

SECURITY GUARD SERVICES CONTRACT

BETWEEN

AND

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

THIS CONTRACT, made this _____ day of _____, 2006, between the General Secretariat of the Organization of American States (“GS/OAS” or “Owner”), a public international organization with headquarters in Washington, D.C., United States of America (“U.S.A.”), and _____ (“Contractor”), a corporation licensed to do business in _____, U.S.A., with offices at _____, _____ (collectively, “the Parties”).

WITNESSETH THAT:

WHEREAS, Owner desires to purchase security guard protection services for Owner’s buildings, grounds, premises, personal property, and personnel, the personnel of the Permanent and Observer missions of the Organization of American States (“OAS”), and for guests and other users of Owner’s facilities and services, and,

WHEREAS Contractor is willing to provide those services,

NOW THEREFORE, subject to the terms and conditions hereinafter set forth, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND GENERAL PROVISIONS

1.1. Definitions

1.1.1. Contract Documents – The Contract Documents consist of this Contract, the Owner's Technical Specifications and General Terms and Conditions of the Contract, (see Attachment A, hereto, which is hereby incorporated by reference into this Contract);

modifications issued after execution of this Contract; addenda issued prior to the execution of this Contract; and, other documents listed in this Contract.

1.1.2. The Contract – This Contract, which is sometimes referred to herein as the “Contract”, represents the entire integrated contract between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor, sub-subcontractor, or third party.

1.1.3. The GS/OAS Representative. .

1.2. General Provisions

1.2.1 Services

Contractor shall furnish security services to GS/OAS and shall assure the safety of GS/OAS’ buildings, grounds and premises, personal property and personnel, the personnel of Permanent and Observer missions to the OAS, guests, and other users of Owner’s facilities and services, as indicated in the work schedules set forth in these Technical Specifications (or as later revised by Owner), within the total required annual 40,638 security officer man/hours which Owner has determined are necessary to adequately perform the services required by the Contract, exclusive of Special Events.

Contractor shall also provide management; training; supervision; manpower; uniforms; badges; caps for special occasions; a wireless intra-building communication equipment capable of communicating from and to any point within the radius of the Owner's properties; equipment, including time clocks and cards; and supplies in order to provide the required protection services demanded, and replacement or substitute equipment and manpower to maintain full services at all times.

Contractor shall also provide and maintain insurance coverage as defined in Article VI below; and Contractor shall comply with all applicable Federal laws, including employment and tax payment laws.

In providing the services required by this Contract, Contractor shall comply with the Technical Specifications contained in Attachment A, hereto. Those Specifications are a part of Contractor’s obligations under this Contract.

1.2.2. Locations

Contractor shall provide security protection services for the following buildings and accompanying grounds owned and/or occupied by Owner:

BUILDING NAME – CODE

LOCATION

- | | | |
|----|--------------------------------------|--|
| A. | General Secretariat Building (“GSB”) | 1889 F St., N.W.,
Washington, D.C. |
| B. | Main Building (“MNB”) | 17th St. & Constitution Av., N.W.,
Washington, D.C. |
| C. | Administration Building (“ADM”) | 19th St. & Constitution Av., N.W.,
Washington, D.C. |
| D. | Casita | 744 C Street, N.W.,
Washington, D.C. |
| E. | Art Museum of the Americas | 201 18th Street, N.W.,
Washington, D.C. |

ARTICLE II

COVERAGE

2.1 Hours

The daily security protection services referenced above in Article I, Section 1.2.1, shall be provided during the hours specified in Section 7 –Shift Schedules by Building– of the Technical Specifications (Attachment A, attached hereto). The Parties may vary these hours if mutually agreeable, and Owner reserves the right to modify coverage requirements without amending this Contract so long as coverage requirements do not exceed the total weekly hours specified in the Technical Specifications. In addition, if the total hours required by Owner in any week exceeds the total weekly hours set forth in the Technical Specifications, those additional hours are to be billed under the rate of Special Events as set forth in Article III, Section 3.2, below.

ARTICLE III

CONTRACT COST

3.1. Contract Lump Sum

The Contract Lump sum for the services listed in Article I, Section 1.2.1, of this Contract is \$, for each year of the Contract, except as the Contract may be modified by Article XIII, Section 13.2., below.

3.2. Payment for Special Events

Contractor shall provide security protection services for special events as requested by

Owner. For these special events, Contractor shall receive payment at the rate of \$ [REDACTED] per man hour for security officers and the rate of \$ [REDACTED] per man hour for supervisory services, including those provided at the Official Residence of the Secretary General.

ARTICLE IV

PAYMENTS

4.1. Terms of Payment

Owner shall make payments to Contractor for the services referenced in Article I, Section 1.2.1, above, on a fixed price basis, and in accordance with the limitations contained in this Contract.

4.2. Invoices

Payment will be made once each month upon submission of detailed invoices and/or vouchers for services authorized and provided for the preceding month. Contractor shall submit the original and one copy of each invoice and/or voucher to the following address not later than the fifth working day of each month to assure payment not later than the fifteenth working day of the month:

The General Secretariat of the Organization of American States
Department of Budgetary and Financial Services
Vouchers and Payables
1889 F Street, N.W. - 4th Floor
Washington, D.C. 20006 - 4499

Invoices are to include each of the following, as appropriate:

- 4.2.1. 1/12th of the cost of the basic Contract.
- 4.2.2. the cost of services for Special Events as authorized in writing by the Owner's Representative during the preceding month.

ARTICLE V

CONTRACTOR'S RESPONSIBILITIES

5.1. Technical Specifications

In providing security protection services, Contractor shall strictly adhere to the Technical Specifications set forth in Attachment A, hereto.

5.2. Employee Benefits

The Owner shall not be responsible for furnishing social security, workmen's compensation, health, accident and life insurance, vacation leave, sick leave, or any other such emoluments for the Contractor and his employees for the term of this Contract. The Contractor bears the responsibility for providing all such emoluments.

5.3. Employment of Aliens

Contractor shall employ only U.S. citizens and aliens who are legally permitted to hold employment in the United States. In the event Contractor employs persons who are not citizens of the United States of America, Contractor shall take every reasonable effort to assure that the laws and regulations governing employment of aliens are complied with and that their visa status is in perfect order in accordance with the requirements of the Immigration and Naturalization Service of the U.S.A.

5.4. Nepotism and Conflict of Interest

Contractor shall not employ any full time employee of Owner to perform services under this Contract. Contractor warrants that no official or staff member of Owner shall personally share in the proceeds from this Contract or derive any personal benefit there from.

