

2. CONTRACT NO. HSHQW8-13-D-00001  
3. AWARD EFFECTIVE DATE: 10/15/2012  
4. ORDER NUMBER  
5. SOLICITATION NUMBER: HSHQW8-11-R-00001  
6. SOLICITATION ISSUE DATE: 10/25/2011

7. FOR SOLICITATION INFORMATION CALL: **a. NAME** Gilbert Olivas  
**b. TELEPHONE NUMBER** (No collect calls) (b)(6)  
**8. OFFER DUE DATE/LOCAL TIME** MS

9. ISSUED BY: NPPD/FPS/West CCG/Region 8  
U.S. Dept. of Homeland Security  
Federal Protective Service  
Office of Procurement Operations  
PO Box 25266  
Denver CO 80225  
CODE: OPO/FPS/WEST

10. THIS ACQUISITION IS:  
 UNRESTRICTED OR  SET ASIDE: 100.00 % FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
NAICS: 561612  HUBZONE SMALL BUSINESS  SOLE SOURCE  
SIZE STANDARD: \$18.5  SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

12. DISCOUNT TERMS: Net 30

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: CODE  
16. ADMINISTERED BY: CODE OPO/FPS/WEST CCG  
NPPD/FPS/West CCG/Region 8  
U.S. Dept. of Homeland Security  
Ofc of Procurement Operations - FPS  
PO Box 25266  
Denver CO 80225  
Attn: Gilbert Olivas  
(b)(6)

17a. CONTRACTOR/OFFEROR: CODE 1314340570000 FACILITY CODE  
AMERICAN EAGLE PROTECTIVE SERVICES CORPORATION  
7700 CHEVY CHASE DRIVE, SUITE #230  
AUSTIN TX 78752-1562

18a. PAYMENT WILL BE MADE BY: CODE NPPD-FPS-REGION  
DHS, NPPD  
Burlington Finance Center  
P.O. Box 1279  
Attn: NPPD-FPS-Region 08  
Williston VT 05495-1279

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall furnish all management, supervision, labor, equipment, supplies, schedule, training, licenses, permits, and coordination of effective performance for Protective Security Officer (PSO) services in the states of Montana, North Dakota, and South Dakota in accordance with the SOW and post exhibits.  The Government intends to award the first task order concurrent with the basic contract award and an issuance of this first task order will <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA: 192111PEIAGRD0198  
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 29. AWARD OF CONTRACT REF. AEPS<sup>1</sup> OFFER DATED 12/07/2012, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: All

30a. SIGNATURE OF OFFEROR/CONTRACTOR: (b)(6)  
30b. NAME AND TITLE OF SIGNER (Type or print): Karl H. Johnson  
30c. DATE SIGNED: 10/15/2012  
31c. DATE SIGNED: 10/15/2012

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>satisfy the minimum guarantee amount of \$1,735,459.00.</p> <p>Period of Performance:                      Base Year: 1 February 2013 - 31 January 2014                      Option Year 1: 1 February 2014 - 31 January 2015                      Option Year 2: 1 February 2015 - 31 January 2016                      Option Year 3: 1 February 2016 - 31 January 2017                      Option Year 4: 1 February 2017 - 31 January 2018</p> <p>This contract incorporates the following wage Determinations:                      CBA-2008-1957, Rev. 6, Dated 7/26/2011 - State of Montana                      2005-2407, Rev. 11, 6/13/2011 - State of North Dakota                      2005-2485, Rev. 10, 6/13/2011 - State of South Dakota                      2005-3026, Rev. 13, 6/13/2011 - State of South Dakota</p> <p>***THIS AWARD INCORPORATES AEPS' TECHNICAL PROPOSAL AS PART OF THIS CONTRACT AWARD***                      DO/DPAS Rating: NONE</p> <p>PSO services for the state of Montana.                      Obligated Amount: \$0.00</p> <p>Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32e. MAIL NG ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_  
 32g. E-MA L OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

33. SHIP NUMBER \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_ 36. PAYMENT  COMPLETE  PARTIAL  FINAL 37. CHECK NUMBER \_\_\_\_\_  
 PARTIAL  FINAL

38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT \_\_\_\_\_ 41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_ 42a. RECEIVED BY (*Print*) \_\_\_\_\_  
 42b. RECEIVED AT (*Location*) \_\_\_\_\_  
 42c. DATE REC'D (YY/MM/DD) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

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NAME OF OFFEROR OR CONTRACTOR

AMERICAN EAGLE PROTECTIVE SERVICES CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
0001 A	Basic Services.  Base Period: 02/01/2013 - 01/31/2014	75465.5	HR	(b)(4)		
0001 B	TAS.  Base Period: 02/01/2013 - 01/31/2014	3600	HR			
0001 C	ESS.  Base Period: 02/01/2013 - 01/31/2014	80	HR			
0002	PSO services for the state of North Dakota.	24641	HR			
0002 A	Basic Services.  Base Period: 02/01/2013 - 01/31/2014	800	HR			
0002 B	TAS.  Base Period: 02/01/2013 - 01/31/2014	80	HR			
0002 C	ESS.  Base Period: 02/01/2013 - 01/31/2014	27272.5	HR			
0003	PSO services for the state of South Dakota.	100	HR			
0003 A	Basic Services.  Base Period: 02/01/2013 - 01/31/2014	80	HR			
0003 B	TAS.  Base Period: 02/01/2013 - 01/31/2014	1	NT		100,000.00	
0003 C	ESS.  Base Period: 02/01/2013 - 01/31/2014	COOP/Other Direct Costs - Not to Exceed \$100,000. Other Direct Cost Burden Rate: 5.63%			Base Period: 02/01/2013 - 01/31/2014	
1001	PSO services for the state of Montana. Continued ...					

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NAME OF OFFEROR OR CONTRACTOR  
AMERICAN EAGLE PROTECTIVE SERVICES CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001 A	Basic Services. Option Period 1: 02/01/2014 - 01/31/2015	79239	HR	(b)(4)	
1001 B	TAS. Option Period 1: 02/01/2014 - 01/31/2015	3780	HR		
1001 C	ESS. Option Period 1: 02/01/2014 - 01/31/2015	80	HR		
1002	PSO services for the state of North Dakota.				
1002 A	Basic Services. Option Period 1: 02/01/2014 - 01/31/2015	25873	HR		
1002 B	TAS. Option Period 1: 02/01/2014 - 01/31/2015	840	HR		
1002 C	ESS. Option Period 1: 02/01/2014 - 01/31/2015	80	HR		
1003	PSO services for the state of South Dakota.				
1003 A	Basic Services. Option Period 1: 02/01/2014 - 01/31/2015	28636	HR		
1003 B	TAS. Option Period 1: 02/01/2014 - 01/31/2015	105	HR		
1003 C	ESS. Option Period 1: 02/01/2014 - 01/31/2015	80	HR		
1004	COOP/Other Direct Costs - Not to Exceed \$100,000. Other Direct Cost Burden Rate: 5.63% Option Period 1: 02/01/2014 - 01/31/2015	1	NT	100,000.00	
2001	PSO services for the state of Montana. Continued ...				

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AMERICAN EAGLE PROTECTIVE SERVICES CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001 A	Basic Services. Option Period 2: 02/01/2015 - 01/31/2016	83201	HR	(b)(4)	
2001 B	TAS. Option Period 2: 02/01/2015 - 01/31/2016	3969	HR		
2001 C	ESS. Option Period 2: 02/01/2015 - 01/31/2016	80	HR		
2002	PSO services for the state of North Dakota.				
2002 A	Basic Services. Option Period 2: 02/01/2015 - 01/31/2016	27167	HR		
2002 B	TAS. Option Period 2: 02/01/2015 - 01/31/2016	882	HR		
2002 C	ESS. Option Period 2: 02/01/2015 - 01/31/2016	80	HR		
2003	PSO services for the state of South Dakota.				
2003 A	Basic Services. Option Period 2: 02/01/2015 - 01/31/2016	30067	HR		
2003 B	TAS. Option Period 2: 02/01/2015 - 01/31/2016	110	HR		
2003 C	ESS. Option Period 2: 02/01/2015 - 01/31/2016	80	HR		
2004	COOP/Other Direct Costs - Not to Exceed \$100,000. Other Direct Cost Burden Rate: 5.63% Option Period 2: 02/01/2015 - 01/31/2016	1	NT	100,000.00	
3001	PSO services for the state of Montana. Continued ...				

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AMERICAN EAGLE PROTECTIVE SERVICES CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3001 A	Basic Services. Option Period 3: 02/01/2016 - 01/31/2017	87361	HR	(b)(4)	
3001 B	TAS. Option Period 3: 02/01/2016 - 01/31/2017	4167	HR		
3001 C	ESS. Option Period 3: 02/01/2016 - 01/31/2017	80	HR		
3002	PSO services for the state of North Dakota.				
3002 A	Basic Services. Option Period 3: 02/01/2016 - 01/31/2017	28525	HR		
3002 B	TAS. Option Period 3: 02/01/2016 - 01/31/2017	926	HR		
3002 C	ESS. Option Period 3: 02/01/2016 - 01/31/2017	80	HR		
3003	PSO services for the state of South Dakota.				
3003 A	Basic Services. Option Period 3: 02/01/2016 - 01/31/2017	31571	HR		
3003 B	TAS. Option Period 3: 02/01/2016 - 01/31/2017	116	HR		
3003 C	ESS. Option Period 3: 02/01/2016 - 01/31/2017	80	HR		
3004	COOP/Other Direct Costs - Not to Exceed \$100,000. Other Direct Cost Burden Rate: 5.63% Option Period 3: 02/01/2016 - 01/31/2017	1	NT		
4001	PSO services for the state of Montana. Continued ...				

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NAME OF OFFEROR OR CONTRACTOR  
AMERICAN EAGLE PROTECTIVE SERVICES CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001 A	Basic Services. Option Period 4: 02/01/2017 - 01/31/2018	91729	HR	(b)(4)	
4001 B	TAS. Option Period 4: 02/01/2017 - 01/31/2018	4376	HR		
4001 C	ESS. Option Period 4: 02/01/2017 - 01/31/2018	80	HR		
4002	PSO services for the state of North Dakota.				
4002 A	Basic Services. Option Period 4: 02/01/2017 - 01/31/2018	29951	HR		
4002 B	TAS. Option Period 4: 02/01/2017 - 01/31/2018	972	HR		
4002 C	ESS. Option Period 4: 02/01/2017 - 01/31/2018	80	HR		
4003	PSO services for the state of South Dakota.				
4003 A	Basic Services. Option Period 4: 02/01/2017 - 01/31/2018	33149	HR		
4003 B	TAS. Option Period 4: 02/01/2017 - 01/31/2018	122	HR		
4003 C	ESS. Option Period 4: 02/01/2017 - 01/31/2018	80	HR		
4004	COOP/Other Direct Costs - Not to Exceed \$100,000. Other Direct Cost Burden Rate: 5.63%  Option Period 4: 02/01/2017 - 01/31/2018  The total amount of award: \$24,232,558.16. The Continued ...	1	NT		100,000.00

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NAME OF OFFEROR OR CONTRACTOR  
AMERICAN EAGLE PROTECTIVE SERVICES CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	obligation for this award is shown in box 26.				

## SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS

### SECTION C – CONTRACT CLAUSES

#### I. FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Alt. I) (JUNE 2010)

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5)

(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

## SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

## SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

## SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

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

## SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS

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

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

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

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

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments.

(1) *Services accepted.* Payments shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications

## SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS

specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of

## SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS

materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) *Indirect Costs (Material handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]

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(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

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(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

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(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.60702).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

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(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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- (8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.
- (9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

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improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

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(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database.

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Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **Addendum to FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Alt. I) (JUNE 2010), paragraph (d) *Disputes*.**

Notwithstanding the claim period stated in FAR 52.233-1, Disputes, and pursuant to FAR 33.206, Initiation of a Claim, the contractor agrees to submit any claim related to this contract [or "order"] within 12 months after accrual of the claim.

## **II. ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS — COMMERCIAL ITEMS (Alternate I) (JUNE 2010)**

### **01. DESCRIPTION OF SERVICES**

The Contractor shall furnish professional security services, defined in the statement of work and contract exhibits, as Protective Security Officer (PSO) and related services, at federally owned, leased or occupied facilities protected by the Federal Protective Service at various locations primarily located in but not limited to Montana, North Dakota, and South Dakota. In furnishing these services, the Contractor shall provide all necessary management, supervision, personnel, materials, supplies and equipment except as otherwise indicated, and shall plan, schedule, coordinate and ensure effective performance of, and conformance to, all aspects of the statement of work contained herein.

### **02. CONTRACT TYPE**

Services shall be furnished via Labor Hour Contract with fixed hourly rates. Resultant task orders under this contract will be Labor Hour type.

### **03. MAXIMUM QUANTITIES**

a. The contract maximum is the total awarded price, inclusive of all optional ordering periods (to include the 6 month option available under FAR 52.217-8). The contract maximum is considered to be the "ceiling" price.

b. The Schedule of Supplies/Services and Prices (i.e. the Schedule) sets forth the maximum quantity of hours that the Government may order per each stated

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ordering period. The maximum quantities set forth in the Schedule are based upon the current, known service requirement with adjustments to provide for maximum ordering flexibility. The current, known service requirements are set forth in the attached Post Coverage Exhibits and are provided for informational purposes only. The Government reserves the right to order up to the maximum quantities set forth in the Schedule regardless of the contents of the Post Coverage Exhibits attached to this contract to address unforeseen requirements such as the addition of new posts/buildings/location and/or expansion of duty hours at existing posts.

c. Each task order issued under this contract will be issued for the actual known service requirements at that time, will be accompanied by a Post Coverage Exhibit and will set forth a ceiling price in the task order Schedule which will be subject to the labor hour provisions found at FAR 52.212-4 (Alternate 1). Contractors will be paid only for services ordered and performed at the established hourly rates as contained in the task orders. The Government has the unilateral right to add, decrease, cancel, or modify services stated in each task order issued at the established unit prices, as long as the change is within the scope of the contract and the associated task order. The cumulative total of all orders issued under the contract shall not exceed the contract maximum price and/or maximum quantities unless and until the Contracting Officer notifies the contractor in writing that the contract maximum price has been increased and specifies in the notice a revised maximum price that shall constitute the maximum price for performance under this contract.

### 04. PRICES

#### **A. Department of Labor (DOL) Wage Determination (WD) and/ or Collective Bargaining Agreement (CBA)**

1. The minimum wage rates and fringe benefits applicable to the contract are outlined in the Department of Labor (DOL) prevailing wage determinations and/or Collective Bargaining Agreement (CBA) incorporated into the contract.
2. The applicable job classification under a DOL prevailing wage determination is Guard II. In the case of a CBA wage determination, the applicable job classification may be specified under a different title. In either case, the applicable job classification reflects the minimum wage rates and fringe benefits that the Contractor must pay to all employees working under the contract.
3. The attached Collective Bargaining Agreement (CBA) is herewith incorporated into the contract and only those provisions recognized as

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allowable wages or fringe benefits under the terms of the Service Contract Act, as incorporated into the contract under FAR Clause 52.222-43, will be subject to adjustment when applicable. Incorporation of the CBA does not authorize price adjustment of all economic terms established in the CBA and is limited only to allowable wages and fringe benefits under the Service Contract Act.

### **B. Contingency Pricing**

1. Contractors shall not include contingency allowances to cover increased costs for which adjustments are provided under Federal Acquisition Regulation (FAR) Clause 52.222-43 – Fair Labor Standards Act and Service Contract Act – Price Adjustments (Multiple Year and Option Contracts)(Sept. 2009).
2. In addition to increases to wages and fringe benefits prescribed by a revised wage determination, including fringe benefits specifically called out in a collective bargaining agreement, FPS may consider increases to other direct costs brought about by the contractor's cost of compliance with the terms of a revised wage determination (e.g. state gross receipts tax). Any price adjustment request associated with such other direct cost(s) must be supported by documentation demonstrating that a contingency covering an increase to the subject cost(s) was not included in the contractor's price proposal accepted by the Government at time of award.
3. For cost/price factors that are subject to variation, but are not subject to adjustment under the provisions above, contractors may factor in contingency allowances.

Note: Increases to Supervisor wages and benefits are not subject to contract price adjustment in the subsequent ordering period periods under FAR 52.222-43(d), unless the Supervisory position is expressly covered under a Collective Bargaining Agreement or DOL Wage Determination. For Supervisor positions that are not subject to contract adjustment under FAR 52.222-43(d), the contractor is permitted to include a reasonable escalation in subsequent ordering periods (periods 1-4), based on the labor market in the geographical area that the effort will be performed.

### **C. Definitions**

1. **Basic Services** – Basic services are the permanent ongoing services specifically included in the task order(s) at time of award or added through modification up to any established maximums identified in the contract. The Government shall order these services using the Basic

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Services Rates specified in the Schedule of Supplies/Services and Prices.

2. **Temporary Additional Services** - During the term of the contract, the Government may have requirements for temporary additional services (TAS) beyond the basic services requirements. TAS are the short term, non-recurring needs for service such as an increase in hours to an existing or subsequently added post to include the weekend where a public demonstration is taking place over the weekend, addition of posts to provide for increased security for special events or high profile visitors to the building, extension of existing post hours in a building to cover seasonal fluctuations (such as at an IRS building during tax season), etc. Should a continuing need for additional service arise, a contract modification will be issued by the government to provide for those services as permanent post locations.

