

**PLEASE SEE THE LAST PAGE FOR HELPFUL HINTS FROM THE SEVEN STEPS  
TEAM**

**U.S. DEPARTMENT OF TREASURY  
INTERNAL REVENUE SERVICE  
ANDOVER CAMPUS**

**PERFORMANCE WORK STATEMENT**

**GUARD SERVICES**

**DATE:**

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## **1.0 OVERVIEW**

The Government Internal Revenue Service requires armed security guard services for the IRS Andover Campus, located at 310 Lowell Street, Andover Massachusetts, and its off-site facility located at 96 Milk Street, Methuen, Massachusetts.

The IRS Andover Campus serves as a submission processing and customer service site for Federal tax returns. Located onsite at the IRS Andover Campus is a Child Care Center and Federal Credit Union.

The IRS Andover Campus location is a 400,207 square foot, one story facility, located on approximately 24.44 acres. The perimeter is fenced with access onto the property presently controlled by two entrance gates. Access to the building is controlled by card access, or contract armed security officers. Card access activates revolving security doors. There are approximately 5,000 employees working at the IRS Andover Campus location at peak filing season. This facility is operated 24 hours a day, 7 days a week, 365 days a year (24/7X365).

The off-site location in Methuen, Massachusetts, is a 135,000 square foot, one story facility with a mezzanine, located on approximately 6.39 acres. The perimeter is fenced with access onto the property via two gated entrances. Card access, or armed contract security officers control access to the building. There are approximately 650-700 employees working at this off-site facility. This facility is operated 24 hours a day, 7 days a week, 365 days a year (24/7X365).

## **2.0 OBJECTIVE**

The Contractor shall furnish all contract oversight management, supervisory, and technically trained personnel, uniforms, equipment, materials, and supplies necessary to provide routine and emergency security protection and support services required. This includes, but is not limited to, armed security patrols, entrance control, personal escort duties, and parking lot control, law and order duties, and security and fire safety surveillance. The Contractor shall provide trained employees, at all times, to perform the services as prescribed in and required by the contract.

## **3.0 REQUIREMENTS**

- A. The Contractor shall provide, operate, manage, and maintain a uniformed protective security force, 24/7x365, for the physical protection of the Andover Campus. The Contractor shall provide the required number of security officers and supervisors to properly perform the specific duties outlined in the Post Orders for each post. No post shall ever be left unattended without prior approval from the on-site Contracting Officer's Technical Representative (COTR).
- B. The Contractor shall monitor all security systems, which include interior intrusion detection, entry access control systems, and closed circuit

television surveillance systems. The Government (IRS) or the Campus Facility Level requires one officer to be stationed at the Security Console to monitor the security systems, 24/7X365. The Government (IRS) shall conduct tests; complete inspections; provide preventive maintenance and repairs to the security systems, and keep all equipment in optimum operating condition.

- C. The Contractor shall provide routine and emergency protection and security support services in accordance with the contract, Post Orders, Officer's Duty Book, and national standards. In the event of conflicts, the contract takes precedence over the other documents. The Contractor shall also provide security officers to ensure that critical (agency) resources are protected. The Contractor shall remain abreast of current issues, trends, laws, regulations, and technologies.
- D. The Contractor shall ensure all duties are preformed in accordance with the Guard Assignments/Posts Orders and Special Orders. Post Orders (which can be amended by the COTR at any time) have been prepared for each guard post; a copy shall be issued to all guards, on all applicable shifts. These orders define the basic work to be performed at each post including the exact hours of duty.
- E. The COTR shall provide all details, procedures, and instructions necessary for proper performance at each post. A summary/outline of each guard post is shown in **EXHIBIT 1**. Corporate Management and Oversight or an authorized representative for the Contractor shall sign each Post Order to indicate receipt. The Contractor shall not refuse to accept Post Orders or Memorandum for any post or supervisory position. The Contractor is responsible for enforcing compliance with all such orders. Any discrepancies in Post Orders/Memorandums and work actually performed shall be brought to the attention of the COTR immediately. If the Contractor's employees fail to work the required hours or fail to perform the required duties, deductions shall be taken. (**EXHIBIT 6**). Continued failure may result in contract termination.
- F. The COTR may make technical/administrative revisions to Post Orders, which would provide clarity and avoid misunderstanding. The Contracting Officer (CO) through a written modification to the contract shall make formal changes to Post Orders, if deemed necessary, which permanently change the terms of the contract.
- G. The Contractor shall provide training to security force management, supervisors, and officers to appropriate levels of security industry standards as well as training and certification standards specified in this contract.
- H. The Government (IRS) shall provide training/orientation on the supplied systems.

- I. The Contractor shall provide continuous assessment and evaluation to identify security weaknesses and vulnerabilities and provide recommended corrective action to the COTR.
- J. The Contractor and all Officers must be licensed and certified by the State of Massachusetts, County of Essex and Town of Andover or Methuen to carry firearms.
- K. The Contractor shall ensure all officers and supervisors performing on-site duties comply with all current State of Massachusetts, County of Essex, Towns of Andover /Methuen and local firearms suitability, licensing, and permit requirements.
- L. The Contractor shall ensure firearms remain on the premises and stored in a safe or other cabinet that complies with the Government's standards for storage of weapons.
- M. The Contractor shall provide qualified, trained replacement security personnel for emergency purposes (i.e. sickness) to start within one hour of the regular tour of duty.
- N. The Contractor shall ensure all officers are in proper uniform (this includes insignia, accessories, and equipment) throughout their tour of duty. Jewelry other than described in this contract shall not be worn. Supervisors and officers who are not in proper uniform may be replaced at the discretion of the COTR, who shall notify the Contractor's supervisor or Corporate Management and Oversight (CMO).
- O. The Contractor shall establish procedures to ensure all operations are performed in a safe manner.
- P. The Contractor shall establish and maintain a Quality Control Program to provide independent Corporate Management and Oversight surveillance and inspection of Contractor security operations. The Contractor shall at a minimum provide the COTR with a written plan outlining the method of inspection, frequency and management response. Reference should be made to the Government Quality Assurance Plan Attachment and applicable Exhibits.
- Q. The Contractor shall ensure that all officers working under this contract have successfully passed all screening processes required in this contract.
- R. The Contractor shall comply with the following regulations and policies:
  - I. Federal Acquisition Regulations (FAR)
  - II. Rules and Regulations Governing Public Buildings and Grounds: Title 41, Public Contracts and Property Management, dated July 1, 1999, Code of Federal Regulations, Subtitle C-Federal Property Management