ARTICLE VI

INSURANCE AND PERFORMANCE BOND

6.1. Contractor's Liability Insurance

6.1.1. For the duration of this Contract, Contractor shall purchase and maintain in a company or companies authorized to do business in the District of Columbia, and to which the GS/OAS has no reasonable objection, such insurance as will protect the Contractor, the GS/OAS, the OAS, and their officers, employees, and agents from claims set forth below, which may arise from operations under this Contract by the Contractor or by a subcontractor of the Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. The Contractor is required to carry insurance with limits equal to or greater than those set forth in the Table below:

Commercial General Liability	\$1,000,000 Personal/Bodily Injury
	\$1,000,000 Each Occurrence
	\$2,000,000 Products/Completed Operations Aggregate
	\$2,000,000 General Aggregate, per premises aggregate

Business Automobile	\$1,000,000 Each Accident
Worker's Compensation	Statutory Limits or \$500,000, whichever is greater, based on the benefits levels of the deemed state of hire
Employer's Liability	\$1,000,000 Bodily Injury by Accident Per Employee \$1,000,000 Bodily Injury by Disease Per Employee \$1,000,000 Bodily Injury by Disease Policy Limit
Umbrella/Excess Liability	\$10,000,000 Each Occurrence \$10,000,000 Aggregate, per Project

6.1.2 Contractor shall name the GS/OAS as an additional insured under such policies, and shall provide the GS/OAS with a certificate evidencing the above insurance coverage. Contractor shall require all subcontractors to have insurance having the same or similar coverage as that specified above.

Contractor's liability insurance shall include contractual liability insurance sufficient to cover Contractor's obligations under Subparagraph 6.1.1 above.

6.2. Owner's Liability Insurance

6.2.1. Owner shall be responsible for purchasing and maintaining, in a company or companies authorized to do business in the District of Columbia, Owner's liability insurance to protect Owner against claims which may arise from operations under this Contract.

6.3. Performance Bond

6.3.1. Contractor shall furnish to GS/OAS within fifteen (15) days of signing this Contract the following bond, which shall become binding on the Contractor:

6.3.1.1 Contractor shall furnish and maintain in full force and effect a performance bond from a surety or sureties acceptable to GS/OAS for the amount necessary to cover the cost of faithful performance and completion of the services specified under this Contract and all obligations arising there under through the warranty period. The performance bond shall be in the form of a firm commitment, such as a performance bond, certified check, irrevocable letter of credit, or in accordance with Treasury Department regulations, certain assignable bonds or notes of the United States. This firm commitment shall name the GS/OAS an obligee thereof.

6.3.1.2 The Performance Bond or letter of credit must include the following language:

"Nothing in this Performance Bond or letter of credit shall be construed as a waiver by the General Secretariat of the Organization of American States ("GS/OAS") of its privileges and immunities under the OAS Charter and the laws of the United States."

ARTICLE VII

TAX EXEMPTION

- 7.1. The GS/OAS, as a public international organization, is exempt from all sales and use taxes imposed by the United States Federal Government, the District of Columbia, the Commonwealth of Virginia, the State of Maryland, and all other states in the U.S.A.

ARTICLE VIII

INDEMNITIES AND LIABILITIES

- 8.1. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, and Owner's officers, directors, shareholders, partners, joint ventures, employees, agents, affiliates, successors and assigns from and against all claims, damages, liabilities, losses, fines and penalties, and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of the services in connection with this Contract, provided that any such claim, damage, loss, liability, fine, penalty, or expense: (1) is attributable to bodily injury, personal injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent or deliberate acts or omissions of Contractor, Contractor's subcontractors, sub-subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; and (2) breach by Contractor of its obligations, representations or warranties under the Contract Documents. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to a party or person described in this Article VIII in addition to all rights and remedies available at law or in equity.
- 8.2. In any and all claims against Owner or any of Owner's agents or employees by any employee of Contractor, any subcontractor, any sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation under Article VIII shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor, any subcontractor, or any sub-subcontractor, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- 8.3. Contractor shall be notified as soon as reasonably practicable after any claim covered by this Article is made against any entity to be indemnified there under and shall be given such reasonable information, authority and assistance as may be requested by it to enable it to perform its undertakings.
- 8.4. Contractor is liable to Owner for losses to Owner's property sustained through any

fraudulent or dishonest act or acts committed by Contractor's employees and/or subcontractors acting alone or in collusion. Such acts include, but are not limited to, actual destruction, disappearance, or wrongful abstraction of property, money, or securities.

- 8.5. This Article shall not be so construed as to affect any waiver of subrogation rights on the part of any insurance company, as provided in any policy of insurance covering Owner.
- 8.6. It is also understood by Contractor that he is not entitled to any of the exemptions or immunities which Owner may enjoy in its character as a public international organization.

ARTICLE IX

SETTLEMENT OF DISPUTES

- 9.1. If any controversy, claim or dispute arises between the Parties which is related in any way to the performance or interpretation of this Contract, or any breach thereof, or concerns any other matter in connection with this Contract which cannot be settled by amicable agreement, then upon either Party giving written notice of the difference or dispute to the other, the matter shall be resolved by submitting the matter to the American Arbitration Association for final and binding arbitration in accordance with the rules and procedures of the Inter-American Commercial Arbitration Commission and the law applicable to the substance of the dispute which shall be the law of the District of Columbia, U.S.A. The language of the arbitral proceedings shall be English, and the place of arbitration shall be Washington, D.C., U.S.A. The award rendered by the arbitration shall be final and binding upon the parties. Provided, however, that the Parties will first attempt to settle disputes by mediation before resorting to arbitration. When a dispute is taken to mediation, both Parties shall make a good faith effort to settle the dispute.
- 9.2. The arbitration demand shall be made within a reasonable time after the controversy, claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation.
- 9.3. Unless otherwise agreed in writing, Contractor shall perform under the terms of the Contract during any arbitration proceedings, and Owner shall continue to make payments to Contractor in accordance with the Contract documents.
- 9.4. This Article shall survive completion or termination of this Contract.

ARTICLE X

QUALITY OF PERFORMANCE

10.1. The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to the highest professional standards. The Contractor and his employees shall conform to all applicable laws, regulations and ordinances promulgated by legally constituted authorities of the United States Government and of the District of Columbia. All personnel furnished by Contractor for the performance of services hereunder shall at all times be solely in the employment of Contractor. Owner shall retain the right to approve all personnel hired in connection with this Contract.

10.2. Permits and Licenses

The Contractor shall be licensed as a qualified security services company for at least ten (10) years in accordance with the requirements of the laws of the District of Columbia, and must maintain such licensing throughout the term of this Contract. The Contractor shall comply with all applicable federal and local laws in obtaining any necessary permits and licenses.

ARTICLE XI

REMOVAL OF CONTRACTOR'S EMPLOYEES

11.1. The Officer in Charge of Owner's Office of General Services may request in writing, with or without cause, the immediate removal of any of Contractor's employees. Upon receipt of any such request, Contractor shall immediately remove the employee(s) named therein.