Due to the nature of TAS the Contractor may be required to perform these services with little advance notice. If the Government provides the contractor with more than 72 hours notification to perform TAS, the Government shall issue an order using the basic services rates specified in the Schedule of Supplies/Services and Prices. If the Government provides the contractor with less than 72 hours notification to perform TAS, the Government shall issue an order using the TAS rates specified in the Schedule of Supplies/Services and Prices. If the period of performance for the TAS is expected to exceed 72 hours and the Government provides the contractor with less than 72 hours notification to perform these services, the first 72 hours of performance shall be ordered at the TAS rate specified in the Schedule of Supplies/Services and Prices.

Any hours performed after the initial 72 hour period shall be ordered at the Basic Services rate specified in the Schedule of Supplies/Services and Prices.

In the event anyone other than the Contracting Office or FPS COTR contacts the Contractor to request TAS under this contract, the Contractor shall not proceed with the request but shall notify the FPS COTR and Contracting Officer immediately. Contractors who perform services without proper authorization from the Contracting Officer or FPS COTR shall not be reimbursed for such services.

3. **Emergency Security Services** - The Contractor shall furnish fully qualified PSOs, management, supervision, equipment, supplies and any other cost for sustained emergency surge security force services. Deployments may be to large and small-scale events such as natural disasters, civil disturbances, or other unanticipated events on an as-needed basis. The requirements under the "ESS" Contract Line Item Number (CLIN) shall be ordered for anywhere in the geographic area

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covered under this contract with little, if any, advance notice. The hourly rate for emergency PSO services shall be inclusive of all costs (including, but not limited to, travel costs, per diem, lodging, mileage, and vehicles) directly related to or incidental to providing service at locations the Government will specify when ordered. There will be no "phase-in" period for these requirements. The contractor shall have sufficient, fully qualified staff to meet all requirements ordered under the ESS CLIN at any time. (NOTE: It is possible that the government may order all estimated hours in a single emergency event. The contractor may use reserve forces to fulfill ESS requirements, however, the use of reserve forces to meet ESS requirements will not relieve the contractor of the requirement to maintain a sufficient reserve force to provide all services under the contract to include ongoing Basic Services and TAS requirements.) The requirements ordered under the emergency force service CLIN(s) will be for no more than 120 days of service. Thereafter, provided the Government notifies the Contractor within 30 days before the expiration of the emergency force service task order, any continuing long-term requirements for those same post/locations shall be at the basic hourly rates specified for fixed posts/facilities within the contract.

**4. Continuity of Operations Plan (COOP) Implementation** – The Contractor shall submit a COOP to the Government as a post-award deliverable. The COOP shall identify provisions made for the acquisition of necessary personnel, resources and supplies, if necessary, for continuation of PSO operations in the event of an emergency such as a pandemic (e.g. H1N1 flu virus) until normal operations can be resumed. *It is noted that an event requiring implementation of the COOP may result in a reduction in requirements due to partial or full closure of Government facilities and/or realignment of requirements based on the importance of continued operations at certain Government facilities due to the mission of their tenants or security level.* Actual hours worked by PSO standing posts during such an emergency will be invoiced under the Basic Services CLIN. All other direct costs (ODCs) associated with implementation of the COOP, including but not limited to: overtime, travel and per diem, PPE replenishment, changes to IT/communication systems or devices, and training and certification of additional personnel etc. shall be reimbursed under the Optional COOP Implementation CLIN contained in the Schedule of Supplies/Services and Prices. Since COOP implementation costs cannot be pre-determined at this time, the Government has provided estimates and established Not To Exceed Amounts in the Schedule of Supplies/Services and Prices.

Pursuant to the clause entitled, CONTINUITY OF CRITICAL CONTRACTOR DELIVERABLES [SERVICES] IN THE EVENT OF AN EMERGENCY (October 2009)(tailored), the Government may unilaterally exercise these CLINs in the event of an emergency event. The CLINs will be funded upon exercise and the contractor may invoice for costs

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associated with COOP Implementation up to the Not-to-Exceed Amount specified in Schedule of Supplies/Services and Prices. All reimbursable costs/ODCs must be authorized by the Contracting Officer. Written authorization must be gained prior to incurring costs under this CLIN. Contractors shall provide a cost element breakdown and applicable indirect rates with their request. Reimbursable costs/ODCs must be in conformance with the contractor's approved Continuity of Operations Plan (COOP). Invoices submitted for payment against this CLIN shall be rejected if CO authorization was not previously obtained. The contractor shall invoice 30 days in arrears on a monthly basis during the length of the event.

Other direct costs associated with COOP Implementation shall not exceed the maximum amounts specified in Schedule of Supply/Services and Prices without authorization from the contracting officer.

### **III. PACKING AND MARKING**

#### **01. PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the Contracting Officer's Technical Representative shall be paid by the Contractor.

#### **02. MARKING**

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative shall clearly indicate the contract and task order number for which the information is being submitted.

### **IV. INSPECTION AND ACCEPTANCE**

#### **01. CONTRACTOR'S RESPONSIBILITY**

The Contractor shall provide for all day-to-day supervision, inspection and monitoring of all work performed to ensure compliance with the contract requirements. The results of inspections conducted shall be documented in an inspection report for submission to the Government. The Contractor shall follow through to assure that all Government and Contractor identified defects or omissions in the contract requirements are corrected.

### **V. DELIVERIES OR PERFORMANCE**

#### **01. TERM OF CONTRACT**

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The full term of the contract will be up to five (5) years, if all established optional ordering periods are exercised. The start and end dates for the base ordering period and each optional ordering period will be defined within the resultant contract. Applicable periods of performance will be established in resultant task orders. Established optional ordering periods may be exercised in accordance with FAR 52.217-9 "Option to Extend the Term of the Contract".

### 02. OPTION TO EXTEND SERVICES BEYOND THE TERM OF THE CONTRACT

If it is determined by the Government that award of a successor contract cannot be made to start immediately after the end of the last optional ordering period, the Government shall have the unilateral option of extending the services of this contract for an additional six (6) months beyond the last optional ordering period in accordance with FAR 52.217-8. The price associated with the potential need to exercise the option under FAR 52.217-8 shall be evaluated. Using the Pricing Schedule, the Contractor shall submit unit prices and extended prices (i.e. Unit Price x Estimated Quantity) for the line items entitled, "6 Month Extension Period Pursuant to FAR 52.217-8" under Basic Services, TAS and ESS. The Government will determine whether the price, inclusive of all options (including the options available under FAR 52.217-8), is fair and reasonable, and whether the price of the base period and all option periods (including the option(s) represented by FAR 52.217-8), in combination with the other evaluation factors specified in the solicitation, represents the best value to the Government."

## VI. CONTRACT ADMINISTRATION DATA

**01. SUBMISSION OF INVOICES – Invoices shall be submitted for payment within 30 days after completion of the prior month's services. Invoices shall be submitted via one of the following three methods:**

**A. By mail:**

NPPD-FPS-Region 8

DHS, NPPD  
Burlington Finance Center  
P.O. Box 1279  
Williston, VT 05495-1279  
Attn: FPS Region 8 Invoice

**B. By facsimile (fax): # 802-288-7658**

1. The invoice submission shall include a cover sheet with the contractor's point of contact information and # of pages.

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### C. By e-mail: [NPPDinvoice.consolidation@dhs.gov](mailto:NPPDinvoice.consolidation@dhs.gov)

1. The invoice number and FPS Region 8 shall be annotated in the subject line of the e-mail.
2. Only (1) invoice shall be submitted per e-mail message.
3. The invoice attached to the e-mail shall be in Portable Document Format (PDF)

Invoices submitted by other than these three methods will not be processed and will be returned.

Contractors shall provide an informational copy of each invoice to the Contracting Officer at [redacted] (b)(6) Federal Protective Service, Attention: Gilbert Olivas, PO Box 25266, [redacted] (b)(6) Denver CO 80225-0266 and the Contracting Officer's Technical Representative.

In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (JUNE 2010), the contractor shall annotate “FPS Region 8” on the face of each invoice. Contractors shall submit only one invoice per contract per month unless otherwise authorized by the Contracting Officer. Failure to comply with these submission requirements will result in rejection of the invoice.

## 02. PAYMENTS

- A. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30<sup>th</sup> calendar day after receipt of a proper invoice or date of receipt of services, whichever is later.
- B. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this contract. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this contract and for adjustments for deficiencies in the performance of work. In no event shall contractor invoice or the Government be obligated to pay for any hours in excess of the amount identified within the contract (inclusive of all modifications).
- C. The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Where there are variances between the requirements cited in the task order(s) and the work actually performed (e.g., unmanned posts), the Contractor shall attach a separate sheet to the invoice detailing each instance of a variance. The Contractor shall compute the invoice price to reflect the actual amount of hours performed. Repeated substantiated errors in invoicing may adversely affect the performance assessments assigned

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during the pendency of the contract. Submission of false invoices shall be subject to contractual and legal actions.

D. To verify the monthly payment for productive man-hours, the Contracting Officer's designated representative may compare the labor-hours required in the task order with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor and funded on the task order. If variances are noted between the invoice and the DHS Form 139, the Government will propose a price deduction. For example, if the task order required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the DHS Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

Any inquiries regarding payment shall be directed to the COTR and/or CO.

### 03. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

#### A. Deductions for Failure to Provide Man-hours

1. To compute labor-hour deductions the Contracting Officer's Representative will compare the man-hours reported by the Contractor through the Post Tracking System (PTS)(PTS is further defined in the SOW), with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved Sign-in/Sign-out methods.
2. Reduction at Post – In the event that posted PSOs were released or were not required to report due to weather closure, Presidential declared holiday, or similar unforeseen occurrence, payments will be made only for the hours actually worked.
3. In the event the Contractor reports more hours than are reflected in PTS, on the DHS Form 139, or any other approved Sign-in/Sign-out method, the approved method will prevail. For example: If the weekly report submitted by the Contractor indicates that an employee worked 8 hours and the sign-in/sign-out form shows that employee as having been in the building 5 hours, the 5 hours will prevail and a deduction will be taken for the 3 hours not furnished. In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for labor, deductions will be made at the current base hourly rate.
4. In accordance with SOW, paragraph 9.21, the Government may also assess price deductions for each post hour where services are not rendered accordance to the provisions of the contract (e.g. PSO on post but not properly equipped, certified or licensed)

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5. Use of deductions does not preclude the use of any other remedies. The Government reserves all contractual rights and remedies. Nothing in this section shall be interpreted to allow the contractor to knowingly fail to provide the manpower specified for labor and/or render services that are not in accordance with the provisions of the contract.

### **B. Contractor Use of DHS Form 139, or Approved Alternate**

1. If the Contractor uses DHS Form 139 (Record of Time of Arrival/Departure from Facility) the Contractor will retrieve the forms from each post and submit the reports for the previous week to the COTR every Monday by 10:00 am or as otherwise directed by the COTR. The Contractor shall incorporate and certify that the data contained on the approved sign-in form is accurate, complete and in agreement with the hours presented on their invoice. (Facsimile copies of completed DHS Form 139's may not be used for this purpose.)

## 04. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

### **A. Contracting Officer (CO)**

1. The CO for this RFP and resultant award is: Karl H. Johnson,

(b)(6)

2. Administrative CO(s) will be assigned after award of the order.
3. The CO has the overall responsibility for the administration of the contract. The CO alone is authorized to take action on behalf of the Government to amend, modify or deviate from the contract's terms and conditions; make final decisions on unsatisfactory performance; terminate the contract or task order for convenience or cause; and issue final decisions regarding questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

### **B. Contracting Officer's Technical Representative (COTR)**

1. The COTR for the order is: Ms. Krista Strimpel,

(b)(6)

(b)(6)

2. The COTR is designated to assist the CO in the discharge of his or her responsibilities when he or she is unable to be directly in touch with the task order work. In the event that the COTR is absent or unavailable,

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another COTR Alternate will be designated. The responsibilities of the COTR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the contract, acting as the Government's representative in charge of work at the site(s); ensuring compliance with the contract requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.

3. After award of the contract or task order, the CO will issue a written Delegation of Authority memorandum to the COTR that details the scope of duties the COTR is authorized to perform and manage. The COTR shall not make any decisions regarding the performance of the work under the order except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.

4. The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not part of the contract or the COTR assumes duties not designated in the memorandum. The CO will then make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.

### VII. SUPPLEMENTAL CONTRACT CLAUSES

The following clauses from the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) are incorporated into this contract.

#### 01. FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements – Commercial Item Acquisition	FEB 2007

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52.223-6	Drug-Free Workplace	MAY 2001
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran	SEP 2010
52.232-18	Availability of Funds	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-15	Stop Work Order	AUG 1989
52.245-1	Government Property	AUG 2010
52.245-9	Use and Charges	AUG 2010
3052.211-70	Index for Specifications	DEC 2003
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	DEC 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	DEC 2003
3052.228-70	Insurance	DEC 2003
3052.242.71	Dissemination of Contract Information	DEC 2003
3052.242-72	Contracting Officer's Technical Representative	DEC 2003
3052.245-70	Government Property Reports	AUG 2008

### 02. THE FOLLOWING CLAUSES ARE INCORPORATED BY FULL TEXT

#### 52.209-9 – Updates of Publicly Available Information Regarding Responsibility Matters. (Jan 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)

(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)

(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

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(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

### FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through five years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than less than \$0.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of 127,378.50 hours;

(2) Any order for a combination of items in excess of 127,378.50 hours; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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### FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after July 31, 2018.

### MINIMUM and MAXIMUM QUANTITIES

In accordance with paragraph (b) of the "Indefinite Quantity" clause, the guaranteed minimum amount to be ordered under this contract is \$1,735,459 worth of orders at the established unit price(s). The contract maximum is the total awarded price, inclusive of all options.

### FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor at least 15 calendar days before the contract expires.

### FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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(a) The Government may extend the term of this contract by written notice to the contractor at least 30 days before the contract expires; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including exercise of any options under this clause, shall not exceed five years.

### **52.222-40 – Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)**

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the national Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

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- (3) Downloaded from the Office of Labor-management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or
- (4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.
- (c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4 Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.
- (f) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
- (2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.
- (3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.
- (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

### **FAR 52.223-1 -- Biobased Product Certification (Dec 2007)**

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department

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of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

### **FAR 52.223-2 -- Affirmative Procurement of Biobased Products Under Service And Construction Contracts. (Dec. 2007)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 et seq.). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement requirement for the application of the USDA-designated item to one or both of the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.usda.gov/biopreferred>.

### **FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only.*

*It is not a Wage Determination.*

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EMPLOYEE CLASS	HOURLY MONETARY WAGE	% OF BASIC HOURLY RATE AS FRINGE BENEFITS
Guard II	\$15.00	36.25%

SICK LEAVE REQUIRED BY LAW:

13 days of sick leave per year

PAID HOLIDAYS PROVIDED BY LAW:

- 1 New Year's Day
- 2 President's Day
- 3 Martin Luther King's Birthday
- 4 Memorial Day
- 5 Independence Day
- 6 Labor Day
- 7 Columbus Day
- 8 Veterans Day
- 9 Thanksgiving Day
- 10 Christmas

VACATION OR PAID LEAVE AS REQUIRED BY LAW:

(1) Two (2) hours of annual leave each week for an employee with less than three (3) years of service.

(2) Three (3) hours of annual leave each week for an employee with three (3) but less than 15 years of service.

(3) Four (4) hours of annual leave each week for an employee with 15 or more years of service.

**HSAR 3052.209-76 PROHIBITION ON FEDERAL PROTECTIVE SERVICE GUARD SERVICES CONTRACTS WITH BUSINESS CONCERNS OWNED, CONTROLLED, OR OPERATED BY AN INDIVIDUAL CONVICTED OF A FELONY (DEC 2009)**

(a) Prohibitions. Section 2 of the Federal Protective Service Guard Contracting Reform Act of 2008, Public Law 110-356, generally prohibits the Department of Homeland Security from entering into a contract for guard services under the Federal Protective Service (FPS) guard services program with any business concern owned, controlled, or operated by an individual convicted of a serious felony.

(b) Definitions. As used in this clause:

*Business concern* means a commercial enterprise and the people who constitute it.

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*Felony* means an offense which, if committed by a natural person, would be punishable by death or imprisonment for a term exceeding one year.

*Individual* means any person, corporation, partnership, or other entity with a legally independent status.

*Convicted of a felony* means any conviction of a felony in violation of state or federal criminal statutes, including the Uniform Code of Military Justice, whether entered on a verdict or plea, including a plea of nolo contendere, for which a sentence has been imposed.

(c) A business concern that is owned, controlled, or operated by an individual who has been convicted of any felony, and that wishes to submit a bid, proposal, or other offer on a solicitation to obtain a FPS contract for guard services, must submit with its offer an award request as specified in paragraph (d) of this clause.

(1) A financial, voting, operational, or employment interest in the business concern of the individual's spouse, child, or other family member, or person with whom the individual shares his or her household, will be imputed to the individual in determining whether the individual owns, controls, or operates a business concern.

(2) An individual owns, controls, or operates a business concern by fulfilling or holding the following types of roles or interests with respect to the business concern:

(i) Director or officer, including incumbents of boards and offices that perform duties ordinarily performed by a chairman or member of a board of directors, a secretary, treasurer, president, a vice president, or other chief official of a business concern,

including Chief Financial Officer, Chief Operating Officer, or Chief contracting official.

(ii) Officials of comparable function and status to those described in paragraph (c)(2)(i) of this clause as exist in partnerships of all kind and other business organizations, including sole proprietorships.

(iii) A general partner in a general or limited partnership.

(iv) An individual with a limited partnership interest of 25% or more.

(v) An individual that has the:

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(A) Power to vote, directly or indirectly, 25% or more interest in any class of voting stock of the business concern;

(B) Ability to direct in any manner the election of a majority of the business concern's directors or trustees; or

(C) Ability to exercise a controlling influence over the business concern's management and policies.