Regulations System, Chapter 101, Part 101-20, management of Buildings and Grounds, Subparts 101-20.300 through 101-20.315 at <http://www.access.gpo.gov/nara/cfr/>

III. United States Code, Title 18, Section 930, Possession of Firearms and Dangerous Weapons in Federal Facilities at <http://www4.law.cornell.edu/uscode/18/930.html>

- S. The Contractor shall ensure all officers are trained in all required Cardiac Pulmonary Resuscitation (CPR) procedures and/or programs, Automated External Defibrillator (AED) procedures and first aid, in accordance with the requirements of the American Red Cross and/or the American Heart Association.
- T. The Contractor shall ensure all officers are in good physical condition and health and able to protect themselves and others, and withstand sudden physical exertion in apprehension of suspects and violators.
- U. The Contractor shall be responsible and accountable for all Government furnished property in accordance with the requirements of the contract.
- V. Upon contract expiration, the Contractor shall provide all reasonable support to the Government and the successor Contractor to ensure an orderly transition and minimize any impact on the operation.
- W. The Contractor shall test for substance use. Substance abuse is illegal in the workplace.

#### 4.0 DELIVERABLES

- A. The Contractor shall, prior to the contract performance date submit a copy of the Key Personnel Resume for contract security supervisory personnel and all back-up supervisory personnel who shall be performing duties under the contract. **(EXHIBIT 5 Sample Format)**.
- B. The Contractor will provide the uniform type as prescribed and in effect for General Services Administration Federal Protective Officers, as shown in the Federal Protective Service (FPS) Contract Guard Information Manual. A copy of the FPS Contract Guard Information Manual can be obtained from Internal Revenue Service, Attention Physical Security Analyst, Agency Wide Shared Services, 310 Lowell Street, Andover, Massachusetts, 01812.
  - (1) The color of the Contractor's guard force uniforms shall be a color in general use by large guard or police organizations. All employees performing under this contract shall wear the same color and style of uniform.
  - (2) The Contractor shall, prior to the contract performance date, notify the COTR that the uniforms and equipment items specified in the FPS

Contract Guard Information Manual have been issued to each employee.

- I. Uniforms and equipment do not have to be new, but must be in good condition and meet the standards outlined in the FPS Contract Guard Information Manual.
  - II. The COTR is responsible for inspecting the uniforms furnished under this contract to ensure compliance with the standards contained in the FPS Contract Guard Information Manual. Any disputes regarding application of the standards shall be referred to the Contracting Officer.
- C. The Contractor shall submit, within ten (10) days prior to employment, Certificates of Firearms Training to the COTR certifying that each contract employee is fully trained in the handling and use of firearms and ammunition. The contractor shall supply 26 firearms, .38 caliber, 4" barrel, standard police service type revolver. Other weapons loaded with .38 caliber ammunition will not be accepted by the Government as meeting the requirement for a .38 caliber, 4" barrel, and standard police service type revolver. The Contracting Officer's Technical Representative is responsible for ensuring the firearms furnished comply with the requirements outlined herein. In the event of a dispute regarding whether firearms meet the requirements, the Contracting Officer will make the final decision.
- D. The Contractor shall obtain and maintain on file a State of Massachusetts Security Guard Permit and Weapons Permit for each officer. A copy of this permit shall be provided to the COTR at least ten working days prior to the anticipated assignment date of any individual.
- E. The Contractor shall provide to the COTR all Forms (U.S. Department of Justice Form I-9, Employment Eligibility Verification, Department of the Treasury Form 13340, Fair Credit reporting Act and U.S. Office of Personnel Management Standard Form 86/86 (EG), Questionnaire of national Security Positions) necessary (**EXHIBIT 8 Background Investigation Forms and Section c Security Requirements**) for the Government to complete background investigations. The Forms shall be submitted within (*within* 10 days or *10 days prior to*) ten days prior to employment and the Contractor must receive notification from the COTR of approval.
- F. The Contractor shall provide all official bonds required, and pay all fees or costs involved or related to the authorization for arming of all employees engaged in providing on-site services specified under this contract.
- G. The Contractor shall submit the government provided Quality Inspection Report (**EXHIBIT 7**) to the COTR weekly to certify that the contract requirements were performed.

- H. The Contractor shall submit a complete employee-training plan (outline) to the COTR within 10 days after receipt of the award notice.
- I. The Contractor shall submit to the COTR all required Cardiac Pulmonary Resuscitation (CPR), Automated External Defibrillator (AED) and first aid certifications for each officer ten days prior to employment or within ten days of contract award and ensure they are in accordance with the requirements of the American Red Cross and/or the American Heart Association.
- J. The Contractor shall prepare required reports on accidents, fire, bomb threats, unlawful acts, etc. and provide these reports to those officials specified by this contract, in post orders, or by the COTR within 24 hours of occurrence.
- K. The Contractor shall submit to the COTR, ten workdays prior to duty, a GSA Form SF-78, Medical Certificate or equivalent for all officers performing services under this contract.
- L. The Contractor shall provide Patrol Vehicle Equipment, as described in **EXHIBIT 3**. The Vehicles shall be in operating condition at all times. All costs for the operation and maintenance of vehicles(s), including all license and insurance fees, shall be borne by the Contractor. Each vehicle shall be equipped with a roof light and marked for identification. The vehicle(s) shall be equipped with a first-aid kit and dry chemical fire extinguisher, properly mounted. In the event a patrol vehicle is temporarily inoperable (due to maintenance, etc.), an equivalent, fully operational, substitute vehicle shall be provided by the Contractor. The COTR is responsible for ensuring the vehicle(s) furnished under this contract comply with the requirements outlined herein. In the event of a dispute regarding whether vehicle(s) meet the requirements, the Contracting Officer shall make the final decision. Additional patrol equipment not required by this contract shall not be used unless approved by the COTR. See **EXHIBIT 3, Patrol Vehicle Requirements** and **EXHIBIT 6, Application of Criteria for Deductions**.
- M. The Contractor shall provide all communications equipment including but not limited to; handi-talkie type radios with two channel capability, compatible digital frequency input, portable, batteries, battery charger(s) and other related accessories, as described in **EXHIBIT 2, Radio Equipment Requirements**.

## **5.0 GOVERNMENT FURNISHED MATERIALS, EQUIPMENT AND SERVICES**

The Government shall furnish the following, materials, equipment and services:

- A. Electrical and mechanical equipment, operating and maintenance manuals, and training guides for the integrated security and environmental safety systems.
- B. Complete officer's duty book.