ARTICLE XII

SUBCONTRACTORS

12.1. No work performed under this Contract shall be subcontracted by Contractor without the prior written approval of Mr. Frank Almaguer, Assistant Secretary for Administration and Finance. Similarly, no claim arising out of this Contract may be assigned absent such written approval. Owner reserves the right to approve and designate all subcontractors providing services specified under this Contract.

12.2. Contractor shall notify Owner in writing of the name and business address of any subcontractor that Contractor intends to use to perform its obligations under this Contract at least thirty days prior to the date said subcontractor is to begin to perform those obligations.

ARTICLE XIII

CONTRACT TERM AND RENEWAL

13.1. The term of this Contract shall be for one (1) year beginning on _____, 2006, and terminating at midnight on _____, 2007, with an option to renew thereafter for each of the next three 12 (twelve) month periods, unless terminated as provided in Article XVII below. If the Owner decides to exercise the option to renew, it shall be in written form to Contractor, thirty (30) days prior to the expiration of the Contract. In the event that the Contract is renewed, the terms and conditions will remain unchanged except as changed under Article XV below.

13.2. Escalation Clause

Upon the anniversary date of this Contract, the terms and conditions of the Contract regarding pay rates may be modified by the Parties up to the increase in the cost of living in the Washington, D.C. metropolitan area during the previous twelve (12) months.

ARTICLE XIV

PENALTIES

14.1. Due to Termination under Article 17.1.

In the event of such termination, Owner may procure or furnish, upon such terms and in such manner as the Assistant Secretary for Administration and Finance may deem appropriate, services similar to those so terminated, and if, the cost of the services to Owner exceed what their cost would have been had there been no termination, Contractor shall be liable to Owner for the excess cost.

14.2. Due to Lack of Performance

If Contractor fails to cover any/or all posts and positions that are scheduled to be manned, Contractor shall be subject to a penalty fine. The fine shall be the amount of money that is three times the wages of the unmanned position for the period of time the position is unmanned. If a break-in occurs at the unmanned position, Contractor shall be liable for all damages and losses occurred.

ARTICLE XV

MODIFICATION

15.1. Modification

This Contract may be modified in whole or in part, at any time, by mutual agreement provided such agreement is in writing, signed by the duly authorized representatives of both parties, dated, and attached hereto.

15.2. Notice

Any notice or request required to be given or made under this Contract shall be deemed to have been duly made or given when delivered by hand or sent by Registered Mail Return Receipt Requested, to the party to which it is required to be given or made at that Party's address as specified below:

The General Secretariat of the Organization of American States
1889 F Street, N.W. - 4th Floor
Washington, D.C. 20006 - 4499
Attn: Mr. Frank Almaguer, Assistant Secretary for Administration and Finance

Contractor
Address
Representative

ARTICLE XVI

MISCELLANEOUS PROVISIONS

16.1. Applicable Law

This Contract shall be governed by the laws of the District of Columbia, U.S.A.

16.2. Validity of Agreement Notwithstanding Invalidity of Particular Provisions

In case a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of remaining provisions shall not be affected.

16.3. Owner's Privileges and Immunities

16.3.1. Nothing in this Contract shall constitute an express or implied agreement or waiver by the OAS, the GS/OAS, or their personnel of their Privileges and Immunities under the OAS Charter, the laws of the United States of America, or international law.

16.3.2. Contractor is not entitled to any of the exemptions, privileges or immunities, which the GS/OAS may enjoy arising from GS/OAS' status as a Public International Organization.

16.4. Independent Contractor Status

Nothing contained in the entire Contract between Owner and Contractor shall be construed as the establishment or creation of a relationship of master and servant or principal and agent between Owner and Contractor, it being agreed that the position of Contractor and anyone else performing any services under the Contract is that of an independent contractor.

16.5. Extent of Contract

This Contract, including the Technical Specifications in Attachment A, hereto, constitutes the entire Contract, and no representation or statement which is not expressly contained in this Contract, incorporated herein by reference, or appropriately amended in accordance with Article XV above, shall be binding upon the Parties.

16.6. Consent or Waiver

No consent or waiver, express or implied, by Owner, to or of, any breach of any covenant, condition or duty of Contractor shall be construed as a consent to waiver of any other breach of the same or any other covenant, condition or duty.

16.7. Rights and Remedies

No action or failure to act by Owner, or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract; nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed to in writing.

ARTICLE XVII

TERMINATION OF THE CONTRACT

17.1. Termination by Owner

The Owner may terminate this Contract for cause with five (5) days notice in writing to the Contractor. Cause for termination of this Contract includes, but is not limited to: (i) failure to perform the service in accordance with professional standards; (ii) failure to meet deadlines; (iii) failure to meet or maintain the requirements specified in Section 8 – Supervision– and/or Section 9 –Guard Force -Qualifications and Requirements– of the Technical Specifications contained in Attachment A, hereto; (iv) conduct which damages or could damage relations between the Owner and a Member or Observer State of the Organization of American States; (v) fraudulent misrepresentation; (vi) bankruptcy of Contractor; and (vii) breach of any of the provisions of this Contract.

17.2. Termination by Contractor

If Owner fails to make payments when due, the Contractor may give written notice of

Contractor's intention to terminate this Contract. If Contractor fails to receive payment within seven (7) days after receipt of such notice by Owner, Contractor may give a second written notice, and seven (7) days after receipt of such second written notice by Owner, Contractor may terminate this Contract and recover from Owner payment for services performed, including reasonable profit and applicable damages.

17.3. Either party may terminate this Contract without cause with no penalty, provided written notice is given at least sixty (60) calendar days prior to the intended date of such termination; provided, however, that no such notice under this Paragraph 17.3. may be given prior to the expiration of the first six (6) months of this Contract.

17.4. Termination because of Bankruptcy

The bankruptcy of either party is grounds for termination for cause under this Contract.

17.5. Budgetary Emergency

Any change in the Program-Budget of the Owner, as well as any other limitation or unforeseen financial circumstance shall relieve Owner of un-incurred obligations under this Contract. Stop work or partial termination shall become effective at the time notice is given to Contractor in writing.

FOR General Secretariat of the
Organization of American States:

By: _____

Title: _____

Date: _____

FOR Contractor:

By: _____

Title: _____

Date: _____

TECHNICAL SPECIFICATIONS

1. PERFORMANCE

1.1 The primary goal for the security force is to avoid violence in any crisis situation while affording maximum protection to GS/OAS's (hereinafter referred to as "GS/OAS" or "Owner") personnel, members of delegations, visitors, and Owner's property.