(3) Generally, the existence of one or more of the roles or interests set forth in paragraph (c)(2) of this clause, including roles or interests attributed to the individual, will be sufficient to determine that the individual owns, controls or operates the business concern. However, specific facts of the case may warrant a different determination by Government in light of all of the facts and circumstances. Conversely, ownership, control, or the ability to operate the business concern, if it exists in fact, can be reflected by other roles or interests, and the offeror or contractor should reveal the existence of felony convictions if there is doubt as to whether the individual owns, controls or operates the business concern.

(d) Award request.

(1) A business concern owned, operated or controlled by an individual convicted of any felony may submit an award request to the Contracting Officer. The basis for such request shall be either that the subject felony is not a serious felony as defined in (HSAR) 48 CFR 3009.171-5; that such individual no longer owns, controls or operates the business concern; or that commission of the serious felony no longer calls into question the individual or business concern's integrity or business ethics and that an award would be consistent with the mission of FPS. The business concern shall bear the burden of proof for award requests.

(2) If the Contracting Officer in his or her sole discretion, is unable to affirmatively determine that the subject felony is not a serious felony as defined in (HSAR) 48 CFR 3009.171-5 or that such individual no longer owns, controls or operates the business concern, then the Contracting Officer shall deny the award request.

(3) The Head of the Contracting Activity has sole discretion to approve an award request.

(4) A copy of the award request with supporting documentation or a copy of a previously approved award request shall be attached with the bid or proposal.

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(5) An award request shall contain the basis for the request (i.e., that the subject felony is not a serious felony as defined by this regulation; that the convicted individual does not or no longer owns, controls or operates the business concern; or that the commission of a serious felony no longer calls into question the individual or business concern's integrity or business ethics and that an award would be consistent with the mission of FPS). The award request shall contain, at a minimum, the following information:

(i) Name and Date of Birth of Individual Convicted of a felony.

(ii) A full description of which roles or interests indicate that the individual owns, controls, or operates or may own control or operate the business concern.

(iii) Date sentenced.

(iv) Statute/Charge.

(v) Docket/Case Number.

(vi) Court/Jurisdiction.

(vii) The nature and circumstances surrounding the conviction.

(viii) Protective measures taken by the individual or business concern to reduce or eliminate the risk of further misconduct.

(ix) Whether the individual has made full restitution for the felony.

(x) Whether the individual has accepted responsibility for past misconduct resulting in the felony conviction.

(6) Upon the request of the Contracting Officer, and prior to contract award, in addition to information described in paragraph (d)(5) of this clause, the business concern must provide such other documentation as is requested by the Contracting Officer to use in determining and evaluating ownership, control, or operation; the nature of the felonies committed; and such other information as is needed to make a decision on whether award should be made to the offeror under the Federal Protective Service Guard Contracting Reform Act of 2008. The refusal to timely provide such documentation may serve as grounds to preclude contract award.

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(e) (1) Privacy Statement. The offeror shall provide the following statement to any individual whose information will be submitted in an award request pursuant to (d)(5) and (6) of this clause.

(2) Privacy Notice. The collection of this information is authorized by the Federal Protective Service Guard Contracting Reform Act of 2008 (Pub. L. 110-356) and Department of Homeland Security (DHS) implementing regulations at Homeland Security Acquisition Regulation (HSAR) 48 CFR 3009.171. This information is being collected to determine whether an individual that owns, controls, or operates the business concern submitting this offer has been convicted of a felony that would disqualify the offeror from receiving an award. This information will be used by and disclosed to DHS personnel and contractors or other agents who require this information to determine whether an award request should be approved or denied. Additionally, DHS may share this personal information with the U.S. Justice Department and other Federal and State agencies for collection, enforcement, investigatory, or litigation purposes, or as otherwise authorized. Submission of this information by the individual is voluntary, however, failure to provide it may result in denial of an award to the offeror. Individuals who wish to correct inaccurate information in or to remove their information from an offer that has been submitted should contact the business concern submitting the offer and request correction. Should individuals seek to correct inaccurate information or remove their information from an offer that has been submitted in response to a solicitation for FPS guard services prior to contract award, an authorized representative of the business concern submitting the offer must contact the contracting officer of record and request that the firm's offer be formally withdrawn or submit a correction to the award request. After contract award, it is recommended that an authorized representative of the business concern that submitted the inaccurate or erroneous information contact the contracting officer of record. The contracting officer will handle such requests on a case by case basis.

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

It is not a business concern owned, controlled, or operated by an individual convicted of a felony.

It is a business concern owned, controlled, or operated by an individual convicted of a felony, and has submitted an award request pursuant to paragraph (d) of this clause.

(g) If an award request is applied for, the offeror shall attach the request with supporting documentation, to the bid or proposal. The supporting documentation may include copies of prior award requests granted to the offeror.

(h) The notification in this paragraph applies if this is an indefinite delivery/indefinite quantity contract, blanket purchase agreement, or other contractual instrument that may result in the issuance of task orders, calls or option to extend the terms of a contract. The Contractor must immediately notify the Contracting Officer in writing upon any felony conviction of personnel who own, control or operate a business concern as defined in paragraph (c) of this clause at any time during the performance of this contract. Upon notification of a felony conviction the Contracting Officer will review and make a new

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determination of eligibility prior to the issuance of any task order, call or exercise of an option.

(End of clause

### 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

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

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

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(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where

### **HSAR 3009.108-7005 Clause. (DEVIATION)**

(a) When Section 743 of Division D of Pub. L. 111-8, Section 743 of Division D of Pub. L. 110-161, or a subsequent appropriation act is in effect with the same contracting prohibition; insert the provision (FAR) 48 CFR [52.209-2](#).

(b) In the event that Section 743 of Division D of Pub. L. 111-8, Section 743 of Division D of Pub. L. 110-161, or successor legislation is no longer in effect with the contracting prohibition, insert the provision (HSAR) 48 CFR [3052.209-70](#), Prohibition on Contracts with Corporate Expatriates, in effect on June 30, 2009, in all solicitations and contracts.

### **FAR 52.209-2-Prohibition On Contracting With Inverted Domestic Corporations--Representation (Jul 2009)**

(a) *Definition.* "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

## SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

### **INSURANCE REQUIREMENT**

Pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation (Jan 1997):

a. Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. Automobile liability insurance, written on the comprehensive form of policy, is required in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

Note: **"The United States of America, acting by and through the Federal Protective service"** shall be named as an additional insured for general liability.

b. The coverage specified below, pursuant to FAR 28.207, reflects the minimum insurance required.

#### (1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

#### (2) GENERAL LIABILITY

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The contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence and \$50,000 per occurrence for property damage.

### (3) AUTOMOBILE LIABILITY

The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

### (4) HAZARDOUS MATERIALS

Hazardous Materials - Catastrophic Insurance - Occurrence Type Insurance. The Contractor shall carry occurrence insurance to cover claims involving the removal, transportation, and disposal of the asbestos and or PCB materials and contaminated removal equipment. The coverage shall be a minimum of \$1,000,000 per occurrence for all projects. This insurance coverage shall survive the period of performance of this contract and beyond until such time as is reasonable that a claim may arise out of the work that was performed, all materials and hardware so contaminated are satisfactorily placed in the ultimate disposal facility or incinerated and compliance with all legal and environmental requirements have been accomplished.

Note: Paragraph (4) above applies only if asbestos and /or PCB materials are removed, transported or disposed of.

- c. The Contractor selected for award shall be required to submit satisfactory evidence of insurance prior to being permitted to commence work.

### **CONTINUITY OF CRITICAL CONTRACTOR DELIVERABLES [SERVICES ] IN THE EVENT OF AN EMERGENCY (October 2009)(tailored)**

1. The contractor shall submit to the contracting officer and COTR a contingency and continuity of operations plan (the "Plan") for providing uninterrupted mission critical contract deliverables [for services] in the event of an H1N1 epidemic or other emergency, within the time specified, and covering the minimum requirements specified , at Section 3.5 of the Statement of Work.

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2. The contracting officer has identified all or a portion of the contract deliverables [services] under this contract as critical contract deliverables [services] in support of mission critical functions. The contractor-provided deliverables that have been determined to be critical contractor services in support of mission critical functions are listed in the Post Exhibits which are provided as an Attachment to this contract. *(It is noted that an event requiring implementation of your Plan may result in a reduction in requirements specified in the Post Exhibits due to partial or full closure of Government facilities and/or realignment of requirements specified in the Post Exhibits based on the importance of continued operations at certain Government facilities due to the mission of their tenants or security level.)*
3. The contractor recognizes that the contract deliverables [services] under this contract are vital to the Government and must be continued without interruption. In the event the contractor anticipates not being able to perform due to any of the causes enumerated in the excusable delay clause of this contract, the contractor shall notify the contracting officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.
4. The Government reserves the right in such emergency situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for critical contractor deliverables [services]. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR Subpart 18 and HSAM 3018 respectively or any other subsequent emergency guidance issued.
5. Implementation of the Plan is exercisable as an option in the event of an emergency at the amounts specified in or reasonably determinable from the terms of the basic contract, or the contract as modified.
6. In the event implementation of the contractor's Plan is exercised by the Government, all reimbursable costs/ODCs must be authorized by the Contracting Officer via the COTR prior to incurring such costs.
7. This clause shall be included in subcontracts for the critical deliverables [services].

### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Aug 2011)**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).  
\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)  
(Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

(7) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(8) [52.219-3](#), Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) ([15 U.S.C. 657a](#)).

(9) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

(10) [Reserved]

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- \_X\_ (11)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-6](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-6](#).
- \_\_\_ (12)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_\_\_ (13) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (14)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- \_X\_ (15) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (16) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (17)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).
- \_\_\_ (18) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)). ).
- \_\_\_ (19) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_\_ (20) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- \_X\_ (21) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).

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- (22) [52.219-29](#) Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- (23) [52.219-30](#) Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- (24) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (25) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- (26) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (27) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (28) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- (29) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (30) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (32) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989).
- (33)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- (34) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (35)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of [52.223-16](#).
- (36) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

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\_\_\_ (37) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

\_\_\_ (38)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (Jan 2004) of [52.225-3](#).

\_\_\_ (iii) Alternate II (Jan 2004) of [52.225-3](#).

\_X\_ (39) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_X\_ (40) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (41) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (42) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (43) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (44) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_X\_ (45) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

\_\_\_ (46) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

\_\_\_ (47) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

\_\_\_ (48) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (49)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in

## SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS

this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

  X   (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

  X   (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

  X   (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

     (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

     (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).

     (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

     (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

     (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the

## SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS

settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

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(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## **SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS**

### **SECTION D – LIST OF CONTRACT DOCUMENTS, EXHIBITS or ATTACHMENTS**

- Statement of Work (Attachment 1)
- Exhibits (Attachment 2)
- AEPS Technical Proposal (Attachment 3)
- Department of Labor Wage Determination(s) (Attachment 4)

**STATEMENT OF WORK**  
**Protective Security Force Service Requirements**

**Federal Protective Service**  
**U.S. Department of Homeland Security**

**OCTOBER 2011**

**Protective Security Force Service Requirements  
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# **1 Introduction**

## **1.1 General Information**

1.1.1 This is a Statement of Work (SOW) for [Department of Homeland Security](#) (DHS), [Federal Protective Service](#) (FPS) to provide Protective Security Officer (PSO) services throughout

area of operations, as described in Post Exhibit 1. FPS considers

PSO positions equivalent to [Department of Labor](#) (DOL) labor category Guard II. [Occupational Safety and Health Administration](#) (OSHA) considers PSO positions as First Responders Awareness Level ([CFR 1910.120\(q\)\(6\)\(i\)](#)).

1.1.2 Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, files and any other resources necessary to accomplish PSO services as described and required within this SOW and any revisions to SOW as specified in contract modifications.

1.1.3 Contractor shall work in coordination with FPS to execute requirements and meet standards identified within this contract.

1.1.4 Where Government identifies and references specific Solicitation/Contract Section numbers, that reference refers to that Section in its entirety, including every subsection having same number prefix. For example, a reference to requirements of this SOW under Section 6 includes all of Section 6 through last subsection identified with a prefix of “6”.

1.1.5 References to United States citizenship and locations include those areas designated as territories and/or commonwealths.

## **1.2 Federal Protective Service**

1.2.1 FPS is the law enforcement and security element for National Protection and Programs Directorate ([NPPD](#)). FPS is responsible for safeguarding federally owned and/or leased assets, while providing a secure environment for visitors and Federal agencies to conduct business.

1.2.2 PSOs perform an exceptionally crucial role in support of FPS missions and are typically the first contact for visitors within a Federal facility. In this exceedingly visible role, PSOs serve as a vital defense-in-depth measure. Security Force Contractors and their employees must realize the magnitude of their responsibility and continuously perform their duties in a courteous and professional manner, in full compliance with this SOW.

### 1.3 Acronyms

This Solicitation/Contract contains numerous acronyms. Upon introduction of a new term, an acronym will appear in parentheses. Below is a list of acronyms that appear in this Solicitation/Contract:

AED	Automatic External Defibrillator
CFR	Code of Federal Regulations
CM	Contract Manager
CO	Contracting Officer
COOP	Continuity of Operations
COTR	Contracting Officer's Technical Representative
CPR	Cardiopulmonary Resuscitation
DHS	Department of Homeland Security
DOD	Department of Defense
DOE	Department of Energy
DOL	Department of Labor
DSS	Defense Security Service
EOD	Entry on Duty
e-QIP	electronic Questionnaires for Investigation Processing
e-Verify	employment eligibility Verification System
ESS	Emergency Security Services
FAR	Federal Acquisition Regulation
FMR	Federal Management Regulation
FOUO	For Official Use Only
FPS	Federal Protective Service
GED	General Equivalency Diploma
HSAR	Homeland Security Acquisition Regulation
ICE	Immigration and Customs Enforcement
LES	Law Enforcement Sensitive
OPM	Office of Personnel Management
OSHA	Occupational Safety and Health Administration
NIOSH	National Institute for Occupational Safety and Health
NISPOM	National Industrial Security Program Operating Manual
NPPD	National Protection and Programs Directorate
NRC	Nuclear Regulatory Commission
PIV	Personal Identity Verification
PSO	Protective Security Officer
PTS	Post Tracking System
SAMHSA	Substance Abuse and Mental Health Services Administration
SBU	Sensitive But Unclassified
SGIM	Security Guard Information Manual
SOW	Statement of Work
SSBI	Single Scope Background Investigation
SUPV	Supervisor

## **1.4 Federal Management Regulations and Other Applicable Documents**

1.4.1 Government regulations and FPS policies contain basic procedures for operation, maintenance, and protection of property. Contractor will use regulations and procedures outlined within this contract.

1.4.2 Contracting Officer (CO) will notify Contractor of new or revised regulations, directives, and/or requirements, when applicable, via contract modifications.

1.4.3 Contracting Officer's Technical Representative (COTR) shall furnish Post Desk Book, containing complete duty instructions for each post. Post Desk Book shall remain on Government property. Contractor and contract employees shall not reproduce, in any manner, any content of a Post Desk Book, unless specifically authorized in writing by COTR.

1.4.4 Contractor shall furnish a separate loose-leaf binder for each post, to maintain Contractor-related information/policies/directives.

1.4.5 Post Desk Book, Post Orders, Operational memorandums, directives, or other supplemental information may be identified and marked as; For Official Use Only (FOUO), Sensitive But Unclassified (SBU), and/or Law Enforcement Sensitive (LES), information. Contractor and contract employees shall safeguard this type of information appropriately and shall not disclose to individuals outside of PSO community.

1.4.6 [Federal Management Regulation](#) (FMR) 41 [Code of Federal Regulations](#) (CFR) 102-74 regulates allowable conduct of persons entering in or on property under charge and control of [General Services Administration](#). Placards citing [FMR 41 CFR 102-74](#) are posted at applicable locations.

## **1.5 Security Guard Information Manual (SGIM)**

1.5.1 SGIM handbook contains information PSOs must read and be familiar with prior to assuming duties under this contract.

1.5.2 COTR shall provide Contractor one electronic copy of SGIM at post award meeting, held shortly after contract award.

1.5.3 Contractor shall be responsible for photocopying SGIM Handbook for PSOs, at no cost to Government.

## **2 Contract Transition**

### **2.1 Phase-In**

2.1.1 A smooth and orderly transition between Contractors is necessary to assure minimum disruption to vital Contractor services and Government activities. Government will consider no less than a minimum of 90 days and no more than 180 days maximum for start up, from contract award date to performance start date.

2.1.2 If Contractor intends to recruit existing workforce, they shall not disrupt official Government business or interfere with assigned duties of current contract employees.

2.1.3 Contractor may announce assumption of services date, distribute business cards, employment applications, brochures, and other company information to current contract employees, if done so without interfering with assigned duties; (e.g., during “off hours” or during breaks or meal periods),

2.1.4 Contractor shall not interview, recruit, schedule interviews, or conduct extensive discussions with current contract employees while they are on duty.

2.1.5 Contractor shall provide weekly transition status report during transition period to address items specified in Section 3.2.

### **2.2 Phase-Out of Contract and Continuity of Services**

2.2.1 Contractor shall provide a list of current contract employees with suitability and certification expiration dates, and employee seniority list, when requested by COTR.

2.2.2 Contractor shall provide personnel records, including but not limited to, training, medical, suitability, and security records to incoming-Contractor, at least 60 days prior to expiration of current contract.

2.2.3 Contractor noncompliance of Section 2.2.2, may negatively impact exit performance evaluation and FPS may withhold final payment until resolved.