- C. All administrative and investigative forms prescribed for use by the Contractor/Contractor's employees.
- D. Security Post Orders.
- E. All repair and maintenance of security/intrusion detection systems.
- F. Building utilities and custodial services in accordance with established building operational procedures.
- G. Use of medical facilities (when available) for emergency purposes.
- H. Telephones in the Security Console and fixed posts for use in the performance of this contract.
- I. Classrooms for contractor on-site training. The scheduling of such space for training will be through the on-site COTR.
- J. Training for all contract employees, including supervisors and/or contract administrators.
- K. Other Government equipment to include magnetometers, X-ray machines, and closed circuit television monitoring equipment.
- L. Three desktop personal computers for access control only.
- M. Safe/Cabinet for storage of weapons and ammunition.
- N. Two radio frequencies.
- O. Quality Assurance Plan to monitor contract performance. **(Attachment 1)**

## **6.0 PERSONNEL SPECIFICATIONS/REQUIREMENTS**

To be eligible to perform under this contract, each contract employee must meet the following education, experience, health and security requirements.

### **A. Education/Experience**

- A. Possess a high school education or equivalency, and have two (2) years of experience demonstrating:
- B. The ability to meet and deal with the general public:
- C. The ability to read, understand and apply printed rules detailed orders, instructions, and training materials;
- D. The ability to maintain poise and self-control under stress;

- E. The ability to construct and write clear and concise, but accurate and detailed reports;
- F. Proficiency in the use and safe handling of a .38 caliber service type revolver prior to entry on duty.
- G. In lieu of the above (with the exception of item (6)), each employee shall have two years of relevant education above the high school level, or any combination of relevant education above the high school level and relevant experience totaling two (2) years.

## **B. Medical and Physical Qualifications**

### **General**

- A. The Contractor shall ensure that all Contract employees assigned to work under this Contract are physically able to perform all duties required by the Contract. All Contract employees must be in good general health without physical defects and/or psychological abnormalities that would interfere with the performance of Contract duties.
- B. All prospective Contract employees must undergo a pre-employment medical/physical examination. Examinations shall be administered by a licensed physician. All guards (productive and supervisory) must meet the health certification requirements listed. **No guard shall be permitted to work under the Contract until this certificate has been submitted to and approved by the COTR.** Failure by a guard to meet any of the required medical qualifications may result in the guard being disqualified from performing under the Contract. **Where there is a disqualifying factor noted, the examining physician must provide a written, signed opinion as to why the existence of the factor will not interfere with the guard's performance under the Contract. In such cases, notwithstanding the physician's signed opinion, the CO or COTR shall make the final determination regarding the Contract employee's suitability to work under the Contract. Documentation by a physician of a disqualifying factor without a written medical opinion as to the Contract employee's suitability to perform under the Contract shall automatically result in the guard's disqualification.**
- C. Medical examinations are valid for a period of three (3) years from the date of issuance. Upon expiration, a new medical examination must be provided under the same guidelines stipulated in this Section.

### **Medical Standards**

- A. All Contract employees must meet the following medical standards:

- (1) Vision: Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be colorblind.
- (2) Hearing: Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels. NOTE: The use of a hearing aid is not permitted and is disqualifying.
- (3) Speech: Applicant must be able to speak clearly and distinctly. Diseases or conditions resulting in indistinct speech patterns are disqualifying.
- (4) Extremities and Spine: Applicant must have no deformities or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities or diseases that interfere with the full performance of duties are disqualifying.
- (5) Respiratory System: Applicant must have a healthy respiratory system. Any chronic diseases or conditions affecting the respiratory system, such as impaired respiratory function, shortness of breath, or painful respiration, that would impair the full performance of duties is disqualifying.
- (6) Cardiovascular System: The following conditions are disqualifying:
  - A. Organic heart disease (compensated or not);
  - B. Hypertension with repeated readings of 160 or over systolic, and 100 or over diastolic;
  - C. Symptomatic peripheral vascular disease and severe varicose veins
- (7) Gastrointestinal Tract: Applicant must have a healthy gastrointestinal tract. Any disease or condition of the gastrointestinal tract that requires restricted or rigid diets, including an ulcer active within the past year, is disqualifying.
- (8) Genitourinary Tract: Applicant must have a healthy genitourinary tract. Any chronic, symptomatic diseases that interfere with the full

performance of duties is disqualifying.

- (9) Any inguinal or femoral hernias, with or without the use of a truss, are disqualifying if they interfere with the full performance of duties.
- (10) Diabetics whose condition is controlled by diet, insulin, or other prescription drugs must submit a medical doctor's statement of fitness for work as part of the medical examination.

### **Physical Demands**

- A. Contract employees are expected to be physically able to perform the following functions in the performance of their assigned duties:
  - (1) Frequent and prolonged walking, standing, sitting, and stooping;
  - (2) Occasional running or sprinting; and
  - (3) Subduing violent or potentially violent individuals
- B. Physical stamina in all of its forms (endurance, temperature/climate, etc.) is a basic requirement of this position. Individuals deemed incapable of meeting the physical requirements of their assigned position will be removed from the Contract upon the CO's request.
- C. The Contractor shall be responsible for encouraging and promoting employees assigned to this Contract, to maintain an ongoing and regular program of physical fitness, at no cost to the Government.

## **C. Illegal Drug Screening**

### **Pre-Employment Screening**

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

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

- B. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's (SAMHSA) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." These guidelines can be accessed via the Internet at: [www.health.org/GDLNS-94.htm](http://www.health.org/GDLNS-94.htm) or at:

<http://wmcare.samhsa.gov>.<sup>1</sup> The Contractor is strongly urged to utilize one of the laboratories listed on SAMHSA's "Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies," which is accessible via the Internet at: [www.health.org/labs/index.htm](http://www.health.org/labs/index.htm) or at: <http://wmcare.samhsa.gov>; this list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA's current list, the Contractor is strongly advised to verify whether the laboratory's methodology conforms with SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.

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

#### **Government Requested Screening.**

- A. The CO or COTR shall have the express right to request random urine drug screenings at any time during Contract performance. Random screenings shall be conducted by the COTR drawing a name from a container that has the names of all guards on duty at the time of the drawing. A representative of the Contractor shall be in attendance at the drawing. Tests will be conducted at an appropriate facility of the Government's choosing. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described in section 7.02 above.
- B. The CO or COTR shall have the express right to request targeted urine drug screenings where there is a reasonable belief by the Government that the Contract employee(s) may be under the influence of, or using illegal substances. Targeted screenings shall be conducted in a similar

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

fashion to random screenings, with the exception that the COTR will advise the CO in writing that he/she requests a drug screening of a specific guard. Once the written request is received, the CMO should make arrangements for the test to be conducted as soon as possible and within 3 working days. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described in section 7.02 above.

