in accordance with the Contractor Guard Manual.

2. Use of Firearms. Firearms will be used only in extreme emergencies requiring the protection of life.

3. Jurisdiction and Authority. Training sessions shall include descriptions of the guard responsibilities and authority with respect to apprehension, search, seizure, and use of deadly force.

4. First Aid. FAA contract guard personnel will be certified in first aid and cardio-pulmonary resuscitation and be able to demonstrate their proficiency.

5. Emergency Responsibilities. Demonstrate proficiency in the use of emergency equipment such as fire extinguishers and water hoses.

6. Operational Instructions. Demonstrate knowledge of the facility's layout, particularly stairways, fire doors, pipelines, sprinkler systems, sprinkler control valves and fire hoses, fire extinguishers and fire alarm systems, general, special, and temporary orders, facility security plan (FSP) and the guard manual.

7. Security and Contingency Situations. Recognize and appropriately react to emergency situations involving work place violence, bomb threats, sabotage, terrorism, hostage situations, and other criminal activity.

8. Safety. Demonstrate general knowledge of the safety requirements for the facility with special emphasis on any volatile materials stored within the confines of the facility.

9. Facility Access Control Procedures. Demonstrate knowledge of facility guidelines and procedures for personnel and vehicle access control.

10. Communications. Demonstrate the proper use of primary, alternative, and emergency communications equipment.

11. Reports. Demonstrate adequate report writing skills associated with guard operations.

12. Metal Detection and X-Ray Equipment. Demonstrate knowledge and proper use to identify suspicious items and packages, causes for alarms, and the procedures for dealing with such incidents, where applicable.

13. Security Management Systems. Demonstrate proper use and control of electronic security equipment installed at the facility.

C.3.6.3 Specific Requirements

C.3.6.3.1 Initial Training

Each member of the guard force shall successfully complete a minimum of 16 hours of initial training within thirty (30) calendar days of their assignment to duty for this contract. The Contractor shall certify in writing to the CO/COTR within thirty (30) calendar days after contract start date that assigned employees have satisfactorily completed instruction in each of the required subjects, or have equivalent training by virtue of previous training and/or experience. This certification shall list employees by name and social security number, and shall include evidence of previous training and experience, if any. A similar certification shall be provided for each new employee within thirty (30) calendar days after they begin work.

C.3.6.3.2 Refresher Training

Guard personnel shall receive a minimum of eight (8) hours of refresher training annually.

C.3.7 Guard Operations

C.3.7.1 Guard Orders

Instructions shall be specific to the facility receiving the FAA contract guard services and be in the form of general, special, and/or temporary orders. These orders shall be clear, concise, and fully describe the duties and actions that the guard is to carry out under specified conditions at all individual posts. The COTR/FSC will be responsible for ensuring that such orders are developed, maintained, and are current.

1. General Orders. Instructions which concern the guards as a whole and are applicable at all posts and patrols. They will cover such items as performance of contract guard duties and responsibilities.

2. Special Orders. Instructions which prescribe the responsibilities of a particular post or patrol. Each post or patrol will have special orders issued concerning the location, duties, hours staffed.

3. Temporary Orders. Instructions which are issued for a short period covering a special or temporary situation.

C.3.7.2 Contractor Responsibility for the Guard Manual

The Contractor shall be required to develop and issue a current and comprehensive Contractor Guard Manual to each contract guard assigned to duty at a FAA facility. The manual is intended to be a Contractor-employee manual and will contain the basic guidance issued by the Contractor to its employees concerning matters of dress, discipline, patrolling, first aid, emergency responsibilities, apprehension of suspects and arrest powers, courtesy, communications and chain of command. The Contractor Guard Manual and Guard Manual shall be coordinated with and approved by the COTR and the SSE before issuance.