### **2.3 Conferences and Meetings**

2.3.1 Contractor will be required to attend a government-scheduled post award meeting after contract award, but prior to start of performance.

2.3.2 Contractor will participate in a post award meeting; this meeting will encompass an in-depth review of contract requirements and Contractor’s Transition Plan.

2.3.3 During performance of contract, CO, COTR, and Contractor will meet, at a minimum, annually to discuss and resolve relevant contract issues.

2.3.4 Contractor will prepare written minutes for all meetings, to include signature blocks for Contractor and CO and provide written minutes within seven calendar days after meeting date. CO will maintain a copy of minutes in contract file.

2.3.5 Should Government not concur with minutes as prepared, Government will provide a written memorandum identifying areas for clarification and/or disagreement within seven calendar days after receipt of minutes. These memorandums will be attached to corresponding meeting minutes.

### **3 Plans**

#### **3.1 General**

3.1.1 Each plan submitted in accordance with Section 3, is subject to Government review, approval, and acceptance. Government reserves right to request revision(s) to submitted plan(s) if they do not adequately address and/or are not effective in meeting minimum contract requirements.

#### **3.2 Transition Plan**

3.2.1 Contractor shall provide a transition plan to CO and COTR within seven calendar days after contract award, and weekly status and progress reports detailing transition. At a minimum, Plan shall address:

##### **3.2.1.1 Staffing**

- Staffing Levels
- Process for transitioning predecessor employees (if applicable)
- Recruitment of new employees
- Strategy for providing post coverage during breaks and meal periods
- Reserve Force implementation
- Emergency Security Service (ESS) implementation
- Supervisory Plan implementation
- Key Personnel to include resumes and contact information
- Roles of management and administrative personnel
- Organizational chart

##### **3.2.1.2 Communications**

- Methods
- Protocols
- Equipment

##### **3.2.1.3 Inventory & Equipment**

- Maintenance
- Accountability
- Weapons
- Ammunition

##### **3.2.1.4 Detailed Calendar**

- Daily and weekly transition events throughout transition period
- Procurement timeline for equipment and uniforms

#### 3.2.1.5 Status & Progress Reports

- Applications
- Staffing
- Permits, Licenses, and Registrations
- Personnel clearances
- Transition events
- Equipment and uniform purchases

### **3.3 Training Plan**

3.3.1 Contractor shall be responsible for providing CO and COTR a Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after contract award.

3.3.2 Plan shall address:

- Strategy for meeting training requirements, to include any assumptions made by Contractor for timely scheduling of Government-provided training
- Proposed Training and Qualifications Schedules
- Weapons transition training (if applicable)
- Locations
- Coordination with FPS
- Class staffing levels
- Sources of Third Party training
- Sources of training equipment

### **3.4 Quality Control Plan**

3.4.1 Contractor shall provide CO and COTR a detailed Quality Control Plan within 15 calendar days after contract award.

3.4.2 Contractor's Quality Control Plan shall address:

- Type, level, and frequency of Contractor's Quality Control actions
- Inspection checklists
- Reward and incentive programs
- Discipline procedures
- Deficiencies reported to COTR
- Reports

### **3.5 Contingency and Continuity of Operations (COOP) Plan**

3.5.1 Contractor shall provide CO and COTR a detailed COOP Plan within 15 calendar days after contract award.

3.5.2 COOP Plan shall identify provisions made for acquisition of personnel, resources, and/or supplies, if necessary, for continuity of Government-contracted operations, until resumption of normal operations.

3.5.3 COOP Plan must, at a minimum, address and identify:

- Identifying and tracking emergencies and pandemics
- Tracking impact of emergencies and pandemics on workforce
- Compliance with applicable OSHA regulations
- Realignment and augmentation of resources to ensure meeting of Contractual Requirements to Include:
  - Challenges associated with maintaining PSO services during an extended emergency event, such as a pandemic that may occur in repetitious waves
  - Any time lapse associated with initiation of acquisition of necessary personnel, resources, and/or supplies and their actual availability on site
  - Components, processes, and requirements for identification, training, and preparedness of contractor personnel who are capable of relocating to alternative facilities
  - Prioritization and deployment of a limited or dwindling workforce
  - Educating and protecting of workforce to minimize operational impacts
  - Acquisition, storage, and distribution of personal protective equipment
- Communication with workforce and Government, to include:
  - Any established alert and notification procedures for mobilizing identified “critical Contractor service personnel”
  - Approach for communicating expectations to employees regarding their roles and responsibilities during an emergency
  - Any associated changes needed to Contractor’s information technology infrastructure to support contract in an emergency

## **4 Authority and Jurisdiction, Permits, Licenses, and Adherence to Laws**

### **4.1 General Information**

4.1.1 Contractor must obtain, renew, and possess required licenses and permits as specified under this contract and applicable federal, state, and/or local regulating agencies.

4.1.2 Contractor shall NOT seek Government assistance or interference in receipt of legally required licenses and permits.

4.1.3 Contractor shall furnish a legible copy of required licenses and permits and provide any revised licenses or permits, (excluding permits and licenses issued to individual contract employees) to COTR, prior to any PSO standing post and provide any revised licenses or permits during contract term.

4.1.4 Contractor shall NOT impede or impose on outgoing-Contractor, in place, licenses and permits. FPS will not recognize transition of existing licenses and permits to Contractor until commencement of post staffing.

4.1.5 Contractor must obtain required licenses and permits for company and/or contract employees prior to PSOs standing post; not completing these actions could result in adverse actions, to include Termination for Default or default as applicable.

4.1.6 Contractor must maintain valid licenses and permits throughout contract period; not completing these actions could result in adverse actions, including but not limited to, Termination for Default or default as applicable. FPS will consider PSOs standing post without valid licenses and permits as an "open" post.

4.1.7 CO, COTR, and other authorized Government personnel shall have express authority to examine, upon request, all licenses and permits at any time during contract period.

4.1.8 Contractor shall complete, certify, and maintain records (electronic/scanned or paper) that show names and issue dates for each contract employee having required licenses, permits, training, and certifications.

4.1.9 False statements, certification, or falsification of any documents required in this contract by Contractor, Contract Manager, or any contract employee shall be punishable under [U.S. Code Title 18, Chapter 47, Section 1001, Fraud and False Statements](#). Government may initiate investigations by its Office of Inspector General or regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or may take contractual remedies, up to and including Termination for Default. Under no circumstances, whatsoever, will Government tolerate falsification of required documents.

## **4.2 State and Local Requirements**

4.2.1 Contractor shall obtain, possess and maintain state and/or local requirements, except where precluded by local law or ordinance, prior to commencement of work under this contract, to include:

4.2.1.1 Business and corporate licenses to operate as a commercial security service.

4.2.1.2 Official bond(s) and insurance, and pay any fees or costs involved or related to authorization for arming employees engaged in armed security officer services.

4.2.1.3 Licenses and permits for employees to be armed and have authority to detain person(s) suspected of committing crimes.

4.2.2 Contractor shall adhere to minimum age requirements set forth by Federal, state and/or local laws. If minimum age exceeds contract minimum age requirement of 21 years of age, Federal, state and/or local law shall take precedence over contract requirement.

## **4.3 Carriage of Licenses and Permits**

4.3.1 PSOs shall carry original or photocopy of firearm licenses/permits on their person while traveling to/from duty station and on duty, when required by local or state law.

4.3.2 PSOs who do not have valid firearm license/permit in their possession or cannot produce one, when requested, shall be removed from post immediately. Contractor will be notified immediately and a request for remedy will be initiated. PSO may return to post once valid firearm licenses/permits are produced. Post will be considered "open" during period of non-compliance.

4.3.3 PSOs are authorized to travel to and from duty stations armed, with assigned duty weapon(s), unless prohibited by law.

## **4.4 Licensing Fees**

4.4.1 Contractor must pay all costs and fees associated with applying for, receiving and maintaining permits and licenses throughout the contract, including payment of all costs and fees for contractor employees who are required by federal, state or local regulating agencies to individually apply for licenses/permits.

4.4.2 Where federal, state, or local regulating agencies require contract employees to individually apply and pay for licenses/permits, Contractor shall reimburse employees for all costs and fees associated with obtaining required licenses/permits.

## **5 Qualifications of Personnel**

### **5.1 General Information**

5.1.1 Contractor shall ensure that no person who is an illegal or an undocumented alien is employed as a PSO under this contract.

5.1.2 To be eligible to perform under this contract, PSOs must meet following requirements:

5.1.2.1 Be a citizen of the United States of America, including U.S. territories and/or commonwealths. COTR may approve Lawful Permanent Residents who are currently members of U.S. armed services (Reserves or National Guard) or who possess an Honorable Discharge from a U.S. Military component.

5.1.2.2 Have been issued an approved Social Security Card by [Social Security Administration](#).

5.1.2.3 Received, at minimum, either a high school diploma or General Equivalency Diploma from an accredited institution recognized by U.S. [Department of Education](#).

5.1.2.4 Meet at least *one* experience/education levels listed below:

5.1.2.4.1 Three years of security experience within past five years

5.1.2.4.2 Three years of military or National Guard (active duty or reserve)

5.1.2.4.3 Successful completion of a state certified Law Enforcement Education and Training or Police Officer's Standard Training course

5.1.2.5 PSOs shall fluently speak, read, comprehend, and compose coherent written reports in English. Government may require PSOs to possess proficiency in a specific language for certain posts and will indicate this requirement in Post Exhibit (Exhibit 1).

5.1.2.6 PSOs must complete (sign/date) a Lautenberg Amendment Statement/Domestic Violence certification annually. [Lautenberg Amendment, 18 U.S.C. § 922\(g\) \(8\) and \(9\)](#).

### **5.2 Medical and Physical Qualifications**

#### **5.2.1 General Information**

5.2.1.1 Contractor shall ensure PSOs working under this contract meet medical and physical requirements described in sections below.

5.2.1.2 Contractor is responsible for ensuring PSOs are able to perform essential functions described in this SOW, with any reasonable accommodation. If PSO alleges he/she has a disability and requires reasonable accommodation to perform essential job functions, it is sole responsibility of Contractor to discuss reasonable accommodations with PSO and to decide what accommodation, if any, to provide at its own expense. COTR shall review all reasonable accommodation documentation to ensure completeness and compliance with contract.

5.2.1.3 Contractor, not Government, is responsible for complying with provisions of Americans with Disabilities Act of 1990 ([42 USC 12101-12213](#)), Rehabilitation Act of 1973 ([29 USC 790-794](#)), and applicable OSHA Occupational Safety and Health Standards ([29 CFR 1910](#)).

## 5.2.2 Medical Standards

5.2.2.1 Contractor shall require PSOs to undergo a pre-employment medical/physical examination and every three years thereafter. A licensed physician shall administer examinations and document results on Medical Questionnaire (Exhibit 7).

5.2.2.2 Contractor shall ensure a licensed physician fully and accurately completes Sections 2 and 3 of PSO Medical Questionnaire, as based on medical standards and essential job functions set forth under this contract. PSOs must meet health certification requirements listed in PSO Medical Questionnaire.

5.2.2.3 PSOs must meet following medical standards:

5.2.2.3.1 **Vision:** Applicant must have binocular vision and must not test less than 20/30 (Snellen). An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level is medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Number 2 or equivalent type and size letter at a distance of no less than 12 inches on a standard Jaeger chart. Applicant must have normal color vision.

5.2.2.3.2 **Hearing:** Applicant average hearing at 500, 1000, 2000, and 3000 Hertz (Hz) must be less than or equal to 25 decibels. Applicant hearing at 4000 and 5000 Hz must be less than or equal to 45 decibels. If there is a difference in hearing between applicant's ears (in excess of 15 decibels at 500-3000 Hz range or in excess of 30 decibels at 4000-5000 Hz range), Applicant must receive a test for sound localization. Applicant shall not have ear disorders affecting equilibrium. Applicant may use a hearing aid.

5.2.2.3.3 **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with an individual's ability to speak is a disqualifying factor.

5.2.2.3.4 **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and an individual's safe and efficient job performance is a disqualifying factor. Applicant aerobic capacity is a minimum 9 MET or 31.5 ml/kg min VO<sub>2</sub> Max.

**5.2.2.3.5 Chest and Respiratory System:** Individual must have a healthy respiratory system and receive an evaluation and clearance for use of disposable particulate respirators meeting [N95 standards](#) as established by National Institute for Occupational Safety and Health (NIOSH). Any disease or condition that interferes with respiratory function and an individual's safe and efficient job performance is a disqualifying factor.

**5.2.2.3.6 Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and an individual's safe and efficient job performance is a disqualifying factor.

**5.2.2.3.7 Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with an individual's safe and efficient job performance is disqualifying.

**5.2.2.3.8 Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect an individual's safe and efficient job performance is a disqualifying factor.

**5.2.2.3.9 Musculoskeletal System:** Any condition that adversely impacts on an individual's movement, agility, flexibility, strength, dexterity, coordination, or ability to accelerate, decelerate, or change directions, and that is likely to adversely affect an individual's safe and efficient performance of duties, is a disqualifying factor.

**5.2.2.3.10 Hematology System:** Any hematological condition characterized as chronic, caused a hematological crisis, or adversely impacts an individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.

**5.2.2.3.11 Neurological Systems:** Any disease or condition that interferes with an individual's central or peripheral nervous system function and that is likely to adversely affect safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.

**5.2.2.3.12 Psychiatric Disorders:** Any disorder that affects an individual's judgment, cognitive function, or safe and efficient performance of essential job functions, is a disqualifying factor.

**5.2.2.3.13 Dermatology:** Any disease or condition that may cause an individual to be unduly susceptible to injury or disease as a consequence of environmental exposures or which results in restricted functioning or movement and thereby impairs safe and efficient performance of essential job functions is a disqualifying factor.

**5.2.2.3.14 Medication:** Individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.

**5.2.2.3.15 Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects an individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

### **5.2.3 Physical Demands**

5.2.3.1 PSOs must be physically able to perform tasks and/or functions listed below, in performance of assigned duties:

5.2.3.1.1 Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require an individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind).

5.2.3.1.2 Frequent contact with general public, law enforcement, and dispatch center, requiring an ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).

5.2.3.1.3 Ability to remain on post up to four consecutive hours without sitting, eating, or relieving bladder/bowels.

5.2.3.1.4 Ability to remain alert for up to 12 hours, with ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.

5.2.3.1.5 Ability to use post security equipment (metal detectors, X-rays, CCTV); ability to use handcuffs, baton, and firearm at any time while on duty.

5.2.3.1.6 Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.

5.2.3.1.7 Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis (e.g., provide emergency First Aid or resuscitation while waiting for arrival of paramedics or other emergency personnel).

5.2.3.1.8 Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

5.2.3.2 Contractor shall remove individuals deemed incapable of performing above tasks or functions from contract.

5.2.3.3 Contractor shall be responsible for encouraging and promoting employees assigned to this contract to maintain an ongoing and regular program of physical fitness, at no cost to Government.

## **5.2.4 Initial and Recurring Screening for Illegal Drugs**

5.2.4.1 PSOs must submit to urine drug screening as part of initial pre-employment process and during recurring medical examination, every three years.

5.2.4.2 Drug screenings shall conform to current U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's ([SAMHSA](#)) "[Mandatory Guidelines for Federal Workplace Drug Testing Programs](#)".

5.2.4.3 Contractor must use laboratories listed on SAMHSA's "[Current List of Laboratories Which Meet Minimum Standards to Engage in Urine Drug Testing for Federal Agencies](#)".

5.2.4.4 Contractor shall not permit an applicant/employee to take multiple tests in order to receive an acceptable reading.

5.2.4.5 Contractor shall perform random drug screenings of 10% of all PSOs assigned to this contract over a 12-month period.

5.2.4.6 Contractor shall immediately remove contract employee(s) from contract and immediately inform COTR and CO of results when a verified positive reading is received.

5.2.4.7 Contractor shall provide quarterly reports detailing frequency and results of random drug screenings to COTR on 10<sup>th</sup> day of January, April, July, and October.

5.2.4.8 Government will permanently disqualify any contract employee who undergoes either a random or Government-requested urine drug screening and receives a verified positive (meets or exceeds cutoff levels) for any substance(s) from working under this or any other FPS security force services contract.

## **5.2.5 Government-Requested Screening**

5.2.5.1 CO and/or COTR may request urine drug screenings, in writing, to Contract Manager at any time. Drug screenings shall follow guidelines described in Section 5.2.4.

5.2.5.2 Contract Manager shall arrange for test as soon as possible, but no later than three working days.

5.2.5.3 Contract employee(s) identified for Government-requested urine drug screenings may continue working under contract until Contractor receives test results.

5.2.5.4 Contractor shall pay contract employee normal hourly rate/salary for time associated with screening.

5.2.5.5 Contractor will be required to submit a Request for Equitable Adjustment for reimbursement, if results of urine drug screening are negative.

5.2.5.6 Contractor shall bear all expenses relating to test for employee(s) when a verified positive reading is received.

### **5.3 Suitability**

#### **5.3.1 Suitability Requirements**

5.3.1.1 Personnel performing directly or indirectly on this contract may have a requirement to obtain a suitability determination conducted by Government.

5.3.1.2 Contractor is responsible for ensuring PSOs, Key Personnel, and any other company officers that visit work sites, receive formal suitability adjudication by FPS.

5.3.1.3 Contractor shall have PSOs and Key Personnel provide required information and documents to COTR within 10 calendar days after contract award and shall have all other personnel provide the required documentation as soon as practical.

5.3.1.4 Contractor personnel will not be able to perform under this contract until receiving a favorable suitability determination.