- C. Contract employees who undergo either random or targeted urine drug screenings may continue working under the Contract until the results have been provided to the Contractor. In the event that the results of any urine drug screening, whether random or targeted, are negative, the Government shall bear the expense of the screening. (NOTE: this does not apply to the pre-employment urine drug screening). The Contractor shall invoice the Government for the actual cost of the drug screening plus the hourly rate paid to the Contract employee(s) to take the test. In the event that the results are positive, the Contractor shall immediately remove the Contract employee(s) with a positive reading from the Contract and immediately inform the COTR and CO of the result and the employee's removal from the Contract. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the positive reading.
- D. **Any Contract employee who undergoes either a random or targeted urine drug screening and tests positive for any of the substances shown above shall be permanently disqualified from working under this Contract. Since most drugs are metabolized within a short period of time, the affected Contract employee *shall not* be authorized to take additional tests to achieve an acceptable reading.**

#### **Psychological Screening/Reliability Testing**

- A. In those states where it is legal to do so, all uniformed Contract employees shall be psychologically/personality tested and/or evaluated for reliability by the Contractor or the Contractor's designated agent, prior to employment under this Contract. This one-time pre-employment test/evaluation safeguards the employee, the public, the Contractor, and the Government, for the benefit of all. The Contractor shall utilize either professionally recognized written 1) psychological/personality factor testing, such as the 16-PF or 5-PF (sixteen or five personality factor) or 2) ERI (employment reliability inventory) testing as an aid to selecting reliable employees for this Contract. As a third alternative, the Contractor may use state licensed (in the state where the Contract employee lives or works) psychologists or psychiatrists for in-person interviews of applicants, to ensure that all such prospective employees are psychologically reliable and suitable for all Contract-related duties. While expressing no preference for any specific test, methodology, or

test provider(s), GSA has found reputable (professionally accepted) computerized employee reliability evaluation tests that are priced below \$20 per employee when ordered in large quantities. Individual professional verbal evaluations can be much more expensive, and are not often used.

- B. In those states where it is lawful to do so, each and all of the Contractor's employees and prospective employees shall participate in and complete this pre-employment test/evaluation before they begin performance under this Contract. The Contractor may request, in writing, a one-time (per employee) waiver for up to 30 days to complete the test/evaluation. The results and findings of the tests/evaluations shall be documented, filed, and secured in the Contract employee's personnel file by the Contractor. The Government shall have the right to inspect the test/evaluation upon request, as part of an overall file review. The Government shall not have the right to use the results of the test/evaluation to require the Contractor to remove/discipline the Contractor's employee.
- C. The Contractor should consider the results of the test/evaluation as part of the overall hiring decision. The Government does not intend, request, or require that the results of the test/evaluation become the sole basis for a hiring decision on the Contractor's part, nor will the Government request such information as part of the Contract employee suitability clearance process.
- D. In states where such pre-employment evaluations are prohibited by law, the Contractor is not required to accomplish formal screening and testing; however, the Contractor shall be required to provide the CO with a written, signed, and dated statement on letterhead stationery from a cognizant state/city Government official (or an officer of the court) that cites the specific law or statute that forbids such testing/evaluation. A legible copy of the letter shall be placed in each affected Contract employee's personnel file.
- E. The Contractor is responsible for all costs associated with providing the tests/evaluations and for factoring those costs into the offering prices. If the Contractor finds after award of the Contract that such tests/evaluations are prohibited in all or part of the Contract locations, the CO and Contractor shall negotiate a Contract price adjustment to reflect the deletion of this Contractual requirement.

**D. Security Requirements (Non-Classified Contract).**

The Department of the Treasury/Internal Revenue Service, pursuant to delegated authority from the Office Of Personnel Management, has established mandated policy, also in accordance with investigative requirements from the Treasury Inspector General for Tax Administration

(TIGTA), concerning investigative screenings for Internal Revenue Employees and Contractors.

In accordance with this mandated policy, the IRS National Background Investigation Center (NBIC) shall conduct these investigative screenings for all IRS Contractor employees, those proposed and existing, who require staff-like access to IRS systems and facilities. The investigative (background) screenings shall be conducted utilizing the Standard Forms 86, 86(EG), 86A, 13340, and I-9 as provided in **Exhibit 8**. The Government (IRS) requires the completion of the required forms for all contractor employees prior to employment or access to government property.

The Contractor shall submit to the COTR within ten days before the starting date of the contract, Form 86, Questionnaire for National Security Positions, Form I-9, Employment Eligibility Verification, Form 13340, Fair Credit Reporting Act and two (2) completed Forms FD-258, "Fingerprint Charts" for officers of the firm who for any reason may visit the worksite during the period of this contract and for all contract employees who have access to the building in performance of the contract work. The Government shall furnish the necessary forms. If the Contracting Officer receives an unsuitable report on any employee after processing of these forms, or if the Contracting Officer's Technical Representative finds a prospective employee to be unsuitable or unfit for his assigned duties, the Contractor shall be advised immediately that such employee shall not continue to work or be assigned to work under the contract. Employees cleared through this process while employed by a Contractor who is subsequently replaced by successor Contractor in the same building, the successor Contractor is not required to submit another set of these forms if the contract employee has been cleared within the past three years, unless specifically requested to do so by the COTR. (Include the terminology concerning NBIC specifically screening for tax information as stated in mod #0007, of D.O. # TIRNE-03-T-00062.)

The Government shall have and exercise full and complete control over granting, denying, withholding or terminating clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance of full clearance that shall follow as a result or condition thereof. The granting of either temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Government. All contract employees shall either be U.S. citizens or have lawful permanent resident status.

#### **E. Age**

All Contractor employees shall be a minimum of twenty-one (21) years of age (age requirements waived for veterans of military service).

#### **F. Position Descriptions**



The Contractor shall furnish Corporate Management and Oversight, which meets the qualifications set forth herein. These requirements shall also apply to all employees who are provided as substitutes for this position. Should the Government increase the number of guard posts, requiring an increase in the number of positions, such employees assigned shall also meet or exceed the specified qualifications.