C.3.8 Contractor Guard Manual

The Contractor Guard Manual is intended to be a Contractor-employee manual and will contain the basic guidance issued by the Contractor to its employees. Within twenty-one (21) calendar days after contract award, the Contractor shall provide copies of the Contractor Guard Manual as set forth by "List of Required Records and Reports" clause, in Section F. The FAA will review and either approve or disapprove this document within fifteen (15) calendar days of receipt. Within fifteen (15) calendar days from the date of receipt of FAA approval, the Contractor shall furnish one (1) copy to the CO, COTR, the on-site supervisor, all posts and all guards. The Contractor Guard Manual shall be approved by the FAA before issuance. The manual shall be reviewed annually by the COTR and SSE and updated as required.

The guard manual shall include, as a minimum, the following topics:

-General company policy, rules and regulations.

-Chain of command.

-Concepts of facility protection.

-Legal aspects of installation protection.

-Apprehension of suspects and arrest powers.

-Patrol techniques.

-Access and traffic control.

-Detection of methods of sabotage.

-Fire prevention and protection.

-Communication.

-Report writing.

-Handling of safety hazards and bomb threats.

-Care and handling of firearms.

-First aid.

-Wearing of the prescribed uniform.

-Standards of conduct and discipline.

-Courtesy.

-Medical examinations of guards and certification of acceptability.

-Physical condition.

-Data on security of classified information physical fitness.

-Employee's vacation pay if required by the Service Contract Act Wage Determination.

-Emergency responsibilities.

-Firearms qualification and certification.

-Facility telephone notification list.

-Facility Occupancy Emergency Plan.

-Facility Contingency Plan.

A detailed review of the guard manual shall be provided as part of each employee's initial training, and each time the guard manual is modified. No guard shall be assigned to duty unless he/she is thoroughly knowledgeable of and understands the guard manual. The guard manual may be modified to reflect required changes in the Government's guard services policies and procedures.

C.3.9 Incident Reporting

Incident reporting is required in order to identify and assess the loss and damage to FAA property and facilities. It provides essential data that describes the type of incidents associated with a facility and is a key element in the development of the FAA Facility Security Management Program.

The objective of the incident reporting process is to provide a timely and accurate flow of data concerning the nature and frequency of adverse events which occur at FAA facilities. Below is a list of examples of reportable incidents. This list is not all encompassing and is intended to be used as a guide.

Example of Reportable Incidents

Arson	Loss of Gov't Equipment	Stalking
Assault	Loss of ID Media	Suspicious Person/Item
Bomb Threat	Loss of Keys/Electronic Access Media	Suspicious Vehicle
Burglary	Misuse of Gov't Property	Terrorism
Civil Disturbance	Murder	Vandalism (includes no loss of service to an air navigation facility, true light, or signal)
Drug Use	Rape/Sexual Assault	Vehicle Theft
Kidnapping	Robbery	Violence in the Workplace
Larceny within Facility	Sabotage	Weapon Discharged on Property
Larceny within Vehicle	Security System Outage	Weapon Possession

The written incident report submitted by the supervisor shall contain as a minimum the following information:

1. Complete description of the incident.

2. Name and duty assignment of the individual discovering the incident.

3. Time of the incident (local time/date/day).

4. Activity in which the individual was engaged when the incident was discovered.

5. Injury, fatalities, or property damage resulting from the incident.

6. Names of any witnesses having knowledge of the incident.

[NOTE]: The FAA Incident Form (See FAA Order 1600.69B, Figure 7-1) should be used if available.

C.3.10 Work Requirements

C.3.10.1 Entry Control

The Contractor shall deter unauthorized person(s), property, or vehicles from entering into the area(s) defined in the Facility Guard Manual. All posts shall be controlled during the specified times. During the time periods posts are not staffed, the posts shall be considered part of the perimeter and controlled by the roving patrol.

Authorized personnel or vehicles shall be allowed entry after they have been properly screened. The Contractor shall minimize traffic congestion during peak periods of personnel arrivals/departures in compliance with the Facility Guard Manual.

1. The Contractor shall comply with local guard orders and the Facility Security Plan regarding issuance of temporary passes and temporary badges to Government employees, authorized visitors, contractors, vendors, and others. The Contractor shall courteously and promptly process visitors, issue appropriate identification badges to authorized visitors, and record required information. Contractor employees shall provide clear directions to visitors upon request. Vehicle passes shall either be denied or issued after proper screening and validation.

