

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 14
2. AMENDMENT/MODIFICATION NUMBER 0004		3. EFFECTIVE DATE 10-31-2018		4. REQUISITION/PURCHASE REQ. NUMBER	
5. PROJECT NUMBER (if applicable)		6. ISSUED BY CODE 612MCP Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Northern California HealthCare System 5342 Dudley Blvd, Bldg 209 McClellan CA 95652-2609		7. ADMINISTERED BY (If other than Item 6) CODE 612MCP Department of Veterans Affairs Department of Veterans Affairs VA Northern California HealthCare System 3230 Peacekeeper Way, Bldg. 209 McClellan CA 95652-1012	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) To all Offerors/Bidders		(X)		9A. AMENDMENT OF SOLICITATION NUMBER 36C26118Q9245	
		X		9B. DATED (SEE ITEM 11) 11-02-2018	
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. ** HOUR & DATE for Receipt of Offers is EXTENDED to: Nov 2, 2018 @4:00 pm (PST)					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See CONTINUATION Page					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to provide an updated Performance Work Statement pertaining to Parking Lot #2, the Central California Blood Bank (3425 N. First and 3445 N. First St. Fresno, CA 93726). Original requirement called for only ONE Guard I, this has changed to TWO Guard I(s) to be on-site during duty-hours. Additional changes within Amendment #4, pertain to Guard II Supervisor , CLINs #0007 & #1009 are added to delineate Guard Services for Base Year and Option Period. All Previous Clauses and Provisions Remain In Effect. The receipt of quotes has been extended to 11/02/18 (4:00 pm, Pacific Standard Time). Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Hodahkwen Contracting Officer			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	
				16C. DATE SIGNED 10/31/2018	
PREVIOUS EDITION NOT USABLE					

A.1 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Security Guard I Services for Parking Lot #1: Las Palmas Masonic Lodge, 2992 E. Clinton Ave. Fresno, CA 93726. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019	12.00	MO		
0002	Security Guard Shelter for Parking Lot #1: Las Palmas Masonic Lodge, 2992 E. Clinton Ave. Fresno, CA 93726. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019	12.00	MO		
0003	Security Guard I (two personnel) Services for Parking Lot #2: Central California Blood Bank, 3425 N. First and 3445 N. First St. Fresno, CA 93726. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019	12.00	MO		
0004	Security Guard Shelter for Parking Lot #2: Central California Blood Bank, 3425 N. First and 3445 N. First St. Fresno, CA 93726. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019	12.00	MO		
0005	Security Guard I Services for Parking Lot #3: Midtown Plaza 3201 E. Shields Ave. Fresno, CA 93726. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019	12.00	MO		
0006	Security Guard Shelter for Parking Lot #3: Midtown Plaza 3201 E. Shields Ave. Fresno, CA 93726. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019	12.00	MO		

0007	12.00	MO	_____	_____
Security Guard II Supervisor Services. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019				
0008	12.00	MO	_____	_____
*** OPTION LINE ITEM *** Security Guard Services for Parking Lot #4: 2720 E. Clinton Ave. Fresno, CA 93703. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019				
0009	12.00	MO	_____	_____
*** OPTION LINE ITEM *** Security Guard Services for Parking Lot #5: Central Seventh-Day Adventist Church. 2980 E. Clinton Ave. Fresno, CA 93703. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019				
0010	100.00	HR	_____	_____
Estimated Urgent/Emergency Security Guard Services Overtime Guard I. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019				
0011	100.00	HR	_____	_____
Estimated Urgent/Emergency Security Guard Services Overtime Guard II Supervisor. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019				
1001	6.00	MO	_____	_____
Security Guard I Services for Parking Lot #1: Las Palmas Masonic Lodge, 2992 E. Clinton Ave. Fresno, CA 93726. Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020				
1002	6.00	MO	_____	_____
Security Guard Shelter for Parking Lot #1: Las Palmas Masonic Lodge, 2992 E. Clinton Ave. Fresno, CA 93726. Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020				
1003	6.00	MO	_____	_____