A. Corporate Management and Oversight

- (1) The term Corporate Management and Oversight means a person designated in writing by the Contractor who has complete authority to act for the Contractor on day-to-day operations during the term of the contract. The Corporate Management and Oversight shall have the authority to accept notices, inspection reports, and all other correspondence on behalf of the Contractor. The Corporate Management and Oversight shall be the single point of contact through which all Contractor/Government operational communications are exchanged and technical direction shall flow except in an emergency. During an emergency the contact person shall be the supervisor on duty. The Corporate Management and Oversight shall receive and execute, on behalf of the Contractor, such technical direction as the COTR may issue within the terms and conditions of the contract. The Corporate Management and Oversight shall act for the Contractor under circumstances requiring immediate attention. The Corporate Management and Oversight shall meet all requirements for supervisors, including training.
- (2) The Contractor shall ensure that the COTR can contact the Corporate Management and Oversight all times during his/her scheduled work hours.
- (3) The Corporate Management and Oversight shall not perform duties as a supervisor or guard on this contract.
- (4) The Contractor shall ensure that an alternate Corporate Management and Oversight is available, to respond to inquiries of the COTR when the Corporate Management and Oversight is absent because of illness, vacation, or any other reason. This individual shall meet all the specified contract requirements for the Corporate Management and Oversight category as stated above.

## B. Supervisors

(1) The term "supervisor" means a person designated in writing by the Contractor and approved by the CO who has the authority to supervise the on site contract employees. Contract supervision is critical; therefore, a supervisor must have the capability to act and make decisions independently. The supervisor's duties include, but are not limited to;

1. Verifying guard sign-in/out procedures.
2. Briefing in-coming rovers on current activities.
3. Guard post checks.
4. Responding to emergency situations.

SUPERVISORS SHALL NOT PERFORM COMPANY ADMINISTRATIVE ACTIVITIES (I.E., GUARD SCHEDULES, TIMEKEEPING, PAYROLL, ETC.,) WHILE CHARGING DIRECT LABOR HOURS UNDER THIS CONTRACT.

## C. Standards of Conduct

In performance of their duties, all guards, supervisors and the Corporate Management and Oversight shall adhere to the standards of conduct and performance set forth in 41 CFR 101-20.3 (made part of this contract by reference).

## D. Facility Orientation

After contract award, but prior to performance, the Contractor shall coordinate through the IRS COTR a facility orientation for the purpose of familiarizing the Corporate Management and Oversight and other designated Contractor personnel with required operations.

## E. Suitability Investigations (SI)

- (1) Suitability investigations shall be completed by the Contractor on each employee before the employee begins work.
- (2) The Contractor shall maintain an adequate staff of employees meeting all of the requirements of this contract. The Contractor shall assure that all employees are professional, reliable and meet the training and experience requirements of the contract. A favorable suitability investigation shall not, in any manner, relieve the Contractor of this responsibility.
- (3) The Contractor shall ensure that each prospective employee furnishes all required data on the form and in the format specified in **EXHIBIT 5**.

- (4) Based on information obtained during the SI, the Government (IRS) may determine that a current employee is unsuitable to provide services under this contract. The Government (IRS) shall notify the Contractor orally and in writing with the reasons for this determination. The COTR shall order the removal from duty of that employee. The Contractor shall remove that employee from the work site.

#### F. Authority and Jurisdiction/Certification

- (1) The Contractor shall make and complete all arrangements with the appropriate officials in the State of Massachusetts so that each employee has on his person all required commissions, permits, and licenses to work prior to contract award. The employee shall make them available upon request to the COTR or Alternate COTR.

#### G. Employee Probationary Period

- (1) All officers working under this contract shall serve a sixty- (60) calendar day probationary period. Supervisors shall serve a ninety- (90) calendar day probationary period.

### 7.0 ADMINISTRATIVE REQUIREMENTS

#### A. Grooming Standards

The Contractor shall ensure that employees maintain a neat appearance in accordance with GSA's Contract Guard Information Manual, dated December 1990. Employees shall be in complete uniform at all times while on duty. Employees who are not in the prescribed uniform may be replaced. Employees who are out of uniform more than twice may be subject to permanent removal from the contract. If an employee is removed from duty for failure to be in uniform, deductions may be taken in accordance with **EXHIBIT 6**.

- B. Eyeglasses - Only prescription eyeglasses may be worn with the uniform. Sunglasses or dark-tinted glasses shall not be worn inside the buildings, except upon the written recommendation of a physician.
- C. Beards and Mustaches – Beards are not permissible. The face shall be kept clean except for a mustache, if desired. See the GSA Contract Guard Information Manual for further information with regard to mustaches.

#### D. Contractor Furnished Equipment/Uniforms

The Contractor shall provide all equipment/uniforms and radios deemed necessary for the performance of this contract. **(See EXHIBITS 2 and 3)**  
Firearms and Ammunition: 26 firearms shall be furnished in order to equip each guard and supervisor while on duty. Firearms shall be .38 caliber, 4" barrel, standard police service type revolver, only. Other weapons loaded

with .38 caliber ammunition will not be accepted by the Government as meeting the requirement for a .38 caliber, 4" barrel, and standard police service type revolver. The COTR is responsible for ensuring the firearms furnished comply with the requirements outlined herein. In the event of a dispute regarding whether firearms meet the requirements, the CO shall make the final decision. Appropriate and ample supplies of firearm upkeep and maintenance equipment, (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools), shall be provided by the Contractor. Firearms shall be inspected by shift supervisors prior to issuance to guards. Firearms shall be cleaned and oiled weekly, or more frequently as weather and/or environmental conditions may require, to ensure optimum operating condition. Ammunition for authorized firearms shall be provided by the Contractor. Each guard, entering to duty, including the uniformed on-site shift supervisor(s), shall be issued twelve (12) rounds of standard 110 grain, jacketed, hollow-point bullets, loaded to higher pressure. Unless otherwise specified, six (6) rounds shall be used as a firearm load with six (6) rounds carried in a cartridge case. Ammunition shall be inspected and cleaned daily to ensure its safe and effective use.

E. Identification Requirements

The Contractor shall be responsible for his/her employees having all required permits and licenses (i.e. gun permit, CPR certification etc.) in their possession at all times while on the protected premises.

F. Contractor's Identification

The Government (IRS) shall issue the contracted employees proper Identification Cards and Proximity Cards for the areas to which they are assigned. The contract employees shall be required to provide their full name, social security number, full street address (city, state and zip code) and home telephone number. In addition, their signature shall be required on the Identification Card.