2. The use of certain private property (e.g., audio and video recording devices, cameras, etc.) is prohibited on the facility. The Contractor shall provide a receipt for, and secure such items in accordance with the Facility Guard Manual.

3. Similarly, the Contractor shall maintain a list of lost items, accept found items, and secure them until they can be transferred to the proper authorities or the FSC for disposition. The Contractor shall be fully responsible for items in his/her possession.

4. In the case of an emergency/incident, all gates shall be closed to inbound traffic and locked, when properly notified by facility management.

5. Operate, evaluate and process visitors, mail, and packages using MDD and x-ray equipment.

C.3.10.2 Exit Control

The Contractor shall comply with the FSP government property, and shall insure that any person(s) attempting to take Government property off the installation have followed procedures identified in the FSP.

In the case of an emergency/incident all gates shall be closed to outbound traffic and locked, when properly notified by facility management.

C.3.10.3 Roving Patrol

The Contractor shall conduct roving patrols as specified in the FSPA and/or local guard orders. All roving patrol guards shall be equipped with communications equipment as specified in the Radio Communications and Radio/Telephonic Communications sections of this SOW, and be capable of making contact within one (1) minute of notification to the FAA facility, Contractor, and supervisor(s).

The roving patrol function may include both foot and motorized patrols. Roving patrols shall be continuously on the alert for the occurrence of fires, explosions, collapses, and other catastrophes by close and detailed observation of buildings, machinery, vehicles, equipment, other resources, and personnel. Unsafe or potentially unsafe conditions, procedures, or activities shall be identified and promptly corrected, if possible. The Contractor shall restrict admission to the unsafe area to minimize the risk and notify the COTR so that repair or corrective action can be accomplished as soon as possible. In the event of a catastrophe, the Contractor shall immediately summon appropriate response forces and then notify government personnel prescribed by guard orders and/or FSP; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition as soon as possible.

The contract guards are required to use a watch clock system or some type of electronic guard tour system which is to be provided by the FAA to serve as a supervisory control and check on the performance of guards.

C.3.10.4 Perimeter

A check shall be made of the entire facility perimeter to detect unauthorized entry (attempted or actual). Routes and times shall be varied to avoid establishing a set pattern. The guard shall conduct these checks as prescribed in local guard orders and/or the FSP.

C.3.10.5 Building/Equipment Checks

Security checks shall be of all buildings and pieces of equipment. While such checks are primarily to detect unsecured facilities, the guard shall also immediately report to the appropriate authorities any fire, flooding, or other condition that could result in damage to buildings/equipment or injuries to personnel. The guard(s) shall also turn off unnecessary lights and appliances and close windows/doors to conserve energy. The Contractor's employees shall not disturb papers on desks, open desk drawers or cabinets, erase blackboards, or use Government equipment except as authorized.

C.3.10.6 Execute Colors

The Contractor may be required to raise and lower the United States Flag (and other flags as authorized) at the locations and times indicated in the Facility Guard Manual. No deviations are permitted unless authorized. Verbal authorizations shall be recorded in an incident report.

C.3.10.7 Traffic, Parking, and Pedestrian Control

The Contractor shall direct traffic and control lights, as described in local guard orders and/or FSP. Tactful and courteous warnings shall be made to individuals who violate facility-parking

regulations. Abandoned vehicles shall be reported promptly. Vehicles parked in prohibited zones which require removal by towing will also be reported to facility management.

C.3.10.8 Deviation from Prescribed Schedules

In the case of emergency conditions requiring immediate attention, the COTR/ FSC may direct the Contractor guard supervisor to temporarily divert guards from their normal roving patrol duties to respond to the emergency conditions, at no additional cost to the FAA. Such employees shall return to their normally assigned duties when released from the emergency situation by the designated FAA official.

Except for the emergency conditions described in the FSP, the Contractor shall not divert roving patrol guards from their prescribed schedules without the prior approval of the COTR or FSC. In instances where verbal deviation approval is given by the COTR or FSC, all pertinent facts concerning the deviation shall be recorded in an incident report and forwarded to the COTR/SSE/FSC within three (3) hours from completion of the incident.