1.2 The winning bidder (hereinafter referred to as the "Contractor") shall ensure that beginning with the effective date of the Security Protection Services Contract between Owner and Contractor ("the Contract"), all security officers assigned to work under the Contract are qualified, background checked, bonded, and that all such security officers are fully trained in and are able at all times throughout the duration of the Contract to adequately perform: 1) on site inspections; 2) screening procedures; 3) Cardio-Pulmonary Resuscitation ("CPR") techniques; 4) simple first aid procedures; 5) crowd control techniques and procedures; 6) fire prevention and fire control techniques and procedures; 7) security measures; 8) emergency police procedures; 9) bomb threat procedures; 10) black-out and building evacuation procedures; and 11) all other procedures and techniques necessary to adequately perform required security protection services.

1.3 Contractor shall ensure that all services required by the Contract, including all requirements contained in these Technical Specifications and also those required by Owner in its "Security Operations Procedures" (which will be provided at the walk-thru inspection referred to in paragraph 3.1. of the RFP) are performed in a professional manner, and that security officer manning level requirements, including those for supervisors, are always met.

1.4 Contractor's performance obligations begin on the effective date of the Contract and continue throughout the Contract's duration.

1.5 Contractor's employees assigned to work under this Contract shall perform in a professional manner. They shall be fully qualified, trained, and bonded. Contractor must conduct periodic on-site inspections to ensure that manning requisites are being fully met. Contractor must provide all services as stipulated in this Contract beginning on the first day of the Contract term and continuing throughout the Contract period.

2. SCOPE OF WORK

Contractor shall furnish security services to GS/OAS and shall assure the safety of GS/OAS' buildings, grounds and premises, personal property and personnel, the personnel of Permanent and Observer missions to the Organization of American States ("OAS"), guests, and other users of Owner's facilities and services, as indicated in the work schedules set forth in these Technical Specifications (or as later revised by Owner), within the total required annual 40,638 security

officer man/hours which Owner has determined are necessary to adequately perform the services required by the Contract, exclusive of Special Events. The security services will be performed at:

	<u>BUILDING NAME – CODE</u>	<u>LOCATION</u>
A.	General Secretariat Building (GSB)	1889 F St., N.W., Washington, D.C.
B.	Main Building (MNB) N.W.,	17th St. & Constitution Av., Washington, D.C.
C.	Administration Building (ADM)	19th St. & Constitution Av., N.W., Washington, D.C.
D.	Casita	744 C Street, N.W., Washington, D.C.
E.	Art Museum of the Americas	201 18th Street, N.W., Washington, D.C.

3. KEY PERSONNEL

The Contractor shall provide the following personnel.

3.1 District Manager: The Contractor shall provide without cost for the GS/OAS a designated District Manager who shall: (i) act on Contractor’s behalf and be responsible for the overall management and coordination of this contract with the GS/OAS representative; (ii) have full authority to act on behalf of Contractor; (iii) act as the Contractor’s central point of contact with the GS/OAS; (iv) be located within the Washington, D.C. metropolitan area; (v) be present on-site a sufficient amount of time (at least two (2) hours per week) to oversee the quality control of Contractor operations in accordance with the performance requirements of this contract; and (vi) be available to the GS/OAS Representative within four hours of a request during the normal operating hours of the GS/OAS.

3.2 Project Manager: The Contractor shall provide an on-site manager responsible for the immediate supervision of all security officers and responsible for the management of support to special events. The Project Manager shall: (i) ensure that services are provided in accordance with the performance requirements of the contract; (ii) manage security operations proactively; (iii) be on site and assist in the developing and conducting training programs to enhance the effectiveness of the contract security force, (iv) provide to both Contractor and Owner a written report of any unusual security/safety concerns that may have occurred during the day (for example robbery, vehicle accident, alarms proper identification, bomb threat, etc); (v) have experience in operations center console operations, especially those that entail the monitoring of security, safety and engineering system; (vi) be knowledgeable of the DSX Access

system, as well as the Close Circuit television (CCTV) system; and (vii) report to the Chief of Security of GS/OAS.

3.3 Shift Leader: The Contractor shall provide an unarmed, uniformed, security trained management employee who shall: (i) be directly responsible for the shift activities during a tour of duty, including but not limited to, scheduling of security officers and response to emergencies; (ii) have experience in operations center console operations, especially those that entail the monitoring of security, safety and engineering systems; and (iii) report to the Chief of Security of GS/OAS in the absence of the on-site Project Manager.

3.4 Security Officers: The Contractor shall provide uniformed and trained employees who shall perform routine protective and access control duties as required. Security Officers must be licensed in the District of Columbia to perform duties as Security Officers.

4. GENERAL REQUIREMENTS

4.1 Managerial.- Contractor shall furnish: management; training; supervision; manpower; uniforms; badges; caps for special occasions; a wireless intra-building communication equipment capable of communicating from and to any point within the radius of the Owner's properties; equipment, including time clocks and cards; and supplies in order to provide the required protection services demanded, and replacement or substitute equipment and manpower to maintain full services at all times.

4.2 Language.- Staff on the guard force must be able to speak, write and understand effectively both English and Spanish.

4.3 Background Check and Bond.- All guards employed under this Contract must be free of any criminal record. Satisfactory proof shall be provided to Owner. Bonding for all guards is required.

4.4 Physical.- Guards must be able to perform duties as required and stipulated under 4.10.3 below --Health Requirements.

4.5 Rotation.- Every four months, Contractor must rotate guards among Owner's five locations in order to meet schedule requirements and to improve and increase their knowledge of each of the Owner's properties and their recognition of Owner's staff members.

5. GUARD FORCE - WORK REQUIREMENTS

5.1 Specific Requirements.- Contractor shall provide Owner with the operation and management of security services, protective Security Officer, patrol and related services as set forth in these Specifications and in the GS/OAS Evacuation procedures. The services contracted include, but are not limited to, the following:

- a. Surveillance over all persons entering the buildings covered by the Contract.

- b. Sign in all visitors with a phone call to the office to be visited, and issue identification badges.
- c. Conduct periodic outside patrols and periodically roam floors.
- d. Inspect packages, briefcases, purses, duffel bags, and other items being brought into or being removed from Owner's premises.
- e. Protect paintings and exhibits by inspecting people and packages entering and leaving the Art Museum of the Americas.
- f. Deter and report unauthorized personnel or vehicular entry into the GS/OAS facilities
- g. Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such event, Contractor will summon appropriate response agencies and then notify GS/OAS personnel in accordance with applicable orders and policies; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.
- h. Safeguard property and personnel; deter the commission of crimes against persons and property; summon the appropriate response forces; and assist those response forces as required.
- i. Respond to and investigate all alarm conditions and any other indications of suspicious activities within assigned areas.
- j. Maintain the scene of a crime to protect possible evidence in accordance with established procedures.
- k. Deter and report violations of GS/OAS regulations.
- l. Provide escorts for dignitaries, as required.
- m. Provide intrusion and fire alarm monitoring and response.
- n. Provide visitor pass services and control.
- o. Conduct magnetometer and package screening.
- p. Provide key and lock support to include unlocking and locking services.
- q. Check all floors as personnel leave for the day to insure that lights and any other electrical units are turned off.
- r. Maintain attendance and vacation discipline within the Security Officer Force.