		Security Guard I (two personnel) Services for Parking Lot #2: Central California Blood Bank, 3425 N. First and 3445 N. First St. Fresno, CA 93726 Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		
1004	6.00	MO		
		Security Guard Shelter for Parking Lot #2: Central California Blood Bank, 3425 N. First and 3445 N. First St. Fresno, CA 93726 Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		
1005	6.00	MO		
		Security Guard I Services for Parking Lot #3: Midtown Plaza (adjacent to Golden Dynasty Restaurant) 3201 E. Shields Ave. Fresno, CA 93726 Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		
1006	6.00	MO		
		Security Guard Shelter for Parking Lot #3: Midtown Plaza (adjacent to Golden Dynasty Restaurant) 3201 E. Shields Ave. Fresno, CA 93726 Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		
1007	6.00	MO		
		Security Guard I Services for Parking Lot #4: 2720 E. Clinton Ave. Fresno, CA 93703 Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		
1008	6.00	MO		
		Security Guard I Services for Parking Lot #5: Central Seventh-Day Adventist Church. 2720 E. Clinton Ave. Fresno, CA 93703 Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		
1009	6.00	MO		
		Security Guard II Supervisor Services Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		
1010	50.00	HR		
		Estimated Urgent/Emergency Security Guard Services Overtime Guard I. Contract Period: Base		

POP Begin: 11-15-2018
POP End: 05-15-2020

1011

50.00 HR

Estimated Urgent/Emergency Security Guard Services Overtime Guard II.
Contract Period: Base
POP Begin: 11-15-2018
POP End: 05-15-2020

GRAND TOTAL

1.5 Type of Contract: The government will award a Firm-Fixed Price contract.

1.6 **Invoicing:** All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

More information on the VA Financial Services Center is available at <http://www.fsc.va.gov/einvoice.asp>.

Vendor e-Invoice Set-Up Information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscscshd@va.gov

Contractor shall submit final invoice after the completion of repairs. Invoice shall include the Contract number, Purchase Order number, Order Date, Performance Period, Description of Services and itemized prices as negotiated.

Section 2: Definitions & Acronyms

AoR	Area of Responsibility
CAO	Clinic Administrative Officer.
CMO	Chief Medical Officer.
CO	Contracting Officer.
COR	Contracting Officer's Representative.
ODB	Officer's Duty Book containing, as a minimum, those items outlined in paragraph 13.a.
OPC	Outpatient Clinic.
RHA	Regular Hours of Assignment. For this contract, the RHA varies with each site.
SOI	Standard Operating Instructions.

Section 3: Government Furnished Property, Equipment, and Services:

3.1 Materials:

Officer's Duty Book (ODB). Item will vary based on lot and location, as a minimum to include:

- (1) Minimum Task List (VA Form 5-3489a).
- (2) SOI for Security.

3.2 Facilities:

- a) Parking Lot #1: Las Palmas Masonic Lodge, 2992 E. Clinton Ave. Fresno, CA 93726 – Access to Building and Restroom, canopy for waiting area.
- b) Parking Lot #2: Central California Blood Bank, 3425 N. First and 3445 N. First St. Fresno, CA 93726 - Access to Building and Restroom, canopy for waiting area.

- c) Parking Lot #3: Midtown Plaza (adjacent to Golden Dynasty Restaurant) 3201 E. Shields Ave. Fresno, CA 93726 – Restroom on-site, canopies will be installed for shelter.
- d) Parking Lot#4: 2720 E. Clinton Ave. Fresno, CA 93703 (Currently under construction – expect Gated and Fenced with either restrooms on-site or access to main building). This will be an Option Line item (CLIN #0008) executed when lot is operational.
- e) Parking Lot # 5: Fresno Central Seventh-Day Adventist Church, 2980 E. Yale Ave, Fresno CA 93703 (Gated and Fenced – access to facility amenities has not yet been determined). This will be an Option Line item (CLIN #0009) executed when lot is operational.

Accountability for Government Property: All non-disposable property furnished by the Government under this contract shall remain the property of the Government. Annually and upon termination of the contract, the Contractor shall conduct a joint inventory of all such property with the COR. Any property furnished by the Government to fulfill contracted requirements which is lost or damaged, resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced at the Contractor's expense, as directed by the COR.

Section 4: Contractor Furnished Items and Services

Contractor shall provide shelter/guard shacks for their on-duty personnel for Parking Lots #1, #2, and #3. Parking Lot #4 will be determined based on layout. Due to lack of power connectivity to main building, consideration for self-powered shelters should be considered. Parking Lot #5 to be determined. Contractor should ensure all on-duty Security Guard personnel are equipped as described in Section 5.3.

Section 5: Specific Tasks and Deliverables

The contractor shall provide management, supervision, personnel, back-up staff, replacement staffing, equipment, and supplies (except those items of equipment and supplies identified as provided by the Government) necessary to provide trained and certified Guard I and Guard II unarmed, uniformed guard services as defined by California Business and Professions Code Section 7582. A complete listing of all contractor personnel shall be submitted to the COR/Chief of Police for final approval. Listing shall include name, age, gender, Guard I - Guard II credentials, training dates, qualification expiration dates, physical exam results, results of criminal background checks, and results of psychological assessment. Contractor shall at all times ensure listing of personnel is updated and forwarded to COR/Chief of Police. Listing of contractor personnel shall also be forwarded to CO for contract file retention.