Diversions resulting from emergency conditions described in the FSP shall be reported to the COTR/SSE/FSC in an incident report within three (3) hours from the completion of the diversion.

C.3.10.9 Escort Services

The Contractor may provide escort services as described in the FSP for visitors not having the appropriate security clearance, and for the movement of valuables, explosives, classified material, hazardous material, fuel deliveries, and other items as required at the facility.

C.3.10.10 Complaints/Threats

The Contractor shall record complaints from any person concerning security, safety, or law enforcement within the Government's jurisdiction. Such complaints shall be promptly reported to the COTR/FSC for resolution and disposition. The Contractor shall endeavor to deter crimes against persons without waiting for a specific complaint, while immediately notifying the appropriate authorities. Response to bomb threats shall be in accordance with the Facility Guard Manual.

/r **C.3.10.11 Traffic Accidents**

The Contractor shall immediately notify the police of accidents, and shall assist, as required, in redirecting traffic, placing warning flares, and other safety protective actions.

C.3.10.12 Gate/Building Openings

The Contractor shall open and close gate(s) and building(s) within the time parameters as specified by facility management. The Contractor shall maintain a record of all-nonscheduled gate/building openings and closings.

ATTACHMENT 1

CERTIFICATION OF PHYSICAL QUALIFICATIONS
FEDERAL AVIATION ADMINISTRATION CONTRACT GUARDS

EMPLOYEE NAME:_____ **DATE OF BIRTH:**_____

ADDRESS:_____

CONTRACTOR:_____

CONTRACT NO.:_____

/ / YES / / NO **The individual named has submitted to drug test/screen and has successfully passed.**

/ / YES / / NO **The individual listed above is physically fit to perform guard duties and is in good general health without any physical defects or abnormalities.**

/ / YES / / NO **The individual named above possesses binocular vision correctable to 20/30 (Snellen) and is not color blind.**

/ / YES / / NO **The individual named can hear whispered conversation at 15 feet with each ear without the use of a hearing aid. Using an audiometer for measurement, there is no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.**

CERTIFIED BY: _____

Contractor

_____

Physician's Typed or Printed Name

_____ _____

Physician Signature **Date**

_____

Address

_____

Phone No.

ATTACHMENT 2

Regional Office	Visitor Control (Validate visit, screening, metal detector, sign-in visitor, issue badge) X-ray Screening Exterior Controls (Vehicular ID system, enforce parking plan including visitors, perimeter patrols, GENOT enforcement) Interior Controls (Display of ID media, secure critical areas, security patrols, GENOT enforcement Alarm/CCTV Assessment and Incident Response Capability Control the delivery of mail and small parcels Equipment/service deliveries (Validate equipment/service deliveries, potential visual inspection, vendor departure) Enforce property removal procedures Non-admin hour entry control (sign-in logs, supervise service contractors) Prepare written activities log/report	**Shift 1** 3 guards (weekday) 2 guards (weekend) **Shifts 2 and 3** 2 guards (7 days)
ARTCCs, CERAPs, or TRACONs ≥ 150 persons per shift	Visitor Control (Validate visit, screening, metal detector, sign-in visitor, issue badge) Exterior Controls (Vehicular ID system, enforce parking plan including visitors, perimeter patrols, GENOT enforcement) Interior Controls (Display of ID media, secure critical areas, security patrols, GENOT enforcement Alarm/CCTV Assessment and Incident Response Capability Control the delivery of mail and small parcels X-ray screening Equipment/service deliveries (Validate equipment/service deliveries, potential visual inspection, vendor departure) Enforce property removal procedures Prepare written activities log/report	**Shift 1** 3 guards (weekday) 2 guards (weekend) **Shifts 2 and 3** 2 guards (7 days)
S/L 3 ATCTs	Visitor Control (Validate visit, screening, sign-in visitor, issue badge) Exterior Controls (Enforce unauthorized parking and GENOT when applicable) Interior Controls (Display of ID media, secure critical areas, security patrols, GENOT enforcement) Alarm/CCTV Assessment and Incident Response Capability Enforce property removal procedures Prepare written activities log/report Hand screening incoming mail and packages.	**Shift 1** 2 guards (weekday) 2 guards (weekend) **Shifts 2 and 3** 2 guards (7 days)

[1] List of guard functions may be expanded as needed to support the FAA facility requirements.