- s. Hazardous Conditions: Report daily to the GS/OAS Representative potentially hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, and other safety-related occurrences.
- t. Law and Order: Maintain law and order within the areas of assignment consistent with security force training and equipment in a manner so as not to unreasonably endanger property or personnel.
- u. Reports and Records: Prepare required orders, instructions, and incident reports, including reports on accidents and fires; and maintain and make available all records in connection with the duties and responsibilities of the assignment.
- v. Mail and Messages: When so authorized, receive, safely keep, and turn over to appropriate persons, official mail, messages, and/or faxes; and receive telephone calls in connection with the responsibilities of the assignment.
- w. Traffic Control: Serve as required in traffic direction; control and monitor admittances to parking areas.
- x. Key Control: Receive and account for keys to the building, various offices, chain locks, etc.
- y. Lost and Found: Receive, receipt for, and safely store lost and found articles pending return to owner or for appropriate disposal, in accordance with procedures issued by the GS/OAS Representative.
- z. Injury or Illness: Obtain professional assistance from GS/OAS nurse and or call 911 in accordance with GS/OAS local procedures in the event of injury or illness to GS/OAS employees or others while in the building or on GS/OAS property.
- aa. First Aid, CPR, AED Defibrillator: All security officers must be certified and qualified to render First Aid, CPR and employ the AED defibrillator.
- bb. Emergency Assistance: In the event of emergency or unusual occurrence adversely affecting the interest of the OAS, summon appropriate assistance such as the local fire and/or police departments and immediately notify the GS/OAS Representative or other designated GS/OAS officers. Protection force members shall also assist in fire fighting duties when fires occur within the buildings covered in this contract.
- cc. Civil Disturbances: Perform other functions as necessary in the event of situations or occurrences such as civil disturbances, attempt to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the GS/OAS, its employees, property, and the general public lawfully in buildings or on property under the control of the GS/OAS consistent with security force

training and equipment in a manner so as not to unreasonably endanger property, personnel and Contractor's personnel.

- dd. Rules and Regulations: Observe and enforce posted rules and regulations covering the GS/OAS facilities.
- ee. Telephones: Promptly answer telephones at all Guard posts with courtesy and state: "Organization of American States, Guard's Desk (location), May I help you?"
- ff. Be helpful and, within reason, provide information or service requested.
- gg. Logbooks: All security officers will utilize a GS/OAS owned computerized "Report Exec" login system. The following entries shall be entered:
 - Accurately and legibly log all activities during each shift.
 - Sign in and out after each shift.
 - Record at the beginning of each shift the condition of all the items in the check list (check list found at each security desk).
 - Project Manager and Shift Leader shall read all logbook activities from previous shifts to be informed of all registered occurrences.
- hh. Special Events: As a reference, a table showing the number of events held during the last two (2) years will be provided at the walk-thru inspection referred to in paragraph 3.1. of the RFP. This table also includes the number of guards and the number of hours utilized. This service includes services for all GS/OAS special events that occur throughout the year at all the GS/OAS buildings. All GS/OAS Buildings are used for ceremonial purposes and special events such as international meetings, receptions, cultural events, and art exhibits, which may last until 2:00 a.m. or later, depending on the requirements of organizers. On such occasions, the Contractor will be required to perform in accordance with the conditions set forth below:
 - Ensure that security of premises is not violated in any way.
 - Protect Owner's property against theft and damage.
 - Guards shall not accept gratuities, and shall not accept food or drink from caterers of events on Owner's property.
 - Guards shall not compromise their ability to perform their duties by becoming personally indebted to users of the Owner's buildings.
- ii. Change of Duties: The Owner reserves the right to act through its Representative to amend, modify, and reissue the post orders and special orders given to the Contractors personnel.

5.2 General Requirements

- a. In the event of a contingency requirement by Owner that requires either an unprogrammed increase in personnel and operating hours, or operations outside the scope of this statement of work, Contractor shall respond to the contingency with a best effort towards personnel safety, minimizing damage, and controlling cost of the response. For the duration of this contract, Contractor shall maintain the capability to provide up to two additional personnel to respond to such contingency after 24 hours notice. Contractor will use their best effort to minimize overtime and it is anticipated that the security officer working in response to such an event will be paid at the normal rate.
- b. **On-Call Support:** The Contractor shall establish a notification system within ten (10) days of Contract award so that requests for contingency support may be processed and responded to during other than normal operating hours. This plan shall be acceptable and approved by the GS/OAS Representative.
- c. **Limited Access to Building:** Contractor shall not permit any individual to have access to the GS/OAS buildings or grounds designated herein until it has been determined that permitting such person(s) to have such access will not be contrary to the public interest, and that the individual(s) is authorized to be admitted in accordance with applicable orders, rules, and regulations.
- d. **Personnel Roster:** Contractor shall maintain a current personnel roster of employees with access clearance to GS/OAS premises. Contractor is responsible for ensuring that all Contractor employees are properly out-processed upon resignation, termination, or completion of the contract, including the return of identification credentials and other GS/OAS property.

6. HOURS OF OPERATION

6.1 **Normal Operating Hours:** Normal operating hours at the GS/OAS are Monday through Friday, from 9:00 a.m. to 5:30 p.m.

6.2 **Exceptions to Normal Hours:** Occasionally the GS/OAS will dismiss GS/OAS Staff early. These generally occur prior to holidays, or long weekends. These occasions do not apply to the Contractor's personnel.

6.3 **GS/OAS Holidays:** The following holidays are currently observed by the GS/OAS:

New Year's Day
Martin Luther King's Birthday
Inauguration Day (every four years)
Washington's Birthday

Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

The required work by Contractor on these days would be comparable to a Saturday/Sunday work schedule under the Contract.

7 SHIFT SCHEDULES BY BUILDING

A table detailing the shift schedules by building will be provided at the walk-thru inspection referred to in paragraph 3.1 of the RFP, is incorporated into the Contract Documents as Annex I of this Attachment A.

8. SUPERVISION

8.1 At all times, a Project Manager/Shift Leader shall be assigned by Contractor to supervise all security guards. The Project Manager/Supervisor shall be assigned to Location A, the General Secretariat Building (GSB), which shall be considered the central location for the Owner's five building complex. The Project Manager/Shift Leader must spend at least two hours per day at location B, the Main Building (MNB), and the remaining time at Location A, the General Secretariat Building (GSB).