## 8.0 CONTRACT WORK-HOURS

A. Productive Work Hours

Productive work-hours are the hours that officers are required to man guard posts and the hours supervisor(s) are required to be on duty as shown in **Exhibit 1**. The work hours required, for each post, have been determined by the Government as essential for the protection of Government property, personnel and equipment. If the Contractor fails to provide the specified number of productive work-hours, deductions may be made as specified in **EXHIBIT 6**.

All relief periods (lunches, breaks etc.) the Contractor shall, at their expense, provide a replacement officer for contract employees while that employee are on an authorized break (this also includes walk-time see **Exhibit 1**).

B. Corporate Management and Oversight

The Contractor shall provide Corporate Management and Oversight who shall oversee performance of work on-site, Monday through Friday, excluding Federal holidays, working variable hours to ensure proper contract execution. The Corporate Management and Oversight shall keep the COTR abreast of his/her schedule for effective communication.

C. Supervisors

The work-hours shown in **EXHIBIT 1** are the minimum work-hours of supervision, which are deemed necessary by the Government to provide the degree of supervision required. On-duty supervisors may be used for relief periods only in an emergency and if specifically authorized in writing by the COTR. If the Contractor does not provide the required number of supervisory work-hours, deductions may be made as specified in **EXHIBIT 6**. Supervisors shall be limited to one of three 8-hour shifts per day.

D. Limitations on man-hours to be provided by Individual Employees

No contract employee shall provide more than twelve (12) hours of service in any twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. Violations of these limitations may result in deductions as specified in **EXHIBIT 6**.

E. Work Scheduling Procedures

The criteria for establishing work schedules and the requirements for relief periods, and for starting and stopping work are contained herein:

- (1) The work schedules for contract supervisors and productive guards shall be prepared on separate schedules. Changes to schedules shall be posted in sufficient time to assure that employees affected by a change are properly notified. A COPY OF THE SCHEDULES AND ALL CHANGES SHALL BE FURNISHED TO THE COTR.
- (2) No guard shall leave his/her post until properly relieved, except for emergencies, in which case they shall call the security console for authorization prior to leaving the post. If a post is operational only during specified hours, the last guard shall leave at the end of the post's duty hours only after properly securing the post. If a guard or supervisor must stay to complete a report on an emergency situation, the guard's supervisor shall request approval from the COTR.
- (3) All guards shall be in the prescribed uniform, on-post, and ready for duty at the start time for their shift and shall remain on the job and in full uniform until properly relieved. All guards must remain in uniform during their entire shift. All uniforms shall be in accordance with the Federal

Protective Service Contract Guard Information Manual (copy can be obtained from the COTR).

- (4) Meal break periods are mandatory and relief guards shall be provided by the Contractor to ensure coverage of the post. Failure to provide these relief periods shall be cause for a deduction. (**EXHIBIT 6**). Use of additional personnel to provide meal and relief breaks shall not increase the number of productive hours. ON DUTY ROVERS SHALL NOT BE USED TO PROVIDE RELIEF.

## **9.0 EXHIBITS**

## **EXHIBIT 1**

## PRODUCTIVE AND SUPERVISORY REQUIREMENTS INCLUDING POST HOURS AND LOCATION

Building/Facility: IRS Andover Campus      Location: 310 Lowell Street, Andover, MA.  
Methuen IRS Campus      (Off-site)      Location: 96 Milk Street, Methuen, Ma.

1. Productive: 61,306 HOURS

LOCATION/ DESCRIPTION & POST #	POST HOURS SCHEDULE	HOURS PER DAY	DAYS PER WEEK	ACCUMU- LATIVE (ANNUAL)	CONTACT RELIEF REQUIRED
Console Control Post 400	0001- 2400	24	7	(8,736)	YES
East Gate Entrance Post 401	0500- 2230	17.5	7	(6,370)	YES
Magnetometer, East Gate Entrance, Post 401Alpha	0700- 1530	9.5	*5	(2,470)	YES
Main Employee, Entrance Post 402	0001-  2400	24	7	(8,736)	YES
Interior Patrol Post 403	0001- 2400	24	7	(8,736)	NO
Exterior Patrol Post 404	0001- 2400	24	7	(8,736)	NO
West Gate Entrance Post 408	0615-0745 1400-1700 2230-0500	1.5 3.0 6.5	*5 *5 7	(390) (780) (2366)	YES YES YES
Off-site-Employee Entrance Front Lobby, Post 420	0001- 2400	24	7	(8,736)	YES
Off-site-Interior/Exterior Patrol	0600-0300	21	5	(5,250)	YES

## **EXHIBIT 1 (cont.)**

### 2. Supervisory 8,736 HOURS

LOCATION/ DESCRIPTION & POST #	POST HOURS SCHEDULE	HOURS PER DAY	DAYS PER WEEK	ACCUMU- LATIVE (ANNUAL)	CONTACT RELIEF REQUIRED
Shift Supervisor Post 440	0001-2400	24	7	(8,736)	YES (SHIFT TURNOVER)

- \*Excludes Weekends and Federal Holidays

#### NOTES:

- During all relief periods (lunches, breaks, etc.) the Contractor must provide a replacement guard for each contract employee, at the Contractor's expense, while that employee is on an authorized break.
- Walk Time- Fifteen-minute breaks for each 8 hours worked and walk time to posts shall be the responsibility of the Contractor and not the Government.
- This Exhibit does not cover Canine Post Orders.



## **EXHIBIT 2**

### **RADIO EQUIPMENT REQUIREMENTS**

1. **Facility:** Andover IRS Center, 310 Lowell St., Andover, MA  
IRS Off-site, 96 Milk Street, Methuen, Ma.
2. **Equipment:** The Contractor shall provide, maintain, and supplement, as may be necessary, at the sites identified in Exhibit 1, the following number of radios and described associated equipment:

<b>TYPE OF EQUIPMENT</b>	<b>NUMBER</b>
Radio, mobile, twenty (20) watts, with antenna and mounted.	1
Radio, portable, handi-talkie, four (4) watts, with heliflex antenna	26
(These radios shall be two- (2) frequency equipped with clip-on microphones for easy and safe two-way communication by officers performing traffic duty.)	
Charger, rapid rate, twelve-unit with legs	4
Battery, rapid rate, nickel-cadmium	30
Standard carrying case	26
*Radio, portable, handie-talkie, four (4) watts, compact, lightweight, with heliflex antenna (All radios to be equipped with clip-on microphones.)	4
*Charger, rapid rate, single unit, compact, Desktop.	4
*Standard carrying case, compact size	4
*Battery, rapid rate, nickel-cadmium, compact size	8

**Frequency Assignment:** The Contracting Officer or his/her authorized representative shall issue a letter of authorization, identifying the Contractor as having need to communicate over a frequency or frequencies assigned to an agency of the Federal Government.