ATTACHMENT 3a

Weapon Qualification Form

CONTRACT GUARDS FIREARMS QUALIFICATION .38 CALIBER COURSE OF FIRE

DATE:_____ SSN: XXX - XX -

NAME:_____
LAST FIRST PHONE NUMBER

STATE GUARD LICENSE:_____
STATE NUMBER EXPIRATION DATE

FAA FACILITY:_____

WEAPON: MAKE_____ MODEL_____ SERIAL _____

WEAPON QUALIFICATION SCORE:_____/_____/_____/_____ DATE:_____

AMMUNITION USED:_____/_____/_____
SPECIFY AMMO WIEGHT/GRAIN CALIBER SPECIFY TYPE OF AMMUNITION

GUARD CONTRACTOR:_____
COMPANY NAME

NAME OF RANGE:_____ PHONE NUMBER

LOCATION:_____
ADDRESS CITY STATE ZIP CODE

FIREARMS INSTRUCTOR:_____
LAST FIRST PHONE NUMBER

FIREARMS INSTRUCTOR LICENSE:_____
STATE NUMBER EXIRATION DATE

Distance	*Stage*	*Position*	*Rounds*	*Shots*	*Time*	FAA CONTRACT GUARDS FIREARMS QUALIFICATION .38 CALIBER COURSE OF FIRE *Description*
3 YDS	1	STANDING	6	2	3 SEC	Point shoulder, 2-handed, without sights.
7 YDS	1	STANDING	12	1	3 SEC	One shot in 3 seconds for the first 5 shots, fire sixth, unload; reload with 6 and fire seventh, weak hand only (20 seconds allowed for reload drill). Then 1 shot in 3 seconds weak hand only for the "aimed in" position for the remainder of stage 1.
7 YDS	2	STANDING	12	2	4 SEC	Two shots in 4 seconds for the first 4 shots. Fire fifth and sixth, unload reload with 2 and fire seventh and eighth (15 seconds allotted for reload drill). Load with 4 and holster. Then 2 shots in 4 seconds for the remainder of stage 2.
15 YDS	1	STANDING	12	2	5 SEC	Two shots in 5 seconds for the first 4 shots. Fire fifth and sixth, unload, reload with 6 and fire seventh and eighth (25 seconds allotted for reload drill). Then 2 shots in 5 seconds for the remainder of stage 1.
25 YDS	1	BARRICADE (right)	6	2	7 SEC	Two shots in 7 seconds from the right side, double action, strong hand supported by the weak.
25 YDS	2	BARRICADE (left)	6	2	7 SEC	Two shots in 7 seconds from the left side, double action, strong hand supported by the weak.
25 YDS	3	KNEELING	6	2	8 SEC	Two shots in 8 seconds (Kneel for each of 2 shots).

Note: Scoring with the NRA B-27 Silhouette target, all scores will be based on the following conversions: (X, 10, 9, and 8 rings count as 5), (7 ring counts as 4), and (all other hits on silhouette count as 3). Hits on the white space inside arms are scored same as black areas.

I certify I qualified with my duty weapon and qualified on the above sixty round firearms course:

_____
Signature of the Guard Date

I certify as a State Certified firearms instructor that the above named guard qualified with the above described firearm using the above sixty round qualification course, which requires using the NRA B-27 Silhouette target and duty weapon ammunition:

_____
Signature of the firearms instructor Date

SO Form 1600.69 (10/04)