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

Contractor shall provide full transparency of employees to ensure each individual's physical and mental capacity are at levels where the performance of protecting, preventing, and observe and reporting are unremitting.

Specific to Guard II qualifications; Guard II position shall possess training in dealing with hostile individuals, this includes patients or visitors who may become assaultive. Guard II must also respond and take reports, question witnesses to obtain all pertinent information for use in possible follow-up investigations. They must be able to make citizen's arrest as appropriate, according to the law. They must also be versed in the arena of constitution rights of citizens.

5.1 Required Manning: At a minimum on-duty, one Guard I at each parking lot location **except Parking Lot #2 Central California Blood Bank (3425 N. First and 3445 N. First St. Fresno, CA 93726)**, due to the **locale and layout of the parking lot it will require two on-site Guard Is. There will be an on-duty Supervisor, Guard II, at all times during the duty-day**; Guard II Supervisor is not required to be attached to one parking lot location (**on-duty Supervisor** may assume role of rotating employees, stand-in during mandatory breaks and meals with the caveat there shall always be adequate staffing to respond to accidents, incidents, and emergencies).

- a) Parking Lot #1: Las Palmas Masonic Lodge. **One** Guard I licensed Security Guard and on-duty Supervisor (Guard II).
- b) Parking Lot #2: Central California Blood Bank. **Two** Guard I licensed Security Guard and on-duty Supervisor (Guard II).
- c) Parking Lot #3: Midtown Plaza. **One** Guard I licensed Security Guard and on-duty Supervisor (Guard II).
- d) Parking Lot#4: 2720 E. Clinton Ave. Fresno. **One** Guard I licensed Security Guard and on-duty Supervisor (Guard II).
- e) Parking Lot # 5: Fresno Central Seventh-Day Adventist Church. **One** Guard I licensed Security Guard and on-duty Supervisor (Guard II).

5.1.1 On a bi-weekly basis, contractor shall provide COR a rooster that depicts a listing of security guards, their AoR, shift on-site supervisor, and back-up personnel for each shift.

5.1.2 RHA/Duty Hours:

Contractor shall provide security guard service at the named site(s) and during the normal hours of 5:00am to 9:00pm (6am to 6pm for Parking Lot #1 – Las Palmas Masonic Lodge) , Monday through Friday excluding Federal Holidays. It is the contractor's responsibility to ensure continuous coverage of each location while accommodating respective local, state, and federal employee rights for duty hours, breaks, and safety standards.

5.1.2.1. During Urgent or Emergency Conditions:

On a real-time basis, facility's Chief of Police and Director's Office shall have the discretion to increase security personnel coverage in response to security assessments and at the discretion of staff safety. If additional security coverage is necessary, in either manpower or hours, COR/Chief of Police/Director's Office will coordinate with contractor security on-site supervisor. COR/Chief of Police/Director's Office will then coordinate with Contracting Officer to determine if contract modification is necessary based on the magnitude of increase security guard services. For real-time requests, contractor will ensure timecard hours of impacted employees reflect the increase of hours for proper and accurate labor standards and subsequent invoicing.

5.1.2.2. During Anticipated Need:

Contractor shall accommodate requests if facility's Chief of Police and Director's Office deem an

increase in contract security personnel necessary. COR/Chief of Police/Director's Office will request 24-hours in advance. COR/Chief of Police/Director's Office will then coordinate with Contracting Officer to determine if contract modification is necessary based on the magnitude of increase security guard services. Contractor will ensure timecard hours of impacted employees reflect the increase of hours for proper and accurate labor standards and subsequent invoicing.

5.1.3 Specific Tasks:

Security Guard Services are required for opening and closing of respective gated lots and ensuring access to all parking lots are by properly VACCHCS stickered vehicles. Usage of leased lots shall only be by VA Employees and facility assigned nursing students only. Security guards will be responsible for maintaining observation of the vehicles in the lot until the lots are closed for the evening. Security guard on-site supervisor will coordinate with VA police prior to executing daily duties-and-responsibilities and end-of-day duties-and-responsibilities.

Prior to deploying employees for security guard services, contractor shall provide sessions on safety, accident investigations, Standard Operation Instructions, and related Officer's Duty Book documentation for each respective location. Site orientation shall also take place of each parking lot, to include ODB usage and radio equipment local procedures. (The Contractor shall coordinate with VA staff and appropriate agencies for the issuance of applicable Federal regulations for radio usage and permits. A copy of all such permits shall be delivered to the COR prior to the utilization of designated frequencies). Company vehicles are not mandatory, vendors should list if vehicles are including in their pricing. If company vehicles are not part of vendor pricing then a description on how shift changes occur, more specifically for Security Guard II Supervisor execution of duties relating to Emergency response, site monitoring, surveilling, and rotating personnel for breaks and/or shift changes.