5.3.1.5 Contractor should plan paperwork submissions accordingly; standard processing time is generally 30 calendar days.

5.3.1.6 Government shall make all Contractor suitability determinations in accordance with criteria outlined in [5 CFR 731.202](#).

5.3.1.7 Contractor is responsible for renewing employees' suitability clearance prior to expiration.

5.3.1.8 Contractor must remove contract employee(s) upon expiration of suitability clearance, until such time an updated favorable suitability determination can be made by FPS.

5.3.1.9 Contractor shall submit suitability packages 45 to 60 days prior to current suitability expiration date.

5.3.1.10 Contractor must ensure forms submitted to FPS are complete, legible, and accurate. FPS will return illegible or incomplete forms submitted, which may result in delays of adjudication process.

5.3.1.11 FPS shall not be responsible for any delays which occur due to Contractor's inability to submit complete, accurate, and legible forms.

5.3.1.12 Contractor shall use an electronic employment eligibility verification system (e-Verify) to verify employment eligibility of:

- Persons hired during contract term by Contractor, to perform employment duties within United States
- Persons assigned by Contractor, to perform work within United States on Federal contracts

5.3.1.13 Contractors shall use local, state, or Federal law enforcement sources to obtain readable fingerprints on appropriate fingerprint cards. Government encourages Contractor to use locations which use electronic fingerprint scanning machines.

5.3.1.14 CO shall have express authority to prohibit any employee from performing under contract until employee comes into full compliance with suitability criteria.

5.3.1.15 Contractor is responsible for all costs associated with obtaining and renewing suitability clearances for employee associated with this contract.

## **5.3.2 Suitability Determination**

5.3.2.1 Once a prospective contract employee applies for a position and receives a favorable evaluation by Contractor (i.e., meets the minimum qualification requirements cited in this SOW and otherwise meets Contractor's hiring criteria), Contractor shall submit Government furnished forms for each contract employee to COTR:

- Contractor Information Worksheet
- Two completed original Forms [FD-258, Fingerprint Chart](#)
- Following forms via [e-QIP](#):
  - DHS Form 11000-9, Disclosure and Authorization Pertaining to Consumer Reports pursuant to Fair Credit Reporting Act
  - Foreign National Relatives or Associates Statement
  - Lautenberg Amendment Statement
  - [Standard Form \(SF\) 85P, Questionnaire for Public Trust](#)
  - [Standard Form 85P-S, Supplemental Questionnaire for Selected Positions](#)
  - Signed e-Verify Confirmation Notice

5.3.2.2 Any investigation conducted by or for another federal agency on an individual that is of same or higher type and scope as one required for position is sufficient to meet investigation requirements if investigation occurred within past five years.

5.3.2.3 Any investigation conducted by or for another federal agency on an individual whose scope is less than that required for position and meets investigation requirements of position is eligible for upgrade if investigation occurred within past five years.

5.3.2.4 Contract employees cleared through this process while employed under a predecessor contract, suitability determination made under previous contract will carry over to new contract.

5.3.2.5 Government may not be able to complete a satisfactory background investigation on individuals not residing in the United States for three of the past five years. In such cases, FPS retains right to deem individual(s) as ineligible due to insufficient background information.

5.3.2.6 FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability decisions for employees.

5.3.2.7 FPS may, as deems appropriate, authorize and grant a temporary suitability decision to contract employees.

5.3.2.8 Issuance of a temporary decision to any contract employee shall not be an assurance that FPS will grant full suitability.

5.3.2.9 Granting of either temporary or full suitability shall in no way prevent, preclude, or bar later withdrawal or termination of any such suitability by Government.

### **5.3.3 Entry on Duty Decision**

5.3.3.1 FPS shall have and exercise full control over granting, denying, withholding, or terminating unescorted access to a Government facility and or sensitive Government information access for Contractor employees, based upon results of a background investigation.

5.3.3.2 FPS may, as deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. Favorable EOD decision would allow employees to commence work temporarily prior to completion of the full investigation.

5.3.3.3 Contractor shall not consider a granting of a favorable EOD decision as assurance that full employment suitability authorization will follow as a result thereof.

5.3.3.4 Granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by FPS, at any time during contract period.

5.3.3.5 Contractor shall not allow any contract employee unescorted access to a Government facility without a favorable EOD decision or suitability determination by FPS.

5.3.3.6 Contract employees not needing access to sensitive information or recurring access to Government facilities will not be subject to security suitability screening.

5.3.3.7 Contract employees awaiting an EOD decision may begin training for work, provided they do not access sensitive Government information.

5.3.3.8 Limited access to Government facilities is allowable prior to EOD decision, if a Government employee escorts contract employee. Limited access allows contractor employees to attend briefings, non-recurring meetings and begin transition work.

### **5.3.4 Unfavorable Determination**

5.3.4.1 FPS shall immediately advise Contractor that an employee cannot work under contract if found to be unsuitable. Contractor shall in turn immediately remove employee from contract.

5.3.4.2 Contract employee or Contractor may appeal suitability determination through CO. In such cases where Contractor proceeds with hiring process, Contractor assumes risk until Government issues a final suitability determination.

5.3.4.3 Contract employee who receives adverse determination notice shall not work under this or any FPS security force service contract; also applies to contract employees whose adverse adjudication is pending appeal.

5.3.4.4 Disqualifying information includes but is not limited to:

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

5.3.4.5 FPS will provide Contractor an opportunity to refute, explain, clarify, or mitigate adverse or derogatory information uncovered during the suitability process.

5.3.4.6 Individuals receiving an unfavorable determination will receive formal notification that details the reason(s) for the determination.

### **5.3.5 Favorable Determination**

5.3.5.1 Contract employee is suitable to work security force service contracts for five years upon favorable determination; if nothing occurs within five-year period that would render employee unsuitable for continuing performance under contract.

## **5.4 Security Clearances**

### **5.4.1 General Information**

5.4.1.1 Government shall notify Contractor of required security classification of this contract and elements thereof, and of any subsequent revisions in such security classifications, by use of Contract Security Classification Specification ([DD Form 254](#)), or other written notification.

5.4.1.2 DHS determined that performance of this contract requires Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) to access sensitive DHS information and may require access to classified National Security Information (herein known as classified information) up to and including \_\_\_\_\_ classification level

and Special Access Programs (SAP).

5.4.1.3 Contractor and/or contract employees, in addition to meeting FPS background suitability requirements, may require security clearance eligibility for this contract and task order(s).

5.4.1.4 Contract employees shall be subject to a background investigation prior to working on site, where requirements for such clearances exist. This requirement may also pertain to other employees, who for any reason may visit a work site(s) during contract period.

5.4.1.4.1 Any investigation conducted by or for another federal agency on a Contractor or individual that is of same or higher type and scope as one required for position is sufficient to meet investigation requirements prescribed in National Industrial Security Program Operating Manual ([NISPOM](#)).

5.4.1.4.2 Any investigation conducted by or for another federal agency on a Contractor or individual whose scope is less than that required for position and meets investigation requirements of position is eligible for upgrade in accordance with investigation requirements prescribed in NISPOM.

5.4.1.5 In all areas requiring a Department of Defense ([DOD](#)), Department of Energy ([DOE](#)), Nuclear Regulatory Commission ([NRC](#)), or other agency security clearance, Contractor shall comply with provisions of most currently available NISPOM and Security Agreement ([DD Form 441](#)).

5.4.1.5.1 NISPOM is available from Defense Security Service ([DSS](#)) or mail in a request for publication to Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X).

5.4.1.6 Personnel security clearances applications (forms) required for DoD security clearances are available through DSS; for DOE and for NRC.

## **5.4.2 Security Clearance Requirements**

5.4.2.1 Contractor will abide by requirements set forth in DD Form 254, NISPOM and/or as directed by DSS for protection of classified information, if contract requires access to classified information. If Contractor fails to follow requirements above, this may result in revocation of clearance and Termination for Default.

5.4.2.2 Contractor and all applicable personnel shall receive clearances pursuant to Defense Industrial Security Regulations, or other applicable regulations.

5.4.2.3 Contract employees may not work at a classified post until a Visit Authorization Letter(s) or a final clearance from DOE, NRC, or other agency is received.

5.4.2.4 Contractor shall comply with applicable subsection as identified by CO .

5.4.2.4(a) Contractor must possess a facility clearance that is equal to level for work on this contract as specified in Section 5.4.1.2 prior to submission of proposal or quote.

5.4.2.4(b) DHS may sponsor Contractor for a facility clearance, if contract performance requires access to classified information and Contractor selected for award does not possess a facility security clearance that is equal to level for work on this contract as specified in Section 5.4.1.2.

5.4.2.5 If Contractor does not maintain or receive a facility clearance prior to date by which PSOs are to stand post, Government may initiate proceedings for Termination for Default.

5.4.2.6 Contractor is responsible for all costs associated with obtaining and renewing applicable security clearances for each contract employee.

### **5.4.3 Determinations of Clearance for Individuals**

5.4.3.1 Security clearance determination is a process separate and distinct from suitability determination. Employee must complete applicable forms in Section 5.3.2.1; exception [Standard Form \(SF\) 86](#), Questionnaire for National Security Positions must be completed in lieu of SF 85P or SF 85P-S.

5.4.3.2 Investigative standards for access to Secret classified information will be a National Agency Check with Local and Credit Checks (NACLC).

5.4.3.3 Minimum investigative standard for access to Top Secret classified information will be a Single Scope Background Investigation (SSBI).

5.4.3.4 Contractor shall only submit security packages on prospective employees whose integrity, credit, and character will meet security suitability requirements of DHS.

5.4.3.5 Government may not be able to complete a satisfactory background investigation on applicants/employees not residing in United States for three of the past five years. In such cases, DHS retains right to deem an applicant/employee as ineligible due to insufficient background information.

### **5.4.4 Interim Personnel Clearance Level**

5.4.4.1 Government may grant interim SECRET clearance eligibility as appropriate, provided there is no evidence of adverse information of material significance.

5.4.4.2 Non-United States citizens are not eligible for access to classified information on an interim basis.

5.4.4.3 DHS will not accept interim TOP SECRET clearances.

### **5.4.5 Denied Clearances**

5.4.5.1 Individuals who receive notice of denied clearance eligibility will receive formal notification that detail reason(s) for determination.

5.4.5.2 COTR will advise Contractor that an employee shall not work under this contract at those locations which require a security clearance.

5.4.5.3 Government shall provide contract employee and/or Contractor an opportunity to refute, explain, clarify, or mitigate adverse or derogatory information uncovered during investigation.

5.4.5.4 Contract employee or Contractor may appeal denied clearance determination to DSS.

5.4.5.5 If Contractor proceeds with hiring process, Contractor assumes risk until Government issues final determination of employee's clearance eligibility determination.

#### **5.4.6 Issued Clearances**

5.4.6.1 Contractor shall notify COTR, in writing via a Visit Authorization Request, within five calendar days of receipt of authorization for employees eligible for assignment to classified areas.

## **6 Training**

### **6.1 General Information**

6.1.1 COTR has discretion to accept or deny proposed exemptions for previous training and/or certifications obtained under another FPS contract. Previous training and certification documentation and/or credentials must be valid and meet requirements of this contract to be considered.

6.1.2 Contractor may proceed with Contractor-provided training at their own risk while awaiting results of suitability adjudication process.

6.1.3 Contractor may schedule required Government-provided training, testing, and qualification with FPS during waiting period.

6.1.4 Contractor shall provide training for primary and any additional or Less-Than-Lethal weapons used under scope of contract.

6.1.5 Contractor shall provide each PSO a legible, securely bound copy of SGIM at beginning of basic training course.

6.1.6 Required training syllabi are listed in SOW Exhibits.

6.1.7 Contractor is responsible for all related costs incurred by PSOs while attending contract mandated training, test, or examination, to include; expenses for transportation, lodging, and meals (if applicable).

6.1.7.1 PSOs who are required to attend training and/or testing to maintain current certification, to include weapons transition training, shall receive compensation in accordance with applicable Service Contract Act ([SCA](#)), DOL prevailing wage determination, or collective bargaining agreement.

6.1.7.2 For pay purposes, Government considers time spent by certified PSOs in training and testing as equivalent of time spent standing post.

6.1.7.3 Contractor shall apply payment requirements of Fair Labor Standards Act ([FLSA](#)) for pre-certification training provided by Contractor.

6.1.8 During Contractor-provided training, Contractor must ensure PSOs are not disruptive to others (i.e. repeated lateness, absences, or disrespectful behavior). Such behavior indicates a student may not be suitable for a PSO or supervisory position.

6.1.9 During Government-provided training, if applicable, Instructors will notify Contractor of disruptive behavior and advise such behavior may result in removal from training.

## **6.2 Training Schedule**

6.2.1 Contractor shall provide a monthly training schedule to COTR by 10<sup>th</sup> day of each month, one month in advance of scheduled training.

6.2.2 Contractor shall notify COTR of any changes to previously scheduled Training and Qualifications sessions, minimum of 10 calendar days before date of training.

6.2.3 Contractor is responsible for scheduling and coordinating with FPS for Government-provided training, examinations, and/or weapons qualifications.

## **6.3 Training Certifications**

6.3.1 Contractor shall certify completion of training requirements in accordance with Section 7.2.

6.3.2 Contractor shall maintain copies (paper or electronic) of required training and/or certifications in its personnel files. Contractor, upon request and/or without advance notice, shall provide copies to CO or COTR anytime during normal business hours.

## **6.4 Training Requirements by Position**

### **6.4.1 Protective Security Officers**

6.4.1.1 Complete required training as outlined in SOW Exhibits.

6.4.1.2 Required training includes both, recurring and “one-time only” courses. If completed successfully, one-time only courses are not required to be repeated during contract period. One-time only courses are:

- Contractor-Provided Basic Training (Exhibit 4B)
- Contractor-Provided Initial Weapon Training and Qualifications (Exhibit 4C)
- Government-Provided Orientation Training (Exhibit 4G)
- Government-Administered Written Exam (Section 6.5)

6.4.1.3 Complete 40 hours of Contractor-provided Refresher Training (Exhibit 4E) within three years of basic training or previous refresher training conclusion date.

### **6.4.2 Supervisory PSOs**

6.4.2.1 Complete training and testing requirements established under Section 6.4.1.

## **6.5 Written Examination**

6.5.1 Contractor must schedule Government-administered written examination upon completion of basic training and favorable pre-employment suitability of a PSO.

6.5.1.1 Examination has 50 multiple-choice questions, taken directly from SGIM, and will test a PSO's familiarity with and understanding of duties and requirements.

6.5.1.2 Passing score is 70% (must correctly answer 35 of 50 questions).

6.5.2 If a PSO does not pass examination on first attempt, PSO may have one additional attempt within 90 days from initial test date.

6.5.2.1 If a PSO does not obtain a passing score on second attempt, employee must wait one year to retrain and retake examination.

6.5.2.2 If a PSO does not pass examination on first attempt, but waits longer than 90 days to retake examination, PSO must wait one year to retrain and retake examination.

6.5.2.3 PSOs shall not work under any FPS contract during one-year waiting period. After one-year waiting period, Contractor shall consider PSO a new hire.

## **6.6 Weapons Training and Qualification**

### **6.6.1 General Information**

6.6.1.1 PSOs must achieve a qualifying score for each weapon platform associated with this contract and/or specific post requirement prior to working post.

6.6.1.2 Contractor must coordinate with COTR to ensure FPS representatives are in attendance to witness PSO firearms qualifications to be considered valid.

6.6.1.3 PSO will not be exempt from semi-annual range qualification requirements, even though prior successful training was completed.

6.6.1.4 Contractor shall use current Immigration and Customs Enforcement ([ICE](#)) targets only, unless prohibited by state or local law. Targets shall have a cardboard backing of equal or greater size than target itself. If target is non-turning, Contractor shall use a shot timer.

6.6.1.5 Contractor shall provide weapons, ammunition, and any other range equipment such as barricades, hearing and eye protection, etc., required for training and qualifications.

6.6.1.6 Contractor and PSOs must adhere to rules and regulations at firing ranges and other training facilities.

6.6.1.7 Contractor shall be responsible for licenses and permits required for weapons during transit between dispatch point and range.

6.6.1.8 PSOs shall wear complete duty uniform for firearm training and qualification, to include, issued body armor, duty belt and equipment.

## **6.6.2 Initial Firearms Training**

6.6.2.1 Contractor is responsible for providing PSOs with a minimum of 32 hours of firearms training prior to initial qualification. A minimum of eight hours will be dedicated classroom training and (for handgun) a minimum of 24 hours, excluding associated down time, will be dedicated live fire training.

6.6.2.2 Previous firearms training and qualification may be accepted if verified and applicable to requirements outlined in this contract.

## **6.6.3 Initial and Semi-Annual Firearms Qualification**

6.6.3.1 PSOs must qualify using duty ammunition.

6.6.3.2 Each firearms qualification “session” consists of no more than two attempts to qualify. If unsuccessful on first qualification attempt, second attempt must occur immediately after. A qualifying score is 80% or better (Exhibit 4C).

6.6.3.3 Contractor shall ensure PSOs receive necessary firearms training and/or range time to successfully re-qualify during semi-annual requirement

## **6.6.4 Transitional Weapon/Weapon Platform Change**

6.6.4.1 Contractor shall complete Transitional Weapon and Weapon Platform Change training in accordance with Exhibit 4C.

6.6.4.2 PSO must have a current qualification to complete Transitional Weapon or Weapon Platform Training/Qualification. If PSO does not have current qualification, PSO must complete training and qualification in accordance with 6.6.2.1.