ATTACHMENT **3b** Weapon Qualification Form

CONTRACT GUARDS FIREARMS QUALIFICATION 9MM COURSE OF FIRE

DATE:_____ SSN: XXX – XX - _____

NAME:_____
LAST FIRST PHONE NUMBER

STATE GUARD LICENSE:_____
STATE NUMBER EXPIRATION DATE

FAA FACILITY:_____

WEAPON: MAKE_____ MODEL_____ SERIAL NR _____

WEAPON QUALIFICATION SCORE:_____/_____/_____ DATE:_____

AMMUNITION USED:_____/_____/_____
SPECIFIY AMMO WEIGHT/GRAIN CALIBER SPECIFY TYPE OF AMMUNITION

GUARD CONTRACTOR:_____
COMPANY NAME PHONE NUMBER

NAME OF RANGE:_____

LOCATION:_____
ADDRESS CITY STATE ZIP CODE

FIREARMS INSTRUCTOR:_____
LAST NAME FIRST PHONE NUMBER

FIREARMS INSTRUCTOR LICENSE:_____
STATE NUMBER EXPIRATION DATE

Distant	*Stage*	*Position*	*Rounds*	*Shots*	*Time*	FAA CONTRACT GUARDS FIREARMS QUALIFICAITON .9MM COURSE OF FIRE *Description*
3 YDS	A	STANDIND	1st MAG 6 RDS	1	3 SEC	Preparation: Load two magazines with 6 rounds. Load and holster with 6 round magazine. Draw from the holster and fire 1 shot in two seconds, point shoulder, stong hand only, referencing sights (6X). After last facing, perform an emergency reload cover the target, and then re-holster.
3 YDS	B	STANDING	2nd MAG 6 RDS	2	3 SEC	Draw from the holster and fire 2 shots in 3 seconds, Point should, two-handed, referencing sights. After first facing bring weapon down below the line of sight and for the next 2 facings bring the weapon up to eye level and fire 2 rounds in 2 seconds. After the last facing, clear the weapon and holster a safe weapon.
7 YDS	A	STANDING	1st MAG 7 RDS 2nd MAG 6 RDS	1	4 SEC	TATICAL RELOAD (RELOAD W/SLIDE FORWARD< ROUND IN CHAMGER): Preparation: Load 2 magazines with 7 and 6 rounds each. Load and holster with 7 round magazine. One 6 round magazine in the pouch. Fire 2 shots in 4 seconds each facing of the target. On the third facing, fire 2, reload and fire 2 more in a time limit of 15 seconds. Continue with 2 shots in 4 seconds each facing. For the remaining 4 rounds, strong hand only.
7 YDS	B	STANDING	1st MAG 6 RDS 2nd MAG 6 RDS	2		EMERGENCY RELOAD: (RELOAD W/SLIDE LOCKED TO THE REAR): Preparation: Load and holster with 6 round magazine. One 6 round magazine in the pouch. Fire two shots in 4 seconds each facig of the target. On the third facing, fire 2, reload and fire 2 more in a time limit of 15 seconds. Continue with 2 shots in 4 seconds each facing. For the remaining 4 rounds, strong hand only.
15 YDS	A	STANDING/ KNEELING	1st MAG 15 RDS 2nd MAG 6 RDS	3	5 SEC	Preparation: Load and holster with a 6 round magazine. One 6 round magazine in the pouch. Perform an emergency reload move to a weak side standing barricade position and fire 3 shots in 20 seconds. When the target edges, shooter moves to weak side kneeling barricade position and when the targets face, fire 3 shots in 6 seconds. When the targets edge, shooter will unload and holster a safe weapon..
25 YDS	A	Strong side standing barricade Weak side standing barricade	1st MAG 8 RDS	3/2/1	7 SEC	MAGAZINE EXCHANGE: Preparatio. Load and holster an 8 round magazine, 6 round magazine in pouch. Drawing from the holster, shooter fires 3 shots in 8 seconds from strong side standing barricade position. Target edges away, shooter remains aimed in. When target faces, shooter fires 2 shots in 5 seconds and remains aimed in. On next target facing, shoot 1 shot in 3 seconds, perform a magazine exchange and move to the weak side standing barricade positon (aimed in). shooter will then re-holster and repeat sequence from the weak side standinding barricade position. Upon completion of the last sequence, shooter will remove the magazine, inspect the chamber and magazine will visually and physically, made the weapon safe, and holster a safe weapon.