- a) Parking Lot #1: Las Palmas Masonic Lodge:
 - a. Unlock/Open Gate at 6am,
 - b. Survey area prior to arrival of VA staff members,
 - c. Monitor lot throughout duty hours, patrol of AoR every 15 minutes.
 - d. Report any left vehicles nearing end of duty hours,
 - e. Close and lock at 6:00pm.
 - f. Depart AoR when cleared by on-site supervisor.
- b) Parking Lot #2: Central California Blood Bank:
 - a. Unlock/Open Gate at 5am,
 - b. Walk perimeter and surveil area prior to arrival of VA staff members,
 - c. Monitor lot throughout duty hours, patrol of AoR every 15 minutes and ensure limited view areas are checked.
 - d. Report any left vehicles nearing end of duty hours,
 - e. Close and lock at 9:00pm.
 - f. Depart AoR when cleared by on-site supervisor.
- c) Parking Lot #3: Midtown Plaza:
 - a. Unlock/Open Gate at 5am,
 - b. Survey area prior to arrival of VA staff members, to include securing rear gate.
 - c. Monitor lot throughout duty hours, patrol of AoR every 15 minutes, ensure rear-access gate is secure and locked.

- d. Report any left vehicles nearing end of duty hours,
 - e. Close and lock at 9:00pm.
 - f. Depart AoR when cleared by on-site supervisor.
- d) Parking Lot#4: 2720 E. Clinton Ave. Fresno: (When Operational)
 - a. Unlock/Open Gate at 5am,
 - b. Survey area prior to arrival of VA staff members.
 - c. Monitor lot throughout duty hours, patrol of AoR every 15 minutes.
 - d. Report any left vehicles nearing end of duty hours,
 - e. Close and lock at 9:00pm.
 - f. Depart AoR when cleared by on-site supervisor.
- e) Parking Lot#5: Fresno Central Seventh-Day Adventist Church (When Operational)
 - a. Unlock/Open Gate at 5am,
 - b. Survey area prior to arrival of VA staff members.
 - c. Monitor lot throughout duty hours, patrol of AoR every 15 minutes.
 - d. Report any left vehicles nearing end of duty hours,
 - e. Close and lock at 9:00pm.
- f) Depart AoR when cleared by on-site supervisor.
- g) End of Shift Duties:
 Prepare required reports listed in ODB at the frequency indicated. Maintain necessary records. As necessary, turn reports and records in to designated official.

5.2 On-Site Supervision:

The term "on-site supervisor" means a person designated in writing by the Contractor who has authority to act for the Contractor on a day-to-day basis at the work site or vicinity. The on-site supervisor shall possess the level of experience and skills to ensure that employees are properly performing all duties as specified in accordance with contract. The on-site or in-field supervisor shall assure that guard(s):

- a) Are in uniform and present a neat appearance.
- b) Maintain a continued state of proper training.
- c) Possess the necessary permits, authority, etc.
- d) Maintain continued liaison with the COR or designated alternate.

5.3 Security Guard Equipment:

The Contractor shall ensure each security guard is equipped with the following equipment as a minimum for the performance of duties:

- a) Radio Equipment & Case. Dual-frequency radios, portable, handy-talkie, crystals, batteries, battery charger(s) and other related accessories.
- b) 2-pair of Handcuffs & Handcuff Case (fully enclosing) (Not required for Guard I).
- c) Key strap w/flap.
- d) Flashlight & Flashlight holder. 4 "D" Cell, metal, with snap-away (D-cell).
- e) Whistle, thunder, w/chain attachment (metal).

5.3.1 Uniforms and Appearance:

Contractor shall ensure all on-duty security guard personnel are dressed in clean and serviceable company uniforms with seasonal considerations. All on-duty individuals shall present a professional appearance. All contractor security guard personnel shall have matching uniforms with appropriate style and color related to law enforcement and the security guard industry. All uniforms shall be consistent insignias and company logos. Appropriately styled feminine uniforms shall be worn by female members of the guard force. All footwear shall be for outdoor use, low quarter or high-top that color coordinates with uniform, standard black or brown. No personalization of uniform or distasteful appearance by contract personnel will be accepted. If encountered, contractor shall replace individual without attributing additional labor hours for invoicing the government. All uniforms shall contain the Security Guard distinction and at a minimum contain:

- a) Distinction of on-site supervisor insignia.
- b) Nameplate, color lettering for evening visibility.
- c) Hat (not mandatory) – only company issued hats will be worn with contain appropriate lettered breast and cap badges, indicating the jurisdiction from which police authority is obtained, shall be worn as part of the uniform (providing such authority is grantable under state and local laws).
- d) Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the shoulder of the uniform jacket and shirt. Identification name-tags shall be worn over the right breast shirt pocket.
- e) Gloves (pair), color to match accessories
- f) Evening hours or during hours of darkness; all personnel shall wear reflective gear.