## **6.6.5 Non-Qualification Requirements**

6.6.5.1 If PSO does not qualify during first session, PSO must attempt a second qualification session within 30 days.

6.6.5.2 Contractor is responsible for determining PSO training needs and must provide a minimum of eight hours of remedial training, prior to second qualification session.

6.6.5.3 Contractor shall document remedial training conducted in PSOs personnel file.

6.6.5.4 If PSO does not qualify during second qualification session, Contractor must provide a minimum of eight hours of remedial training prior to each session (two attempts) at qualification by PSO.

6.6.5.5 Government shall not be liable for compensating a Contractor for any additional expenses or costs incurred by Contractor to maintain PSOs semi-annual weapons qualification.

## **6.6.6 Initial and Refresher Less-Than-Lethal Weapons Training**

6.6.6.1 Contractor shall conduct annual refresher training for any less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stuns weapons, etc.), equipment, or devices required under this contract.

6.6.6.2 Contractor is responsible for providing training and certification as specified by manufacturers' recommendations and/or any state or local requirements that may apply to use or carriage of less-than-lethal weapons.

## **6.7 Government-Provided Training**

### **6.7.1 Scheduling of Government-Provided Training and Testing**

6.7.1.1 Contractor shall schedule and coordinate Government-provided training and testing with COTR. Government will only schedule this training after contract award.

6.7.1.2 Contractor shall ensure PSOs attend scheduled training, examination, and qualification sessions. Term 'absence' includes any person properly scheduled for training/testing and who fails to report to appointed place, at proper time, and date. An absence may be excused or unexcused.

6.7.1.3 FPS Training Instructors shall compile a list of PSOs who have an unexcused absence for each day of training and will forward this list to COTR.

### **6.7.2 Orientation Training**

6.7.2.1 PSOs must receive FPS Orientation Training before standing post.

### **6.7.3 Screener Training**

6.7.3.1 PSOs must complete Screener Training and pass a Government-administered examination.

6.7.3.2 If PSO does not pass examination on first attempt, PSO may have one additional attempt within 30 days from date of first attempt to pass examination.

6.7.3.3 If PSO is unsuccessful after second attempt, PSO must wait one year to re-train and re-take examination.

6.7.3.4 If PSO does not pass examination on first attempt, but waits longer than 90 days to re-attempt examination, PSO must wait one year to re-train and re-take examination.

6.7.3.5 PSO shall not work under any FPS contract during one year waiting period.

6.7.3.6 After one year waiting period, Contractor shall consider PSO a new hire.

## **6.8 First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED) Training**

6.8.1 PSOs must maintain a valid/current certification for First Aid/CPR/AED, from American Red Cross ([ARC](#)) or American Heart Association ([AHA](#)).

6.8.2 Training and certification must include a full-course curriculum for adult, youth, and infant modules, conducted by certified instructors, in accordance with ARC or AHA guidelines.

6.8.3 Government requires CPR/AED course(s) to provide practical application exercises (hands-on training).

6.8.4 Contractor is responsible for scheduling, obtaining, and covering all associated costs.

6.8.5 PSOs must possess, on their person while on duty, a valid/current (original or photocopy) First Aid/CPR/AED certification card from ARC or AHA.

## **6.9 Other Special Training**

6.9.1 Contractor is responsible for providing any training required by state or local jurisdictions pertaining to PSO duties and functions required in this contract. Contractor shall factor all associated costs into its offering prices.

6.9.2 Government reserves right to order additional, unanticipated, “special training” under this contract which may be Government or Contractor provided.

6.9.2.1 Government will immediately notify Contractor and identify additional, unanticipated “special training” requirements.

6.9.2.2 Any requests for equitable adjustment, if any, arising from additional special training shall be provided to CO for consideration. Any such requests shall include total amount of adjustment and a supporting price breakdown which details how Contractor calculated adjustment and any assumptions by Contractor.

6.9.2.3 Government will evaluate requests for equitable adjustment. Adjustment(s) are subject to negotiation to ensure they are fair and reasonable.

6.9.2.4 For pay purposes, Government considers time spent by certified PSOs in additional “special training” as equivalent of time spent standing post.

## **7 Documentation Requirements**

### **7.1 File Creation**

7.1.1 Contractor is required to submit “Company Information” and “PSO Information to RAMP via Microsoft InfoPath application. Refer to Exhibit 5 on creating, adding, and/or deleting company and/or individual PSO files.

### **7.2 Electronic Certifications**

7.2.1 Contractor shall complete and certify PSO certifications as directed by COTR or FPS designated personnel, using FPS approved spreadsheet,.

7.2.2 Contractor shall submit PSO certifications via e-mail to COTR, no later than seventh day of each month, or as directed by COTR.

7.2.3 FPS shall not reimburse Contractor for services rendered by a PSO lacking appropriate licenses, permits, training, and certifications.

### **7.3 Personnel Filing System**

#### **7.3.1 Organization of Files**

7.3.1.1 Contractor shall maintain personnel files for employees who work under this contract. These files shall reside in Contractor Manager’s office and be made available to Government immediately upon request.

7.3.1.2 Contractor must maintain legible, paper or computerized system (electronic/scanned) files containing training, certification, licensing, and permit information required in SOW.

7.3.1.3 Contractor shall maintain files for a minimum of five years after contract closeout, upon receipt of official contract closeout modification.

7.3.1.4 Contractor shall organize PSO personnel files in the following order:

- a. DHS 11000-6, *Non-Disclosure Agreement*
- b. Photograph (current)
- c. National Security Information Clearance Letter
- d. Driver’s License/State Identification
- e. Proof of Education (High School Diploma or GED)
- f. Suitability Decision Letters (including date current suitability expires)
- g. Verified Alien/Immigration Status (I-9 or e-Verify certificate)
- h. Lautenberg Amendment/Domestic Violence Statement (annual)
- i. Medical Certification<sup>1</sup>
- j. Mandatory Pre-Employment Drug Screening

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<sup>1</sup> Contractor may file medical information separately from general personnel files to ensure privacy of the individuals

- k. Post-Employment Drug Screenings
- l. CPR Certification
- m. AED Certification
- n. First Aid Certification
- o. Contractor-Provided Initial Weapons Training and Qualification
- p. State Weapons Permit and Renewal
- q. State Security Officers Certification and Renewal
- r. Local Permits and Renewals
- s. Contractor-Provided Baton Certification
- t. Contractor-Provided OC Spray Certification
- u. Contactor-Provided Basic Training
- v. Contractor-Provided Refresher Training
- w. Government-Provided Orientation Training
- x. Government-Provided Screener Training
- y. Firearms Qualifications Witnessed by FPS employee
- z. Copies of Complaints, Investigations, and Disciplinary Actions for all Infractions Committed Under Contract
- aa. Copies of Commendations, Awards, and Letters for Any Work Performed

### **7.3.2 Audit of Personnel Files**

7.3.2.1 CO, COTR, or FPS Representative shall have express authority to review contract employee personnel file and/or request documentation which clearly identifies overall status of contract employees, at any time during contract period.

## **8 Waivers and Deferments**

### **8.1 General Information**

8.1.1 CO, in agreement with COTR, may temporarily defer proposed timelines for required training, testing, or equipment cited in this contract, when circumstances, such as emergencies or significant, unanticipated increases in required services occur.

8.1.2 PSOs will not work under a temporary deferment without written consent from CO and deferment request shall not exceed 120 calendar days.

8.1.3 Contractor shall request such deferments in writing to CO and cite specific reasons for temporary deferment.

8.1.4 Contractor shall provide a detailed plan of action, including timelines, to achieve full compliance with contract requirements in writing to CO.

8.1.5 If CO grants a temporary deferment, Contractor shall abide by proposed timeline. Upon expiration of temporary deferment and if training/testing requirements have not been met, PSOs will be removed from working on contract.

8.1.6 Government may be entitled to consideration, monetary or otherwise for granted deferments.

### **8.2 Medical Standards**

8.2.1 Government shall not grant any waivers or deferments of medical standards.

### **8.3 Testing Procedures**

8.3.1 Government shall not grant waivers to testing procedures.

### **8.4 Adjudication and Clearance Requirements**

8.4.1 Government shall not grant waivers or deferments to adjudication and clearance requirements.

### **8.5 Permanent Waivers**

8.5.1 Government shall not issue permanent waivers to any requirements.

## **9 Required Services**

### **9.1 Order of Precedence**

9.1.1 PSOs shall perform services as prescribed in documents below; if there are any inconsistencies between documents, following order of precedence applies:

- Contract (including any associated task orders)
- Post Orders
- Post Desk Book (including FPS Operating Orders, Standard Operating Procedures, and Facility Occupant Emergency Plan)
- Security Guard Information Manual (SGIM)

### **9.2 Post Orders**

9.2.1 PSOs shall perform tasks in accordance with duties outlined in Post Orders.

9.2.2 PSOs shall not deviate from directions provided by Post Orders, except in emergencies or as directed by COTR.

9.2.3 COTR may modify, amend, and/or revise Post Orders to change; shift duties, start and stop times, and post locations, provided change is within scope of contract and has no impact on contract cost and does not require modification to task order or contract.

9.2.4 CO is only authorized government agent that can increase or decrease amount of equipment and/or supplies required, or otherwise change contract's cost or price.

9.2.5 CO will direct changes through a written modification to contract or task order.

9.2.6 Contractor may be financially liable for accepting or implementing changes by anyone other than CO; therefore, Contractor shall be responsible for verifying with CO whether Contractor should provide any requested changes pending issuance of a contract or task order modification.

### **9.3 Typical Duties**

9.3.1 PSOs will perform a variety of security-related duties, depending on type of posts assigned and must be thoroughly familiar with Post Orders and Officer's Duty Book of assigned posts.

9.3.2 PSOs will monitor and observe facility occupants and visitors for compliance with Federal Management Regulations, Facility Management, ([41 CFR 102-74](#)) and facility's posted rules and regulations.

9.3.3 PSOs shall identify, report, delay, or detain persons who violate rules and regulations, as appropriate and in accordance with Post Orders.

9.3.4 PSOs shall report incidents in accordance with established procedures.

9.3.5 Off-going PSOs shall provide a brief summary to on-coming PSOs of recent, continuing, or anticipated events and occurrences for assigned post.

9.3.6 PSOs shall be responsible for maintaining logs, reports, and files of incidents and occurrences encountered during tour of duty.

9.3.7 PSOs will perform duties in a professional manner, responsible for observing surrounding environment, and, when necessary, questioning those persons whose activities arouse suspicion.

9.3.8 PSOs shall be knowledgeable of location and use of: first aid kits, fire extinguishers, AEDs, fire alarms, emergency exits, and duress alarms (if any) and ready, willing, and able to use as necessary and required by Post Orders.

9.3.9 PSOs shall be familiar with each tenant Agency and location within facility, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information upon inquiry.

9.3.10 PSO shall not provide more than 12 hours of combined service on any one or multiple contracts administered by FPS, in any 24 hour period. Exception to rule: *There must be an eight hour non-duty period between work periods or granted an exception by COTR.*

#### **9.4 Access Control Posts**

9.4.1 Purpose of access control is to allow only authorized individuals, vehicles, and items, as defined by facility policy and post orders, to pass into controlled areas.

9.4.2 PSOs shall control individuals attempting to gain access to facility by verifying identification.

9.4.3 PSOs shall control vehicular access to a facility by verifying identification.

9.4.4 PSOs shall control delivery access to facility by verifying identification, bill of lading, manifest, and cargo.

#### **9.5 Visitor Processing Posts**

9.5.1 PSOs shall process visitors by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are subject to screening.

## **9.6 Screening Posts**

9.6.1 PSOs shall operate screening post as directed by Post Orders, or COTR, in event of an emergency or elevated security posture.

9.6.2 PSOs may conduct inspections using automated technology; by manual tactile techniques, such as touching and feeling, or by visual surveillance.

9.6.3 PSOs will conduct and record performance tests of equipment as directed in Post Orders.

9.6.4 PSOs shall deny admittance to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.

## **9.7 Patrol & Response Posts**

9.7.1 PSOs shall conduct patrols in accordance with routes and schedules established in Post Orders or as directed by COTR.

9.7.2 PSOs shall observe, detect, respond to and report on potential or actual security violations.

9.7.3 Roving patrol security officers will serve as first responder (awareness level) to security alarms and emergencies occurring within area of assignment.

## **9.8 Control Center Operations**

9.8.1 PSOs assigned to Control Center Operations posts serve as point-of-contact for non-emergency and emergency communications and information, as well as operate and monitor security and safety systems.

## **9.9 Traffic Control**

9.9.1 PSOs will direct traffic (vehicular and pedestrian), control parking, issue traffic courtesy violation notices, and examine surroundings for suspicious vehicles or persons, when required by post orders or direction of COTR.

9.9.2 PSOs may identify, delay, and detain suspicious person(s), as necessary to maintain a level of security sufficient to ensure safety and protection of personnel, property, and resources.

## **9.10 Receipt, Use and Safeguarding of Keys**

9.10.1 PSOs will be responsible for receiving and utilizing keys and access control devices (i.e., "key cards," lock combinations) required for duty.

9.10.2 PSOs shall consider keys and access control devices as sensitive assets and safeguard and secure as directed by Post Orders.

9.10.3 Keys and access control devices are Government property and shall be returned to issuing agency at contract termination or when no longer needed for performance of contract.

9.10.4 PSOs shall not remove keys and access control devices from facility premises unless specifically authorized by COTR.

9.10.5 Contractor shall immediately report missing, lost, unusable, and/or stolen keys or access control devices to COTR.

## **9.11 Security and Safety Systems**

9.11.1 PSOs shall monitor and operate facility fire alarm, environmental and intrusion detection systems, closed circuit television systems, automated access control systems, package and personnel screening systems, communications systems, and other protection devices or facility equipment located on or near post, in accordance with Post Orders.

9.11.2 When an alarm sounds, PSOs shall immediately report and record an incident as required by Post Orders.

9.11.3 PSOs shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with Government video surveillance cameras/systems.

9.11.4 PSOs shall immediately notify a supervisor, COTR, and FPS [MegaCenter](#) if any systems under their control malfunction, fail completely, or otherwise need maintenance.

9.11.5 PSOs, during emergencies, may have a requirement to perform simple emergency-related functions as prescribed in Post Orders; i.e. activate/deactivate facility systems, to include heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches.

## **9.12 Rules and Regulations Governing Conduct on Federal Property**

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

## **9.13 Physical Security, Law, and Order**

9.13.1 PSOs shall maintain physical security, law and order as prescribed by statute, regulation, and Post Orders.

9.13.2 PSOs are responsible for detecting, delaying, and/or detaining, persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

## **9.14 Hazardous Conditions**

9.14.1 PSOs shall immediately report, in accordance with Post Orders, potentially hazardous conditions and items in need of repair; i.e. inoperative lights, locks, security hardware, leaky faucets, toilet stoppages, broken/slippery floor surfaces, blocked emergency routes/exits.

9.14.2 PSOs must remain vigilant in order to observe, report, and provide emergency response to a variety of hazards and activate alarms, notify appropriate authorities, and control access to hazardous zones from a remote area or safe distance.

## **9.15 Response to Injury or Illness**

9.15.1 PSOs shall summon assistance in accordance with Post Orders, in case of injury or illness to any person on federal property.

## **9.16 Additional Duties**

9.16.1 PSOs shall turn off unnecessary lights, secure safes, repositories, cabinets, windows, doors, gates and other facility access points, and perform any other additional duties as prescribed in Post Orders.

9.16.2 PSOs will not perform duties ordinarily conducted by janitors, facility maintenance staff, delivery persons, receiving officials, or mechanics.

9.16.3 PSOs are not required or expected to provide any facility systems services, except very basic functions as prescribed in Post Orders.

## **9.17 Reports, Records, and Testimony**

9.17.1 PSOs shall immediately report potential or actual serious incidents to MegaCenter before responding, if situation allows. If PSO is unable to report to MegaCenter immediately, PSO shall report incident when situation allows. COTR shall be briefed after incident has terminated.

9.17.2 PSOs shall prepare and maintain required reports in accordance with Post Orders.

9.17.3 Contractor shall retrieve DHS Form 3155, *Offense and Incident Report*, and Prohibited Items reports from each post and submit these reports for previous week to COTR every Monday by 10:00 a.m. or as otherwise directed by COTR.

9.17.4 PSOs shall coordinate with COTR when required to testify in judicial proceedings on behalf of Government; these proceedings take priority over other Contractor-scheduled duties.

9.17.4.1 PSOs required to make a court appearance shall receive remuneration from Contractor at same hourly rate earned while on duty, and in turn, Government shall remunerate Contractor in the event Contractor submits a request for equitable adjustment.

9.17.4.2 Contractor may submit a request for equitable adjustment for actual hours a PSO spent at court (including transit times from duty station to court), whether or not PSO testified.

9.17.4.3 PSOs scheduled to testify on behalf of Government shall wear duty uniform, without weapons/firearms, unless instructed otherwise by COTR,

9.17.4.4 Contractor shall ensure post is covered, if PSO testifying on behalf of Government is scheduled for duty.

## **9.18 Civil Disturbances**

9.18.1 PSOs shall perform other functions, as directed, at government facilities or grounds which may be necessary during situations, such as civil disturbances or other criminal acts, which could adversely affect security and/or safety of government employees, property, and general public.

## **9.19 Emergencies**

9.19.1 In case of an emergency condition requiring immediate attention, Contractor's on-site supervisor or lead PSO shall take action at direction of or in coordination with COTR, to appropriately secure posts in accordance with Post Orders and divert uniformed personnel from their normal assigned duties to meet condition and summon appropriate assistance as required in Occupant Emergency Plan.