8.2 The Project Manager/Shift Leader shall act as the intermediary between Contractor and Owner. He shall be responsible for the overall management and coordination of the Contract; the day-to-day activities for each post; ensuring that all necessary logs are filed accurately; ensuring that all security systems are working properly, such as the card access system, cameras, VCRs, metal detectors, and X-ray machines.

8.3 The Contractor is required to provide Owner with a written, daily report to the effect that on-site supervision, consisting of random inspections at all locations, has occurred every sixteen hours. Supervisors must perform all the inspections, as set out in 4.1, during and outside the normal working hours (See Shift Schedules by Building, Annex I) within their mandatory eight (8) hours of duty.

8.4 The Contractor is responsible for the satisfactory supervision and accomplishment of all contract work. The names of shift leaders designated by the Contractor must be given to the chief of security, or, in his absence, to the Director of the Office of the General Services of GS/OAS, at the commencement of this Contract and/or whenever there is a change of supervisor. The Contractor is responsible for verifying guard attendance at all posts and positions; for maintaining filled all posts and positions that are required to be manned; and for ensuring that the work requirements under this Contract are fully met by all personnel assigned by Contractor. In

an effort to maintain a mentally alert and rested guard force, and to avoid guards working more than the mandatory number of hours, Contractor shall have a standby guard available to fill-in during other guard's absences and in emergency situations. Failure to satisfactorily comply with the terms of the Contract may result in a fine (see Article XIV, Section 14.2 of the Contract) and/or in Contract termination (see Article XVII of the Contract).

8.5. Shift leaders must be trustworthy, bonded individuals who have a minimum of two (2) years successful protection experience in supervisory positions, or who have been advanced into supervisory positions through normal merit promotions within the Contractor's organization. Supervisors must be experienced and competent in administering a computerized security access system.

9. GUARD FORCE – QUALIFICATIONS

9.1 General Qualifications: The guard services shall be performed by qualified, careful, and efficient bonded employees in the strictest conformity with the practices and standards prescribed by the Owner. The guards must have integrity, and be courteous, respectful, attentive, and trustworthy. All guards must be completely outfitted by Contractor with uniforms and equipment (flashlights, two-way radios) necessary to perform their duties, which must be approved by Owner. The Contractor shall ensure that each of its employees meets the education, experience, skills, health, training, special requirements, and security prerequisites, including being free of a criminal record and drug free, as described herein. Each employee that Contractor proposes to assign to work under this Contract must first be approved by Owner.

9.2 Legal Status Requirements: Each employee of Contractor shall be a citizen of the U.S.A., or a legal U.S.A. resident who has been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that he/she is authorized to engage in employment as a permit for work. Each employee shall have reached the age of 21 years at the time of employment under this contract. The Contractor shall be required to produce evidence of such status, if the GS/OAS so requests.

9.3 Health Requirements: All employees assigned by the Contractor to work under this contract shall be physically able to do their assigned work and shall be free from communicable diseases. Each employee must be given a physical examination without cost to the GS/OAS. The Contractor will certify satisfactory results of the physical examination to the GS/OAS before assigning the employee to duty at the GS/OAS.

Guards must be in good health without physical defects or abnormalities which interfere or would interfere, with performing protection duties. Each employee who works under this Contract must pass an annual medical examination conducted and approved by a licensed physician acceptable to Owner, without cost to the GS/ OAS, and must meet the following standards:

- a. Physical fitness as determined by the minimum standards set forth below shall be evidenced by an annual medical examination and an annual written report

containing the results of the medical examination. Originals of all medical reports shall be kept at the home office of the Contractor throughout the duration of the Contract, and they shall be made available to Owner's Chief of Security.

- b. Be free from any serious physical illness, ailments, or maladies, including AIDS, or other diseases that may be transmitted to and result in the disablement of other persons.
- c. Have binocular eyesight and be able to distinguish primary colors; must be able to read at least 20/60 in each eye without the use of corrective lenses or must be able to read at least 20/20 in each eye with corrective lenses. Any employee who needs corrective lenses must wear them while on duty.
- d. Must be able to hear adequately: Adequate hearing is hearing within normal speech range not to exceed a loss of 30 decibels in both ears or 35 decibels in the poorer ear, without the use of hearing aids.
- e. Free of heart, lung, skeletal, or other physical ailments which would impair his/her ability to perform effectively in either normal or emergency situations.
- f. Must be mentally alert and emotionally stable; absence of detectable neurotic or psychoneurotic conditions which would adversely affect the ability to act properly during situations involving mental stress.

9.4 Education, Experience, and Skills: As a minimum, Contractor's employees shall possess a high school diploma or GED certificate, and each such employee shall have at least two years of experience that demonstrates the following:

- a. Ability to greet and tactfully deal with the general public, diplomats, delegates, and Owner's employees, etc.
- b. Clear capability for reading understanding, communicating, and applying written and verbal orders, rules, and regulations, in both English and in Spanish. Must be able to write clear and concise reports in both languages.
- c. Use of good judgment, and the possession of courage, alertness, and an even temperament.
- d. The ability to maintain poise and self-control during situations that involve mental stress; this entails being able to withstand the accompanying excitement of fires, explosions, civil disturbances, and building evacuations.
- e. The guards must be perceptive, dependable, tactful, and punctual, and must have the ability to work and deal with people effectively. They will be in daily contact with the Owner's staff, ambassadors and members of the Permanent and Observer Missions from the OAS member States, as well as with tourists from all over the world. A stable guard force with a minimum of turnover needs to be established

to familiarize themselves with officials from various Permanent and Observer Missions, as well as with staff members of the Owner.

Although not armed, the uniformed security force will act as a deterrent to protestors, demonstrators, and to anyone who may wish to commit an act of violence on the Owner's property. Contractor shall maintain an ongoing training program, acceptable to Owner, for all guards assigned to the Owner. This program shall be conducted by professional security agents to ensure that the guard force is kept up to date in crime prevention, crowd control, bomb threat procedures, and protection of diplomats, evacuation, and other necessary measures. The primary goal for the security force is to avoid violence in any crisis situation while affording maximum protection to Owner's staff members, members of Permanent and Observer Missions, visitors, and to Owner's property.

9.5 Physical Requirements: Contractor's employees shall be able to:

- a. Unimpaired use of hands, arms, legs, and feet and be able to run when necessary, and capable of handling portable fire extinguishers, building fire hoses, and related equipment.
- b. Wear all necessary personal equipment, which may include belts, or other protective items for civil disorders or rescue work.
- c. Pass an annual physical examination. The result of the examination must demonstrate that the individual meets the requirements of Paragraph 4.9.5. a) and b), and Subparagraphs 4.9.3, and 4.9.4 of the RFP.