Guards shall not be permitted to possess unauthorized supplemental or personals such as concealed or unconcealed firearms, knives, or other such non-standard items.

5.4 Authority and Jurisdiction:

- a) Except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the city, county, parish, or the state in which the parking lots are located.
- b) The Contractor shall have each employee appointed as a Constable, Special Policeman, Conservator of Peace with sufficient authority to detain or make arrests for violations of law occurring at the locations specified in the contract (applies only when such appointments are obtainable and/or required by local or state law).
- c) Permits shall be carried by each employee on his/her person while on duty unless local or state law requires the Contractor to maintain the records.
- d) Copies of licenses and permits described herein shall be furnished to the Contracting Officer upon request.
- e) The Contractor's employee shall maintain a valid state security officer's certification during the term of his/her employment under the contract.

5.5 Code of Conduct

The Contractor shall be responsible and legally liable for employee performance and for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor is also responsible for ensuring that employees do not disturb papers on desks, open desk drawers or cabinets, use Government telephones, or access computerized internet, software or network except as authorized. Each contract officer is expected to adhere to standards of behavior that reflect credit on themselves, their employer, and the Federal government. Disciplinary actions, including removal actions, shall be the responsibility of the Contractor. VA Police Chief and Contracting Officer are to be kept apprised of actions and situations.

Removal From Duty: The Government may also require the Contractor to immediately remove any employee(s) from the work-site(s) should it be determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing security duties during their tour(s) of duty. The Contractor shall comply and provide a replacement. Such a determination of unfitness may be made for, but not limited to, the following types of incidents of misconduct or delinquency:

- a) Violations of VA Rules and Regulations Governing Security, Law Enforcement, and Standards of Conduct on Veterans Affairs Property, 38 CFR 1.218.
- b) Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, lack of or limited productive service and refusing to render assistance or cooperate in upholding the integrity of the security program at the work-site.
- c) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- d) Disorderly conduct, use of abusive or offensive language, quarreling, rude inappropriate comments, sexual harassment, intimidation by words or actions, or fighting. Also participation in disruptive activities which interfere with the normal and efficient operations of the government.
- e) Theft, vandalism, immoral conduct, or any other criminal act.
- f) Selling, consuming or being under the influence of intoxicants, drugs, or substances which produce similar effects.
- g) Involvement in commercial activities at any time while on Government controlled property (included soliciting sale, donation, etc., from employees, patients, or others).
- h) Improper use of official authority or credentials.
- i) Unauthorized use of communications equipment or Government property (includes unauthorized or personal use of internet, long distance telephone services or government computer network).
- j) Possession or Misuse of weapons(s).

k) Violation of security procedures or regulations.

- a) The Contracting Officer, in conjunction with VA Police Chief will make all determinations regarding the removal of a person(s) from the work site(s). In the event of a dispute, the Contracting Officer will make final determination. Specific reasons for removal of an employee(s) will be provided in writing to the Contractor.
- b) Control of Contract Personnel: The Contractor shall have the sole responsibility and prerogative of selection, assignment, transfer, management, and control of contract staff in performance of this contract. The VA does not hire individuals to perform under this contract and shall not hold "selection interviews" of any kind. However, all guards the Contractor proposes to assign are subject to the approval of the VA Police Chief. The Contractor shall not employ any persons for work on this contract who are not fully qualified. Proof of qualifications shall be required in the form of resume references, credentials, certifications, etc., prior to being assigned to duties. If persons are identified to the Contractor by the Contracting Officer as a potential threat to the health, safety, security, general well-being, or operational mission of the VA and its population, they shall be immediately removed from performance and may face legal charges. Quality oversight shall be provided by the COR.

Section 6: Attachments and Publications

6.1 Related Links:

VA Handbook 6500.6, Contract Security, Appendix C is available at
https://www.va.gov/vapubs/viewPublication.asp?Pub_ID=793&FType=2

California Business and Professions Code Section 7582 at
https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=BPC&division=3.&title=&part=&chapter=11.5.&article=3.