9.19.2 Contractor shall immediately notify Designated Government Official or Prime Tenant Agency, in accordance with Post Orders, of action taken and shall immediately contact FPS MegaCenter to report same information.

9.19.3 There shall be no additional cost charged to Government for diversion, and there shall be no penalty to Contractor for normal daily work not completed and otherwise scheduled. PSOs shall report incidents of this nature in accordance with procedures outlined in Post Desk Book. Upon resolution of situation, contract employees should return to their assigned posts and duties.

## **9.20 Primary Security Responses**

9.20.1 PSOs may have to act independently as primary security response until law enforcement assistance arrives.

## **9.21 Protective Security Officer Post Arrival & Departure**

9.21.1 FPS utilizes a Post Tracking System (PTS) as an electronic validation of post staffing. PSOs will check-in/out of PTS upon arriving at/departing from a designated post, using an assigned personal identification number and post identification number, as reflected in Post Orders. Government will provide Contractor with necessary personal identification numbers after receiving certification and testing data for employee.

9.21.2 PSOs providing relief will check-in/out of PTS at each post relieved as directed by Post Orders, using an assigned personal identification number and post identification number, as reflected in Post Orders.

9.21.3 PSOs working TAS/ESS posts will check-in/out of PTS upon arriving at/departing from a designated post, using an assigned personal identification number and post identification number, as reflected in Post Orders.

9.21.4 PSOs must check-in to PTS within 10 minutes of scheduled post start time or PTS will alert, post is open, and Contractor will not be paid for any time when a post is in “open” status.

9.21.5 If PSO checks-in to PTS later than scheduled post start time, Contractor will only receive payment for actual time PSO spent on post.

9.21.6 If PSO checks-in to PTS and FPS determines a PSO does not have appropriate qualifications, post will be considered “open.” Contractor will not receive payment for “open” post hours.

9.21.7 Contractor will provide COTR a detailed memorandum of explanation to any invoice discrepancies between hours billed and PTS records. (*Note: Receipt of a memorandum of explanation does not guarantee that FPS will accept an explanation or issue credit for payment purposes.*)

9.21.8 Government will reconcile Contractor’s monthly invoice with monthly reports generated from PTS data for payment purposes.

## **9.22 Use of DHS Form 139**

9.22.1 Government will accept use of DHS Form 139 under following conditions:

- COTR or CO determines PTS service is permanently unavailable
- COTR or CO determines PTS is temporarily unavailable
- COTR or CO determines an unforeseen circumstance beyond control of Contractor or Government precludes use of PTS.

9.22.2 Contractor’s employees shall sign-in using their personal identification number and name when reporting for/leaving work and shall sign/out using DHS Form 139.

9.22.2.1 PSOs who patrol between facilities will sign in/out at each facility visited as directed by Post Orders. Government shall specify on-site registration points and Contractor must use those points for this purpose.

9.22.2.2 Contract employees working on Temporary Additional Services (TAS)/ ESS posts will record “TAS/ ESS” in “Post” column. Relief PSOs shall sign in/out at each post visited as directed by Post Orders.

9.22.2.3 Contract employees must complete each successively lower line on DHS Form 139 in chronological order without exception; leaving no lines blank among signatures in any period and using no more than one line to enter a calendar date for separating individual workdays.

9.22.2.4 Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and Contractor will not receive credit for payment purposes. If errors in signatures, times, post numbers, or duty status occur on DHS Form 139, contract employee should draw a single line through entire line on which such mistakes appear and use next line immediately below (or following on subsequent sheets) to record information in a correct manner.

9.22.2.5 Contractor must attach a detailed memorandum of explanation to each DHS Form 139 containing erroneous entries, describing mistakes made with applicable valid lines of information, and for reporting reasons for those mistakes.

9.22.3 If Contractor uses DHS Form 139 (Record of Time of Arrival/Departure from Facility), Contractor will retrieve forms from each post and submit reports for previous week to COTR every Monday by 10:00 am or as otherwise directed by COTR.

## **10 Conduct of Contractor Personnel**

### **10.1 General Information**

10.1.1 Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and imposing disciplinary action when necessary, up to and including removal at its own discretion or by direction of CO.

10.1.2 Government reserves right and prerogative to deny and/or restrict facility and information access or to direct removal from contract of any contract employee whom:

10.1.2.1 Government determines contract employee presents a risk of compromising sensitive Government information to which he or she would have access to under this contract.

10.1.2.2 Engages in serious misconduct, to include, but not limited to dishonest and untrustworthy behavior.

10.1.2.3 Solicits or receives gifts based upon position

10.1.2.4 Engages in personal use of government property.

10.1.2.5 Uses government property or non-public information for private gain.

10.1.2.6 Engages in political or private fundraising while on duty.

10.1.2.7 Promotes or endorses political candidate or agenda while on duty.

10.1.3 Government shall not be responsible for any additional costs borne by Contractor in connection with removed personnel.

### **10.2 Reporting Adverse Information**

#### **10.2.1 General Information**

10.2.1.1 Contractor will report, to COTR, any adverse information that may impact employment, performance, or suitability of an employee within 12 hours.

10.2.1.2 Contractor shall not make reports based on rumor or innuendo. Subsequent termination of employment of an employee does not eliminate requirement to submit a report. Report shall include employees' name, social security number, and descriptive narrative regarding adverse information.

10.2.1.3 If an employee has a disqualifying event under Lautenberg requirement, Contractor shall immediately remove individual from PSO position and notify COTR.

## **10.2.2 Notification of Arrest**

10.2.2.1 PSOs and Key Personnel shall notify Contractor within 12 hours of arrest. Failure to notify may result in a request for removal from this contract.

10.2.2.2 Contractor will notify COTR within 12 hours of employee's notification of arrest to Contractor.

## **10.3 Government Directed Removal of Contractor Employees**

10.3.1 CO will provide written, specific reasons for removal of an employee to Contractor.

10.3.2 COTR may recommend to CO, to direct Contractor, to remove an employee under following circumstances:

10.3.2.1 Not maintaining satisfactory performance in accordance with contract

10.3.2.2 Found unfit for performing security duties during tour of duty

10.3.2.3 Misuse, willful damage, or willful destruction of Government property

10.3.2.4 Disqualification for employment/performance suitability or other security reasons

10.3.2.5 Arrest or Failure to make Notification of Arrest

10.3.3 Contractor may dispute directed removal in writing, within seven days of notification. CO will make a final determination and provide a written response to Contractor.

## **10.4 Contract Employee Reinstatements**

10.4.1 When Government takes action that may impact suitability or work fitness status of a contract employee, Contractor may appeal decision to FPS via submission of appeal to CO.

10.4.2 Contractor may appeal to a supervisory level above CO.

10.4.3 Contractor will receive a written appeal decision with a brief explanation of decision to uphold or reverse COs decision.

10.4.4 While appeal is under consideration, employee shall not work under this Contract.

## **11. Key Personnel**

### **11.1 General Information**

11.1.1 Under this contract, Government designates positions of Contract Manager, Supervisors, and Training Instructors as “key personnel”. Contractor shall submit Key Personnel Resumes as part of Transition Plan. Resumes shall clearly detail individual’s qualifications.

11.1.2 CO and COTR must approve proposed Key Personnel prior to assignment under this contract. Contractor shall not replace any Key Personnel without submitting a Key Personnel Resume to CO for approval. CO and COTR have a right to request replacement of key personnel when deemed necessary.

11.1.3 Contractor shall provide to CO and COTR, name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of “Key Personnel” by date of first post-award meeting.

### **11.2 Contract Manager**

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

11.2.2 CM must have a bachelor’s degree in any field of study or have substantial and credible law enforcement, military or business management experience, which demonstrates individual’s capacity to effectively manage a security force and contract/task order equivalent to scope, magnitude, and complexity as described in this SOW.

11.2.3 CM shall have complete authority to act for Contractor during term of contract. CM shall have authority to accept notices of deductions, inspection reports, and correspondence on behalf of Contractor.

11.2.4 CM will have overall responsibility for implementing, monitoring, and upgrading Contractor’s quality control plan and is responsible for ensuring Contractor’s work force complies with contract requirements.

11.2.5 CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss deficiencies. After normal duty hours or on weekends and holidays, CM shall be available within two hours.

11.2.6 Under no circumstances, shall uniformed employees performing productive or supervisory hours under terms of contract/task order or any other security force contract/task order administered by FPS, perform CM duties.

### **11.3 Supervisor**

11.3.1 Supervisor(s) shall have a background with a minimum of two years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security force service).

11.3.2 If an employee lacks experience, listed above, and is selected for a supervisory position, Contractor, by written request, shall provided evidence of similar leadership experience. Acceptance of evidence shall be at discretion of COTR. Under no circumstances, shall Supervisors perform productive hours while working in a supervisory capacity.

11.3.3 Contractor shall maintain no less than the amount of supervision described in the Management Approach aspect of their proposal. If at any time after award, Contractor determines additional supervision beyond initial proposal is necessary to address performance issues, Contractor shall provide such additional supervision at no additional cost to Government.

### **11.4 Training Instructor**

11.4.1 Training Instructor(s) shall have a background with a minimum of two years of successful experience in training experience (civilian community law enforcement, military service law enforcement, or commercial/industrial security force service).

11.4.2 Contractor may propose, by written request, an employee for a training instructor position who lacks above experience, provided Contractor offers evidence of similar training experience. Acceptance of such an alternative shall be at discretion of CO.

11.4.3 Training Instructor shall possess appropriate certifications to perform First Aid, CPR, AED, and firearms instructions. Training Instructors for First Aid, CPR, and AED must have an Instructor certification from ARC or AHA.

### **11.5 Other Than Key Personnel**

#### **11.5.1 Corporate Security Officer**

11.5.1.1 Contractor shall appoint an individual to perform as Corporate Security Officer. Though not designated as “key personnel” this position serves as an integral point of contact and will interface with DHS Security Office, through COTR, on security related matters.

11.5.1.2 Requirements listed under section 11.1 for “key personnel” do not apply to Corporate Security Officer.

## **12 Operations**

### **12.1 Work Site**

#### **12.1.1 Schedule**

12.1.1.1 Contractor shall be responsible for scheduling work and notifying PSOs of work schedules, in a manner consistent with effective contract management. Contractor shall furnish a copy of most current schedule to Government when requested by CO or COTR,

#### **12.1.2 Breaks**

12.1.2.1 Contractor shall provide breaks and/or meal periods in accordance with minimum state requirements and/or applicable Collective Bargaining Agreements. Exhibit 1 specifies which posts require a PSO relief provision.

### **12.2 Compliance**

12.2.1 Contractor is responsible for compliance with workplace regulations, including, but not limited to OSHA regulations.

### **12.3 Labor Category**

12.3.1 Contractor may only utilize DOL Category Guard II Security Officers to perform services under this contract.

### **12.4 Contract Effort Required**

#### **12.4.1 Productive Hours**

12.4.1.1 SOW Exhibit 1 provides basis for estimated quantities of PSO coverage included under this contract. SOW Exhibit which reflects current recurring coverage, in described areas, is for estimating purposes only. Each task order will be issued with actual requirements and will set forth a ceiling price in the Schedule.

#### **12.4.2 Reserve Security Force**

12.4.2.1 Contractor shall maintain an on-call reserve force (e.g. basic, temporary additional services) at all times; staffing and resources must be sufficient to perform required services, to including, out-of-service training, employee leave status, and COOP activation.

12.4.2.2 Reserve PSOs shall meet minimum qualification standards before working any post.

### **12.4.3 Emergency Security Services**

12.4.3.1 Contractor shall furnish properly qualified PSOs, management, supervision, and equipment and supplies for sustained emergency surge security force services; i.e. natural disasters, civil disturbances, or other unanticipated events.

12.4.3.2 Hourly rate for emergency PSO services shall be inclusive of all costs (e.g. travel costs, per diem, lodging, mileage, and vehicles) directly related to or incidental to providing service at locations specified by Government when ordered. There will be no “phase-in” period for these requirements.

12.4.3.3 Requirements ordered under emergency force service CLIN(s) will be for no more than 120 days of service.

12.4.3.4 Government shall notify Contractor within 30 days prior to expiration of emergency force service task order. If long-term requirements are needed, those posts/locations shall be calculated at basic hourly rates for fixed posts/facilities, as specified in contract.

## **13 Government-Provided Property**

### **13.1 General Information**

13.1.1 Contractor shall use and/or operate Government–provided property in a responsible manner. Contractor is solely responsible for care and accountability of Government-provided equipment in accordance with terms and conditions of this Contract.

13.1.2 Contractor shall return all Government–provided property to COTR, to include identification, equipment, or access materials when; property is no longer necessary for contract performance, expired, employee termination/resignation, or at direction of COTR within five calendar days of any event listed above.

13.1.3 Contractor will return any Tenant-provided property to issuing agency, to include identification, equipment, or access material when; property is no longer necessary for contract performance, expired, employee termination/resignation, or at direction of COTR within five calendar days of any event listed above.

### **13.2 Use of Government Property**

13.2.1 Contractor shall use Government property for official Government business only, in performance of this contract. Contractor and contract employees shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor.

13.2.2 Contractor shall reimburse Government for expenses associated with misuse or abuse of Government furnished property or equipment by contract employees.

### **13.3 Accountability of Government Property**

13.3.1 Property furnished by Government under this contract shall remain Government property. Upon termination or conclusion of contract, Contractor shall render an accounting of such property that has come into their possession during contract period. Contractor will acknowledge receipt of Government-issued property on a Government property receipt form (Exhibit 2E).

13.3.2 If any Government issued (DHS, FPS, or tenant agency) identification, equipment, or access materials are not available to for return, Contractor must submit a report to COTR, referencing any control number, name of individual to whom issued, last known location and disposition of item.

13.3.3 Government shall repair or replace any Government-provided property that incurs damage or loss from improper use or negligence by contract employees. Government shall deduct cost of such repairs or replacement from Contractor’s invoice. Contractor shall remunerate Government for expenses associated with misuse of telephones or other Government furnished office equipment by contract employees.

13.3.4 Unless otherwise specified, Government is responsible for repair and maintenance of Government-provided property.

13.3.5 Contractor is responsible for timely reporting, as identified herein, to COTR of any property deficiencies or losses. Contractor shall identify loss or damage to Government-provided property to COTR as soon as possible, but no later than 24 hours after discovery by Contractor.

13.3.6 Contractor shall provide COTR with an inventory of Government-provided property no later than 10<sup>th</sup> day of January, April, July, and October. Inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment. Inventory reports shall be in writing, using a Government form (Exhibit 2B) or format approved by COTR.

#### **13.4 Safeguarding Government Property**

13.4.1 Contractor shall take reasonable precautions to safeguard and protect Government property, as directed by Government or in absence of such direction, in accordance with sound industrial practices.

13.4.2 Work under this contract may require contract employees to have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to Government, other private parties performing, or seeking to perform work for Government.

13.4.3 No contract employee shall have authorization to read, photocopy, remove, or otherwise appropriate such information for personal use or disclose such information to third parties unless specifically authorized in writing by CO. Violations of this policy may result in contractual actions up to and including Termination for Default or default, as applicable, and/or removal of contractor employee.

13.4.4 Government may pursue any available contractual or legal remedies for the unauthorized use of information and/or property to include prosecution under the law.

#### **13.5 HSPD-12 Personal Identity Verification (PIV) Cards**

13.5.1 PSOs working under contracts, with a period of performance of 6-months or longer, will be required to complete PIV card process.

13.5.2 PIV Cards are valid for three years from date issue, unless lost, surrendered, or revoked.

13.5.3 Valid PIV cards previously issued to PSO, by a DHS component, will be accepted. PIV cards issued by a non-DHS component will not be recognized by DHS and PSOs must complete PIV card process.

13.5.4 Contractor shall follow procedures contained in Exhibit 9E, Government Provided Property HSPD-12 Personal Identity Verification (PIV) Card Employee Application Process, to obtain a PIV card for each contract employee (prime and subcontracted).

13.5.5 In instances where an employee requires a new PIV card, due to a name change, Contractor shall contact COTR and Region Suitability Office to initiate action. Employee will be required to provide legal documentation showing official name change.

13.5.6 CO shall have express authority to demand return of PIV card for any contract employee who does not maintain contract compliance, qualification, and/or certification standards.

13.5.7 Contractor shall follow established procedures for reporting lost/stolen PIV cards, in accordance with section 13.3.5

## **14 Contractor-Provided Property**

### **14.1 General Information**

14.1.1 Contractor shall furnish and maintain uniform and equipment items in a condition acceptable to Government.

14.1.2 Contractor is solely responsible for quality and performance of Contractor-provided equipment.

14.1.3 Contractor shall provide COTR an inventory of Contractor-Provided Property on an annual basis by January 10 of each contract year. Inventory shall include Contractor furnished equipment, uniforms, and non-expendable supplementary equipment.

14.1.4 Contractor may have a requirement to furnish some or all types of equipment described herein. Current requirements for such equipment are set forth within related SOW Exhibits. If no current requirements exist, Government may modify contract at any time to incorporate emerging requirements.

### **14.2 Communications Equipment**

14.2.1 Contractor shall obtain applicable permits in accordance with Federal Regulations for operation of such radio equipment. Contractor shall provide a copy of such permits to COTR prior to utilization of designated frequencies. Government may identify radio frequencies for use by Contractor.

14.2.2 Contractor must ensure useful availability of Contractor furnished communications equipment on a continuous basis. Contractor shall immediately provide fully operational substitute communications equipment when primary equipment is temporarily inoperable.

### **14.3 Vehicles**

14.3.1 Contractor shall obtain applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for operation of vehicles.

14.3.2 All costs for operation and maintenance of vehicle(s), including license and insurance fees, shall be borne by Contractor.