NOTE; Scoring with the NRA B-27 Silhouette target, all scores will be based on the following conversions: (X, 10, 9, and 8 rights count as 5), (7 ring Counts as 4), and (all other hits on silhouette count as 3). Hits on the white space inside arms are scored same as black areas.

I certify I qualified with my duty weapon and qualified on the above sixty round firearms course.

_____

Signature of the Guard Date

I certify as a State Certified firearms instructor that the above named guard qualified with the above described firearm using the above sixty round qualification course, which requires using the NRA B-27 Silhouette target and duty weapon ammunition:

_____

Signature of the firearms instructor Date

SO Form 1600.69 (10/04)

ATTACHMENT 4

QUALIFICATION INQUIRY
LAUTENBERG AMENDMENT

In completing this form, you are advised:

The purpose is to obtain information, which will assist in the determination of whether personnel reassignment and/or administrative action is warranted.

You have a duty to complete this form. Agency disciplinary action, including dismissal, may be undertaken if you refuse to answer or if you fail to reply fully and truthfully.

Neither your answers nor any information or evidence gained by reason of your answers can be used against you in any criminal prosecution for a violation of Title 18, United States Code, Section 922(g)(9). However, the answers you furnish and any information or evidence resulting there from may be used against you in a prosecution for knowingly and willfully providing false statements or information, and in the course of agency disciplinary proceedings.

Have you ever been convicted of a misdemeanor crime of domestic violence within the meaning of the statute?

Initial and date: YES_____ NO_____

If you answered YES to the question, provide the following information with respect to the conviction.

Court/jurisdiction: _____

Docket/Case Number: _____

Statute/Charge: _____

Date Sentenced _____

I hereby certify that, to the best of my information and belief, all of the information provided by me is true, correct, complete, and made in good faith. I understand that false or fraudulent information provided herein may be grounds for adverse action, up to and including removal, and is also criminally punishable pursuant to federal law, including 18 USC Section 1001.

Name:
(print or type) _____

Duty Station
Signature _____
Date

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; 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 an 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 a proposal 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.
(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause

3.13-5 Seat Belt Use by Contractor Employees (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of Clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2011)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Position	**Risk Level**
Guard II (Armed)	Risk Level 5
Supervisor	Risk Level 5

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password. The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:
- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is

approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):
- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Regional and Center Contracts:

FAA Southern Region
1701 Columbia Avenue
College Park, GA 30337
ATTN: ASO-750C

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event,

the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements, **Hazardous Materials Staff, ASO-750C, Telephone: (404) 305-6770** or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-3 Foreign Nationals as Contractor Employees (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:
(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
(2) A risk or sensitivity level designation can be made for the position; and
(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (October 2010)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold **$200.00** for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Investigative and Security Branch, ASO-750A, Tel: 404-305-6770. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the ARTCC, Memphis, TN., must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the

existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Contracting Officer, Eddie Wright, Jr., ASO-52. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Eddie Wright, Jr., 404-305-5760.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE

(End of Clause)

3.14-5 Sensitive Unclassified Information (SUI) (July 2008)

(a) Sensitive information must be restricted to specific contractors who:
(1) Have a need "to know" to perform contract tasks;
(2) Are authorized to receive the SUI;
(3) Meet personnel suitability security requirements to access sensitive information; and
(4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:
(1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
(2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
(3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;

(4) Procedures for protecting against co-mingling of information with general contractor data system/files;
(5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
(6) Procedures for the reproduction of subject material;
(7) Procedures for reporting unauthorized access; and
(8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Business Opportunities (FedBizOpps): Except for those items noted by the CO, SUI will be made available to offerors through FedBizOpps. FedBizOpps provides a secure environment for the distribution of SUI information to vendors.
(1) FedBizOpps can be found at www.fbo.gov.
(2) Vendors will utilize FedBizOpps to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
(3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedBizOpps.
(4) As FedBizOpps uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully register and designate a Marketing Partner Identification Number (MPIN) in CCR (www.ccr.gov) prior to seeking access to SUI through FedBizOpps.
(5) Instructions and guides on usage of FedBizOpps can be found at www.fbo.gov.

(End of clause)