Frequencies assigned shall be within the UHF bandwidth of 406.000 - 420.00 MHz range.

### **EXHIBIT 3**

#### **PATROL VEHICLE REQUIREMENTS**

- 1. Facility: Andover IRS Center, 310 Lowell Street, Andover, MA  
IRS Off-site, 96 Milk St., Methuen, Ma.**

- 2. Contractor Furnished Vehicle**

The Contractor shall furnish two four-passenger vehicles, other than indicated below, which shall be used for patrol at the Andover facilities and to transport supervisors in the course of supervisory duties and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the company, and shall be equipped with a rotating emergency roof light in compliance with state and local laws. The vehicle shall be available at all times during the life of the contract and must be replaced immediately by a replacement vehicle if removed from the operation for any reason(s).

It is the Contractor's responsibility to register, insure, and provide proper maintenance for the vehicle(s). The vehicle shall be equipped with a ten (10) to fifteen (15) pound portable, dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The fire extinguishers shall be readily accessible at all times. In addition, the vehicle(s) shall be equipped with a conventional, universal, first aid kit with Airway pack, Cling bandages, and a minimum of two (2) bite sticks.

The Contracting Officer's Technical Representative is responsible for ensuring that the vehicle(s) furnished under this provision comply with the requirements outlined above. In the event of a dispute regarding whether vehicle(s) meet the requirements, the Contracting Officer shall make the final decision.

- 3. Vehicle Requirements:**

Estimate of hours to be used daily	12
Number of days per week	7
Estimated miles per day	80

**NOTE:** Other vehicles, such as; PICK-UP TRUCKS, MOTORCYCLES, MOPEDS, THREE-WHEELED VEHICLES, COVERED MOTOR CARTS, MOTOR SCOOTERS, etc., are NOT ACCEPTABLE.

## **EXHIBIT 4**

### **FEDERAL LAW ENFORCEMENT TRAINING CENTER** **PRACTICAL PISTOL COURSE (PPC)**

#### **I. General Information:**

**Firearm:** .38 caliber revolver with a 4-inch barrel of the type normally used in line of duty by the guard.

**Equipment:** Belt, holster and cartridge pouch

**Ammunition:** 60 Rounds, .38 - 110 grain, jacketed, hollow point bullet

**Firing Distance:** 3 yards, 7 yards, 15 yards, 25 yards,

**Target:** NRA B-27 silhouette

Commands: Range commands shall be determined by the range officer and/or the firearm instructor. Contractor must provide certification for the Firearms Instructor. Consideration shall be given to the available physical facilities; i.e., facing targets, light signals, audible by either voice or whistle, etc.

#### **II. Marksmanship Ratings:**

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

NOTE: When scoring the NRA B-27 Silhouette Target, all scores shall be based on the following conversion table:

x, 10, 9, 8 rings	5
7 ring	4
All other hits on silhouette	3

Hits in white spaces inside arms are scored the same as black areas.

### **EXHIBIT 4 (continued)**

<b>FEDERAL LAW ENFORCEMENT TRAINING CENTER PRACTICAL PISTOL COURSE COURSE OF FIRE</b>						
<b>TOTAL ROUNDS = 60</b>						
<b>POSSIBLE SCORE = 300</b>						
<b>MINIMUM SCORE = 210</b>						
<b>DISTANCE</b>	<b>STAGE</b>	<b>POSITION</b>	<b>ROUNDS</b>	<b>SHOTS</b>	<b>TIME</b>	<b>DESCRIPTION</b>
3 Yards	1	Standing	6	2	3 seconds	point shoulder, two-handed with sights.
7 Yards	1	Standing	12	1	3 Seconds	One shot is three seconds for the first five shots. Fire sixth, unload, reload with six and fire seventh, weak hand only (20 seconds allotted for reload drill).
						Then, one shot in three seconds, weak hand only, from the "aimed in" position for the remainder of Stage A.
	2	Standing	12	2	4 Seconds	
						Two shots in five seconds for the first four shots.
						Fire fifth and sixth, unload with six and fire seventh and eight (25 seconds allotted for reload drill). Then, two shots in five seconds for the remainder of the 15-yard stage.
15 Yards	1	Standing	12	2	5 Seconds	Two shots in five seconds for the first four shots.
						Fire fifth and sixth, unload, reload with six and fire seventh and eight (25 seconds allotted for reload drill). Then, two shots in five seconds for the remainder of the 15-yard stage.
25 Yards	1	Barricade	6	2	7 Seconds	Two shots in seven seconds from the right side barricade position, double action, strong hand supported by the weak.
	2	Barricade	6	2	7 Seconds	
						Two shots in seven from the left side barricade position, double action, strong hand supported by the weak. (NOTE: lower barricade)
	3	Kneeling	6	2	8 Seconds	Two shots in eight seconds for the kneeling position. (NOTE: Kneel for each target facing).

**EXHIBIT 5**

**"SAMPLE FORMAT"**

**KEY PERSONNEL RESUME**

This resume is pertinent to the experience and professional background of contract security supervisory personnel. A Key Personnel Resume must be completed for each supervisor who shall have a direct job performance relationship with guards assigned to perform the work requirements of this contract. A copy of each supervisor's Key Personnel Resume shall be provided to the Contracting Officer's Technical Representative.

**PROPOSED POSITION/TITLE:**

\_\_\_\_\_

**SUPERVISOR'S NAME:**

\_\_\_\_\_

**CURRENT POSITION WITH THE CONTRACT FIRM:**

\_\_\_\_\_

**TIME IN POSITION (Years/Months): \_\_\_\_\_ ANNUAL SALARY:**

\_\_\_\_\_

**RESPONSIBLE FOR THE WORK OF \_\_\_\_\_ CONTRACT EMPLOYEES.**

**DESCRIPTION AND SCOPE OF CURRENT JOB:**

\_\_\_\_\_

\_\_\_\_\_

**WORK EXPERIENCE (Past 10 years in chronological order):**

Date	Job	Company	Reference	From	To	Title	Address	Address

**EDUCATION SUMMARY:** (High School, College, Specialized, Trade-Name/Institution, Address, and Periods of Attendance, Credits, degrees and Certificates)

**BRIEF STATEMENT OF WHY THIS SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT.** (Use an attachment if necessary)

## EXHIBIT6

### APPLICATION OF CRITERIA FOR DEDUCTIONS

#### **B. DEDUCTIONS FOR VEHICLE DOWNTIME**

Deductions for downtime of vehicle shall be calculated as follows:

Base Year	Option Year I	Option Year II	Option Year III
\$	*\$	*\$	*\$
$\$ 0.30 \text{ per mile}^*$ $\times 75 \text{ miles per day}$ $= \$ \text{daily deduction (full 24 hour period)}$			

Deductions for vehicle downtime less than a full day (24-hour period) shall be calculated on an hourly basis as prescribed in the following example:

EXAMPLE IS BASED ON FOUR (4) HOURS OF DOWNTIME UNDER THE BASE YEAR OF THE CONTRACT.