9.6 Training Requirements: Prior to assignment to any GS/OAS facility, the Contract Guard Service shall submit to the GS/OAS Representative confirmation that each individual member of the Guard Force has received training in the following areas:

- a. Orientation
 - i. What is Security? The basic principles of Industrial Security and Loss Prevention.
 - ii. Public Relations -- The importance of good public relations by security personnel, the high visibility of security and its impact, both positive and negative on the public.
 - iii. Appearance and Conduct -- The need for professional appearance, attitude and conduct and the impact on public perception of the security officer.
 - iv. Maintenance of Uniforms and Equipment -- The proper wearing of uniforms, the proper use and maintenance of uniforms, the proper use and maintenance of equipment and various applications security-related equipment.
 - v. Note Taking/Reporting and Report Writing -- The importance and techniques of proper note taking, reporting and report writing in effectively communicating security activities and incidents, use of reports as an official record, the potential use of notes and reports in court testimony and the basis for investigations.

- vi. Communications -- Proper communication techniques, use of hand-held and base-radio systems, and proper telephone techniques.
 - vii. Role of Public Law Enforcement -- Liaison with Public Law Enforcement, situations which require intervention by Public Law Enforcement, and the Security Officer's role when Public Law Enforcement assistance is required.
 - viii. Drug/Alcohol Awareness Program -- Guard Force members must be aware of the Contractor's Drug and Alcohol Policy.
- b. Legal Powers and Limitations
- i. Prevention versus Apprehension -- The importance and effectiveness of utilizing proper techniques of preventing losses and incidents.
 - ii. Use of Force -- The legal use of force by private security and the civil and criminal consequences of excessive use of force.
 - iii. Search, seizure and Arrest Power Procedures -- The Security Officer's limited legal authority to make arrests, proper arrest procedures and the civil and criminal consequences of false arrest.
- c. Emergency Procedures
- i. Bomb Threat/Bomb Search -- The proper taking and reporting of bomb threats and how to evacuate personnel when required.
 - ii. Fires, Explosions, Industrial Sabotage, Demonstrations-- The Security Officer's role in investigating, reporting and preventing emergency situations.
 - iii. HAZMAT response -- Proper procedures and actions to be taken when encountering materials that may consist of dangerous chemical or biological substances.
- d. General Duties
- i. Access Control -- The generic aspects of access control, the importance of proper access control and its relationship to loss prevention. Site-specific access control procedures at job assignment, forms and records to be maintained, and access authorization procedures.
 - ii. Patrol/Inspections -- The techniques of effective patrols and inspections.
 - iii. Safety -- The importance of safe work practices, spotting unsafe conditions and reporting, correcting/mitigating safety violations or unsafe conditions.

iv. All personnel shall be qualified to perform Security Officer duties pursuant to local policies and Federal licensing provisions, and the Contractor shall furnish proof of basic training of all personnel assigned to the GS/OAS in the following disciplines to include annual updates and refresher training as required:

- (a) Legal authority and enforcement
- (b) Use of force
- (c) Violence in the workplace
- (d) Sexual harassment
- (e) Workplace harassment as defined in Owner's Rules
- (f) Qualities and demeanor of officers
- (g) Public relations/cultural awareness
- (h) Basic report writing/verbal communications
- (i) General duties and responsibilities of officers
- (j) Physical security equipment
- (k) First aid/CPR/AED Defibrillator
- (l) Magnetometer and X-ray equipment
- (m) Fire safety, including detection, prevention of fires, use of emergency fire fighting equipment, and evacuation procedures
- (n) Explosive identification and management
- (o) Safety

v. Training Documentation -- Each officer, supervisor, and manager assigned to the project will have a training record maintained on-site. This record will contain all certifications, annotations, and training conducted while the individual is assigned to the project.

vi. Formal Training -- Semi-Annual formal training will be any formal training listed in the disciplines above or miscellaneous additional training conducted by the Contractor or an authorized GS/OAS Representative. This training will be conducted for a period of not less than eight hours per session. This training can be conducted on-site.

vii. Informal Training -- Informal training will be conducted when deemed appropriate. This training will cover safety issues, response tactics, and emergency procedures, yet not affect the normal operation of the GS/OAS or its activities while utilizing existing resources. This training can be individual or collective training and is expected to be conducted in the form of exercises and simulated responses as necessary to familiarize officers with response procedures, policies and tactics.

9.7 Conflict of Interest Prohibition: Contractor shall not employ any individual to work on the contract for whom such employment would create an actual or perceived conflict of interest.

9.8 Personnel Documentation: Employment applications shall include results of Department of Motor Vehicles checks, verification of employment, reference checks, criminal history verifications, credit checks, drug screening, physical examinations, language proficiency, and personality assessments will be made available to the GS/OAS prior to entering GS/OAS property.

The documents described above are to be maintained in the files of the Contractor, and provided to the GS/OAS upon request. The Contractor will certify in writing that all employment prerequisites have been fully met prior to Contractor employees accessing any GS/OAS property.

9.9 Special Requirements: Applications, with photograph, for all security guards must be submitted for approval to Owner's Chief of Security prior to their assignment to work under this Contract.

10. APPEARANCE AND CONDUCT OF EMPLOYEES

10.1 Employee Appearance: Contractor personnel shall maintain a well-groomed, clean-shaven, clean appearance. Uniforms shall be clean and neatly pressed; hair and mustaches shall be neatly trimmed (no beards or long side burns are allowed); shoes shall be shined and in good condition.

10.2 Conduct of Employees: Contractor personnel shall conduct themselves in accordance with the rules, regulations, and the demeanor expected and required of persons performing service in the GS/OAS environment. Failure to comply with expected standards of conduct may result in an employee's loss of access to GS/OAS facilities. Inappropriate conduct includes, but is not limited to, the following:

- a. Theft in any form.
- b. Offensive, profane, or inappropriate language; loud, boisterous conduct; and horseplay.
- c. Contractor employees shall not open any envelopes or read any material contained in publications marked "Confidential," nor shall contractor employees disclose confidential information that they are made aware of as part of their job requirements.

- d. Any form of gambling.
- e. The consumption of intoxicating beverages while on duty or at any time on GS/OAS property.
- f. The use of illegal drugs or controlled substances.
- g. Sleeping on duty.
- h. Damaging or misappropriating GS/OAS property.
- i. Submitting false official documents or false statements.
- j. Smoking in any smoking area not specifically authorized for vendor personnel.

Any other act which has caused or could cause the GS/OAS embarrassment as determined by the GS/OAS Representative.

11. WAGE RATES AND OTHER LABOR STANDARD

11.1 For the purposes of this Contract, the Contractor will categorize each employee and determine a wage rate at a minimum equal to the standard wages outlined in the current Department of Labor "Register of Wage Determinations under the Service Contract Act" for the District of Columbia.