<u>EXAMPLE</u>	\$	-daily (24 hour period) rate
	<u>. 8</u>	-daily hours of usage hourly rate
	<u>x 4</u>	- number of downtime hours
	= \$	<b>-Total Deduction</b>

Deductions for subsequent Option Years shall be based on the deduction rate for those years.

As required by Exhibit 3, deductions shall be taken for vehicle downtime if a replacement vehicle is not supplied during the downtime period!

#### **DEDUCTIONS FOR FAILURE TO PROVIDE SUPERVISORY AND PRODUCTIVE MAN-HOURS**

The Contracting Officer's Technical Representative shall compare the man-hours reported by the Contractor with the Record of Time and Arrival and Departure from Building form, or other approved sign-in/sign-out form. These reports shall be the basis for computing man-hour deductions. In the event of a discrepancy, the entries on the "Record of Time and Arrival and Departure from Buildings" form, or other approved sign-in/sign-out form, shall prevail. For example: If the weekly report of the Contractor indicates that an employee worked 8 hours, and the Record of Time and Arrival and Departure from Buildings shows that employee as having been in the building 5 hours, the 5 hours shall prevail and a deduction shall be taken for the 3 hours not furnished.

## **EXHIBIT 6 CONTINUED**

### **B. DEDUCTIONS FOR FAILURE TO PROVIDE PRODUCTIVE MAN-HOURS**

In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for productive labor, deductions shall be made at the rate specified in the "Contract Rate". The "Contract Rate" shall be determined by dividing the Annual Total by the total number of man-hours (both productive and supervisory) required annually. Deductions shall be made at quarter hour increments.

### **C. DEDUCTIONS FOR FAILURE TO PROVIDE SUPERVISORY MAN-HOURS**

In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for supervision, deductions shall be made at the rate specified in the "Contract Rate". The "Contract Rate" shall be determined by dividing the Annual Total by the total number of man-hours (both productive and supervisory) required annually. Deductions shall be made at quarter hour increments.

### **D. DEDUCTION INCREASES FOR MAN-HOURS DEDUCTIONS**

Deductions shall increase when the annual Total increases, and shall also increase from the base year by ten (10) percent for each subsequent Option Year of this contract; that is, deductions shall increase by ten (10) percent based on the previous year's deduction rate.

#### **EXAMPLE**

If the deduction rate for the Base Year is \$33.23 per hour of downtime, then the deduction rate for Option Year I would be increased by ten (10) percent for a total of \$36.55 per hour of downtime; an increase of \$3.23 per hour. The ten (10) percent increase would be calculated for each remaining Option Year under the contract.

## **EXHIBIT 7**

### CONTRACT GUARD INSPECTION REPORT

<b>DATE:</b>	<b>INSPECTION TIMES</b>	
	BEGIN:	END:
CONTRACTOR:	CONTRACT #:	INSPECTION REPORT #

INSTRUCTIONS: Check the appropriate block. Make comments only on the items checked "N".

### ***P O S T   I N S P E C T E D***

POST #	SHIFT SUPERVISOR POST 440	CONSOLE CONTROL POST 400	EAST ENTRANCE MAIN GATE POST 401	MAIN GATE ASST. POST 401ALPHA	REAR LOBBY POST 402	INTERIOR PATROL POST 403	EXTERIOR PATROL POST 404	WEST GATE ENTRANCE POST 408	FRONT LOBBY POST 415	OFF-SITE PATROL EXTERIOR/INTERIOR POST 418	OFF-SITE EMPLOYEE FRONT LOBBY POST 420
1. Was post staffed as required?											
2. Was Security Guard alert?											
3. Was Security guard in full uniform and did he/she present a neat appearance?											
4. Was Security Guard observed, adequately performing post duties?											
5. Were all required Incident Reports prepared and forwarded timely/accurate?											
6. Did Security Guard have a valid Gun Permit?											
7. Are weapons properly stored/or worn?											

### **MISCELLANEOUS CONTRACT REQUIREMENTS/INSPECTION**

	YES	NO
1. Are all keys accounted for and use documented?		
2. Are procedures for documentation of events (hazardous conditions due to weather or faulty equipment) being followed?		
3. Are Lost & Found procedures followed?		
4. Property pass procedures followed?		
5. Is the Flag properly displayed?		

### **COMMENTS:**

**Supervisory Signature & Date:**

**COTR's Signature & Date:**

**LEGEND:**

Y = YES

N = NO

N/I = NOT INSPECTED

N/A = NOT APPLICABLE



## **EXHIBIT 8**

### **BACKGROUND INVESTIGATIONS**

**The standard forms that shall be utilized by the IRS National Background Investigation Center (NBIC) are as follows:**

1. Office of Personnel Management (OPM) 86, 86(EG) and 86A – Questionnaire for National Security Positions;
2. Department of the Treasury/IRS 13340 – Information Provided Concerning the Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act (FCRA), and;
3. U.S. Department of Justice I-9 Employment Eligibility Verification

### **HELPFUL HINTS FROM THE SEVEN STEPS TEAM:**

IRS PWS for Guard Services and other requirements that may include detailed-oriented specifications

There may be prescriptive language that appears to make a contract detail-oriented and not performance-based; however, agencies may have minimum requirements that must be met, such as firearm training in this Guard Services example. We also see this when agencies are trying to leverage what has already been purchased that could be a component of the proposed solution. For example, if an agency knows it must use Microsoft software because all the licenses have already been purchased, then that would be something the agency would have to disclose when outlining the requirements. As long as the contract file documents why minimum requirements are contained in the contract and they are based on something that has a reasonable rationale or is mandatory, the contract can still be considered performance based.