11.2 The Contractor will perform annual employee evaluations. These evaluations will be completed on each Contractor employee directly related to the contract, and assigned to the site.

11.3 Medical Benefits -- The Contractor will provide full time employees assigned to this contract with major medical benefits.

11.4 Dental Benefits -- The Contractor will provide full time employees assigned to this contract with major dental benefits.

11.5 Vacation/Sick Benefits -- All employees are encouraged to use vacation when available. Each Contractor employee shall be granted vacation days as specified in Department of Labor, Service Contract Act (at a minimum).

11.6 Overtime Pay -- Uniformed hourly personnel who work in excess of 40 hours per week will be paid time and one-half for those hours in excess of 40 hours per week.

12. PROPERTY AND SERVICES FURNISHED BY THE GS/OAS AND PROPERTY ACCOUNTABILITY

12.1 The Contractor shall act in accordance with sound industry practices to safeguard and protect Owner's property against abuse, damage, theft, loss, or any other such incidents. All of Owner's property assigned to the security force, such as chairs, tables, desks, telephones, computers, etc., shall be used only for official business while performing duties required pursuant to this Contract.

12.2 All of Owners' property furnished under this Contract shall remain Owner's property throughout the Contract term. A written perpetual inventory of all of Owner's property issued for performance hereunder shall be initiated and maintained by the Contractor. Upon expiration of this Contract, the Contractor shall render a written accounting to Owner's Chief of the office of Procurement Services of all such property which has been used in providing services at the protected premises. The Contractor shall assume all risk and shall be responsible for any damage to or loss of Owner's furnished property used by Contractor except for normal wear and tear, and to the extent that any such property is consumed in the performance of Contractor's obligations under the Contract.

12.3 Except as otherwise provided for in this Contract, the Contractor, upon expiration of this Contract, shall immediately transmit to the Owner through its Office of General Services all of the Owner's property in Contractor's possession or in the possession of any individuals or organizations under Contractor's control. The Contractor shall cooperate fully in transferring property if services are simultaneously assumed by another contractor when this Contract ends. If the incumbent Contractor fails to comply with any of the requirements in this Section 4.13 of the RFP, the final payment will be withheld until full compliance is achieved.

12.4 The GS/OAS will furnish at no cost to the Contractor the following:

- a. Electrical and mechanical protective and communications equipment where installed, such as alarm and surveillance systems, communications equipment, closed circuit television, portable watch-clocks and related keys, to include operating procedures and instructions.
- b. Required GS/OAS forms and issuances, including post orders, and other associated materials.
- c. Telephones as deemed necessary for the conduct of official GS/OAS business under this Contract.
- d. Security locker space, and office equipment.
- e. Utilities and maintenance of office space in accordance with GS/OAS standards.
- f. Computers with printers and paper for generating reports and communications. This equipment may be utilized for Contractor purposes (software installations must be approved by the GS/OAS Representative), such as maintaining rosters, reports, updating post orders, standard operating procedures, training information, etc., and communicating with the GS/OAS Representative. Communications in the form of e-mail sent outside the

Security Services Unit without the expressed permission of the GS/OAS Representative is unauthorized.

12.5 Use of GS/OAS Property -- The GS/OAS property shall be used only for official GS/OAS business in performance of this Contract.

13. TRAINING, EQUIPMENT, UNIFORMS, IDENTIFICATION BADGE AND RECORDS

13.1 Training: Training of all officers, supervisors, and managers will be responsibility of the Contractor. Contractor's on-going training program must be conducted by professional security agents for all security officers assigned to the Owner, covering various training topics as indicated in Section 4.9.6 of the RFP. A minimum of sixteen (16) hours of certified training is required for each security officer during each year of the Contract. At least twenty (20) hours of training must be provided to each security officer during each six (6) months of the Contract term.

13.2 Equipment: All security officers on duty shall be equipped with two-way radios.

13.3 Uniforms: The Contractor shall furnish all uniforms necessary for job performance. All uniforms shall be standard design and manufacture furnished by the Contractor to include inclement and cold weather outer garments of a quality and appearance suitable to the GS/OAS. This includes seasonal uniforms. All members of the protective force shall wear Security Officer uniforms at all times while engaged in the performance of their duties. All protection force personnel performing similar functions under this contract shall wear the same style of uniform. All lettering, patches, and other uniform identifications will be in accordance with the police authority exercising jurisdiction over the location of the GS/OAS buildings and property. No other identification, patches, or badges will be displayed on the uniform without authority of the GS/OAS. No Security Officer may enter on duty until he has a complete uniform.

13.4 Identification Badge: Contractor shall provide an appropriate name badge for each employee that shall be worn while on duty.

13.5 Records: The Owner's security records maintained at each station by the security officers and supervisors of the Contractor include, but are not limited to:

- a. Security Officer's Log.
- b. Visitors' Book.
- c. GS/OAS Telephone Directory.
- d. Security Operations Procedures.
- e. Staff Identification and Roster Book.

f. Cleaners' Book.

14. GENERAL NOTES

14.1 Contractor shall maintain an active recruiting, training and screening program sufficient to preserve the approved full-time Security Officer force strength with sufficient part-time employees to maintain the work force for the defined hours.

14.2 Training of all officers, supervisors, and managers will be the responsibility of the Contractor. At a minimum, every six months training sessions will be conducted covering various training topics as indicated by the disciplines listed above.

14.3 Contractor will develop a set of measurable performance objectives. These objectives will be developed for each position assigned to this account. Personnel assigned to this account must satisfactorily complete each performance objective in order to be eligible for a satisfactory rating of performance.

14.4 The Contractor will limit the use of the building for work and operations only. Off-duty Security Officers are prohibited from loitering within GS/OAS space. Telephones, computers, and other office equipment are for official use. Unofficial use of these items may result in removal from the facility.

14.5 Contractor employees are restricted from socializing or fraternizing with GS/OAS staff members and long-term contractual employees.

14.6 Contractor employees on break or at lunch are authorized to eat and/or smoke only in the designated break rooms.

14.7 The Contractor will have unrestricted access to the common areas of the buildings. Specific rules and procedures must be followed to enter restricted areas and access-controlled areas.

14.8 Contractor employees should be reminded that all personnel, vehicles, and property entering or leaving the GS/OAS are subject to search.

14.9 The Contractor will not be provided parking facilities. Consideration will be given to some security personnel in emergencies and extreme conditions or during special events. The GS/OAS reserves the right to withdraw this privilege at any time.

14.10 A general overview of all requested positions and schedules is found in the Shift Schedules by Building, Annex I, which will be provided at the walk-thru inspection referred to in paragraph 3.1 of the RFP. Each individual shall perform his/her duties as described in Annex I.

14.11 Occasionally, the GS/OAS will offer an early release of its employees. This does not apply to Contractor personnel.