### **14.4 Firearms, Ammunition, and Less-Than-Lethal Weapons**

14.4.1 Contractor shall obtain applicable permits, licenses, and registrations in accordance with Federal, state, and local laws for acquisition, carriage, and use of firearms, ammunition, and less-than-lethal weapons.

14.4.2 All costs associated for acquisition and maintenance of firearms, including license and insurance fees, shall be borne by Contractor.

14.4.3 Contractor shall provide applicable accessories such as clearing barrels, trigger locks, gun lockers, cleaning products, etc.

14.4.4 Modifications to firearm mechanisms must comply with manufacturer's specifications and requirements.

14.4.5 Contractor must acquire ammunition from a commercial source.

14.4.6 Exhibit 8C specifies amount and type of ammunition, including additional rounds for contingency. For those contracts storing weapons on site, Contractor shall store and secure additional ammunition on-site, periodically rotating old duty ammunition with new ammunition. (Terms of solicitation will expressly state if weapons can be stored on Government site. If terms do not explicitly provide for on site storage, such storage will not be available).

14.4.7 Contractor shall maintain documentation for each firearm; documentation will include, at a minimum; make, model, caliber, and serial number.

14.4.8 Contractor will provided a copy of firearm inventory to COTR prior to contract performance date and shall keep list current; any change to firearm inventory must be forwarded to COTR within one week of change.

14.4.9 PSOs shall inspect firearm for serviceability prior too each tour of duty and must arm with three magazines or speed loaders, at full capacity, in a duty-ready manner (magazine in weapon/round in chamber).

## **14.5 Personal Protective Equipment (PPE)**

14.5.1 Contractor is responsible for ensuring protections of workforce are in accordance with [29 CFR 1910.120](#).

14.5.2 Contractor shall furnish, stock, distribute, and sustain PPE as identified and required (Exhibit 8D) to reduce risks associated with environmental hazards, natural and synthetic toxins, bio-medical hazards, etc.

14.5.3 Contractor shall follow OSHA standards for respiratory protection including [Appendix D to 29 C.F.R. § 1910.134](#). FPS will require Contractor to medically evaluate and clear contract PSOs for use of respirators, at least every three years, in accordance with [29 CFR 1910.134](#). Contractor is responsible for employee fit testing, at such time a public health authority declares use of respirators to be mandatory.

14.5.4 PSOs shall wear all required PPE in performance of their duties when doing so complies with existing facility protocol; federal, state, or local public health authority recommendation related to type of duty performed; or locale in which PSO is performing; or when expressly authorized to do so by CO or COTR.

14.5.5 Government may provide Contractor with quantities of some or all items as specified in Exhibit 9C; when, where, and if available. Contractor shall not rely on possible Government provisions to meet requirements.

## **14.6 Uniforms and Grooming**

14.6.1 PSO uniforms shall be of a style in general use by large security force organizations. Government reserves right to review uniform components. PSOs shall wear same color and style of uniform and maintain a professional and neat appearance at all times.

14.6.2 PSOs shall comply with standards for wear and care of uniform items in accordance with SGIM.

14.6.3 PSOs shall wear PIV card on outermost uniform garment or as otherwise directed by COTR.

14.6.4 Contractors shall grant reasonable accommodations to religious practices of PSOs, without regard to religious preferences; as long as religious practices do not affect PSOs ability to perform required tasks or a significant safety risk. COTR shall review reasonable accommodation documentation to ensure completeness and contract compliance.

14.6.4.1 Accommodations shall be consistent with legal and Constitutional standards and essential mission requirements. Accommodated religious practice shall not suggest government endorsement of any particular faith, shall not reasonably appear to propagate an individual's faith, shall not significantly undermine public's confidence in FPS, shall not create a significant safety risk to PSOs or public, and shall not conflict with mission-essential job task requirements.

14.6.4.2 PSOs may carry/wear objects of religious significance when their faith requires, provided it is done so discreetly (i.e. under uniform whenever possible) and does not interfere with uniform wear and function.

14.6.4.3 Religious headgear shall be consistent with duty uniform colors and shall be no larger than required by an individual's religious requirements. PSOs may have a requirement for religious headgear to bear an insignia and other distinctive uniform markings for ease identification during an emergency.

14.6.4.4 Contractors will grant reasonable accommodations to grooming standards such as haircut and shaving standards.

14.6.4.5 PSOs receiving an accommodation shall maintain as neat and professional an appearance as religious requirements permit. Whenever possible, PSOs will wear hair, in excess of regulation length, under a uniform hat or appropriate religious headgear. PSOs shall neatly comb facial hair exceeding regulation length.

## **14.7 Supplementary Equipment**

14.7.1 Contractor is responsible for furnishing supplementary equipment identified in Exhibit 8B. PSOs shall not possess unauthorized supplemental or personal equipment (e.g., equipment not issued by Contractor or required by this contract). CO may direct removal of PSOs, if found in possession of unauthorized equipment while on post.

## **15 Quality Control, Quality Assurance, and Performance Evaluations**

### **15.1 Quality Control**

15.1.1 Contractor Quality Control Monitors shall conduct inspections in accordance with Quality Control Plan. Inspections shall be as frequent and necessary to ensure effective performance. Contractor may perform more inspections than listed and required in Quality Control Plan.

15.1.2 Quality Control Monitors shall not serve as PSOs working under this Contract.

15.1.3 Quality Control Monitors shall prepare Quality Control Inspection Reports. Reports shall remain on file with Contractor during entire contract period and made available to Government upon request.

15.1.4 Contractor shall provide quarterly reports detailing results of Quality Control Inspections to COTR. Reports should be received no later than 10<sup>th</sup> day of January, April, July, and October.

15.1.5 Contractor shall brief COTR within 24 hours of any deficiencies noted during an inspection and actions taken or planned to correct a deficiency.

15.1.6 Contractor is required, solely at its expense, to have sufficient quality controls which may ultimately be in excess of what Contractor identified in its proposal. If Contractor's performance indicates a need for additional quality control measures, CO and COTR will meet with Contractor to discuss performance, Quality Control Plan, and any other areas of concern.

### **15.2 Quality Assurance**

15.2.1 Government shall use methods deemed necessary to ensure Contractor and contract employees are following terms of contract. These methods may include, but are not limited to, the following;

- Audits of records
- Audits of security and administrative procedures
- Uniformed or undercover surveillance by FPS staff
- Intrusion tests by undercover FPS staff to evaluate security force's actions
- Surveys of facility tenants regarding PSO performance, to include, but not limited to, professionalism, courtesy, and knowledge of their assigned duties

15.2.2 Training and qualifying sessions sponsored or provided by Contractor shall be subject to observation by CO, COTR, or any FPS personnel without advance notice. Purpose of such observation is to ensure Contractor is providing quality training and meeting training requirements defined in this contract.

15.2.3 If Government identifies a breach of assigned duties by contract employee(s) during oversight activities, CO and/or COTR shall contact Contractor to discuss findings and steps needed to correct an issue(s).

15.2.4 Government may take appropriate contractual remedies where Contractor does not render services in accordance with provisions of this contract.

### **15.3 Performance Evaluations**

15.3.1 CO and/or COTR shall meet with Contractor (either in person or via teleconference) on a regular basis, but not less than annually, to discuss results of Government and Contractor quality control findings and overall performance.

15.3.2 COTR, via CO, may request Contractor to take additional steps to improve both, overall performance and adherence to submitted plans, in accordance with Section 3 (Transition, Training, Quality Control, and COOP Plans).

15.3.3 Contractors non-adherence to submitted plans may reflect negatively during annual performance evaluation and/or result in Government taking other contractual remedies.

15.3.4 Government shall formally evaluate, in writing, Contractor's performance *at least* once per year. When possible, Government should provide Contractor an opportunity to correct minor deficiencies, prior to completing performance evaluation.

15.3.5 Contractor shall have an opportunity to respond, in writing, to performance evaluations. Contractor response must be received within 30 days of receipt of performance evaluation.

15.3.6 CO shall file both, performance evaluation and Contractor's response, if applicable, within contract file.

15.3.7 If Contractor does not respond, in writing, to a performance evaluation, CO shall presume Contractor's complete concurrence with performance evaluation findings.

15.3.8 CO shall complete a memorandum for record identifying Contractors non-response and file with applicable performance evaluation.

15.3.9 Government shall use performance evaluations as a factor to determine whether to exercise any available option period and/or as a factor to determine whether to award any future contract(s).

## 16 Deliverables

	<b>Item<sup>2</sup></b>	<b>Due on or by<sup>3</sup></b>	<b>Section Reference</b>
1	Transition Plan	7 calendar days after award	<a href="#">3.2</a>
2	Training Plan	10 calendar days after award	<a href="#">3.3</a>
3	Key Personnel Suitability Packages	10 calendar days after award	<a href="#">5.3.1.3</a>
4	Quality Control Plan	15 calendar days after award	<a href="#">3.4</a>
5	Contingency & Continuity of Operations Plan	15 calendar days after award	<a href="#">3.5</a>
6	Transition Status Reports	Weekly; Monday by 10:00 am; until all action items closed	<a href="#">2.1.5</a> and/or <a href="#">3.2</a>
7	Business & Corporate Licenses	Prior to PSOs standing post	<a href="#">4</a>
8	Certification Information	7 calendar days after completion of certification requirement	<a href="#">7.2</a>
9	Training & Qualification Schedule	10 <sup>th</sup> day of each month, provided one month in advance	<a href="#">6.2</a>
10	DHS 139	Weekly; Monday by 10:00 am	<a href="#">9.22</a>

<sup>2</sup> All items due to Government unless otherwise noted.

<sup>3</sup> All times are local time zone for COTR

11	Memorandum of invoice discrepancies	Weekly, Monday by 10:00 am	<a href="#">9.21.7</a>
12	DHS 3155s (Offense and Incident Report)	Weekly; Monday by 10:00 am	<a href="#">9.17</a>
13	Prohibited Items Reports	Weekly; Monday by 10:00 am	<a href="#">9.17</a>
14	Quarterly Drug Screening Report	By 10 <sup>th</sup> day of January, April, July, October	<a href="#">5.2.4</a>
15	Quarterly Inventory Report of Contractor Property	By 10 <sup>th</sup> day of January, April, July, October	<a href="#">14.1.3</a>
16	Quarterly Inventory Report of Government Property	By 10 <sup>th</sup> day of January, April, July, October	<a href="#">13.3.6</a>
17	Quarterly Quality Control Inspection Report	By 10 <sup>th</sup> day of January, April, July, October	<a href="#">15.1.4</a>
18	Notification/Reporting of Adverse Information	Within 12 hours of any event requiring notification/reporting of adverse information	<a href="#">10.2</a>
19	Deficiencies noted during Quality Control Inspections	Within 24 hours of any deficiencies noted during inspection.	<a href="#">15.1.5</a>
20	Arrest Notifications	Within 12 hours of any event requiring notification/reporting of adverse information	<a href="#">10.2.2</a>
21	Government-Provided Property	Within 5 calendar days of any event listed in paragraph 13.1.2.	<a href="#">13.1.2</a>

22	Tennant-Provided Property	Within 5 calendar days of any event listed in paragraph 13.1.3.	<a href="#">13.1.3</a>
23	Training, Medical, Suitability, Security and Personnel Records to Incoming Contractor	45 calendar days prior to end of performance period	<a href="#">2.2.2</a>
24	Post Operations Log	Upon Request	<a href="#">9.3.6</a>
25	Meeting Minutes	Within 7 calendar days after meeting date.	<a href="#">2.3.4</a>

## List of Exhibits

EXHIBIT	SOW REF.	TITLE	PAGE
1		Post Exhibit	<a href="#">3</a>
2		List of Required Forms	<a href="#">4</a>
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2B	13.3.6	Inventory of Government Provided Equipment	<a href="#">8</a>
2C	11.1.1	Key Personnel Resume	<a href="#">9</a>
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2G	7.2.1.4	Non-Disclosure Agreement	<a href="#">14</a>
2H	9.17.3	DHS Form 3155, Offense/Incident Report	<a href="#">18</a>
2I	Exhibit 9E	DHS Form 11000-14, Identification Access Control Card Request	<a href="#">23</a>
2J	Exhibit 9E	DHS Form 11000-27, Federal Emergency Response Official Designation Request	<a href="#">24</a>
3A	7.2.1	Contractor's Certification of Basic Training	<a href="#">25</a>
3B	6.3.1	Contractor's Certification of Initial and Transitional-Platform Firearms and Less-Than-Lethal Weapons Training	<a href="#">26</a>
3C	6.3.1	Contractor's Certification of Government-Provided Training	<a href="#">27</a>
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4	6.4	Required Training	<a href="#">30</a>
4A	6.2	Contractor's Training Schedule and Plan	<a href="#">31</a>
4B	6.4.1.2	Contractor-Provided Basic Training	<a href="#">32</a>
4C	6.6.2	Contractor-Provided Initial and Transitional-Platform Firearms and Less-Than-Lethal Weapons Training and Qualifications	<a href="#">36</a>
4D	6.6.5	Contractor-Provided Annual Weapons Refresher Training and Qualification	<a href="#">43</a>
4E	6.4.1.3	Contractor-Provided Refresher Training	<a href="#">44</a>
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4G	6.7.3	Government-Provided Screener Training	<a href="#">51</a>
5	7.2.1	Contractor and PSO Data Files	<a href="#">52</a>
6	9.21	Post Tracking System Instructions	<a href="#">56</a>
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8C	14.4	Contractor-Provided Firearms and Ammunition	<a href="#">87</a>
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<b>EXHIBIT</b>	<b>SOW REF.</b>	<b>TITLE</b>	<b>PAGE</b>
8E	14.2	Contractor-Provided Communications Equipment	<a href="#">91</a>
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9A	13	Government-Provided Uniform Items	<a href="#">93</a>
9B	13	Government-Provided Supplementary Equipment	<a href="#">94</a>
9C	13	Government-Provided Personal Protective Equipment	<a href="#">95</a>
9D	13	Government-Provided Communications Equipment	<a href="#">96</a>
9E	13	Government-Provided HSPD-12 Personal Identification Verification (PIV) Card	<a href="#">97</a>
9F	13	Form I-9 List of Acceptable Documents	<a href="#">99</a>
10	1.4.6	Federal Management Regulations Subpart C, <i>Conduct on Federal Property</i> (41 CFR 102-74)	<a href="#">100</a>



## Exhibit 2 List of Required Forms

<b>Form</b>	<b>SOW Reference</b>	<b>Form Title</b>	<b>Location</b>
	5.3.2.1	Contractor Information Worksheet	Exhibit 2A
	5.3.2.1	e-Verify Confirmation Notice	e-Qip
	5.3.2.1	Foreign National Relatives or Associates Statement	e-Qip
	13.3.6	Inventory of Government Provided Equipment	Exhibit 2B
	11.1.1	Key Personnel Resume	Exhibit 2C
	5.1.4	Lautenberg Amendment Statement	e-Qip Exhibit 2D
	5.2.2.1	Medical Questionnaire/Physical Abilities Test Administrator's Manual	Exhibit 7
	13.3.1	Receipt for Government Property	Exhibit 2E
	9.2	Security Post Assignment Record (Post Orders)	On Post
DD 254	5.4.1.1	Security Requirements Checklist	Provided by Government
DD 441	5.4.1.5	Security Agreement	Provided by Government
DHS 139	9.22.3	Record of Time of Arrival and Departure from Building	Exhibit 2F
DHS 11000-6	7.2.1.4	Non-Disclosure Agreement	Exhibit 2G
DHS 11000-9	5.3.2.1	Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act	e-Qip
FD 258	5.3.2.1	Fingerprint Application Card	Provided by Government
DHS 3155	9.17.1	Offense/Incident Report	Exhibit 2H
SF 85P	5.3.2.1	Questionnaire for Public Trust Positions	e-Qip
SF 85PS	5.3.2.1	Supplemental Questionnaire for Selected Positions	e-Qip
SF 86	5.4.3.1	Questionnaire for National Security Positions	e-Qip
DHS 11000-14	Exhibit 9E	Identification Access Control Card Request	Exhibit 2I
DHS 11000-27	Exhibit 9E	Federal Emergency Response Official Designation Request	Exhibit 2J

## Exhibit 2A Contractor Information Worksheet

Type Contractor <input type="checkbox"/> PSO <input type="checkbox"/> Non-PSO		Prefer <input type="checkbox"/> Online (e-QIP)		(MBI / LBI / BI only) <input type="checkbox"/> Routine <input type="checkbox"/> Expedite (Extra Cost)	
<b>1. Contract Employee Information</b>					
NAME: Last/Family		First/Given		Middle	Suffix
Social Security #	Date of Birth MMDDYYYY	Place of Birth: City		State	Country
E-mail Address				Phone # (Day)	Phone # (Cell)
Position (Job) Title		IT/System Admin Position? <input type="checkbox"/>	Prior Investigation? <input type="checkbox"/> Yes <input type="checkbox"/> No	Investigation Date	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	Aliens: Port of Entry City and State		Date of Entry	Alien Registration #	Citizenship
<b>2. Contract Information</b>					
Company Name		Company is <input type="checkbox"/> Prime <input type="checkbox"/> Sub Contractor		If Sub, Name of Prime	
Contract / Work Order / RWA #		Contract Start Date	End Date	<input type="checkbox"/> Has Option Years OR End Date TBD	
Company Point of Contact (POC) Name		Phone # (Day)	E-mail Address		
<b>3. Project/Work Location Information (Government site where contractor is working)</b>					
Building Name		GSA Building #	Building Address		
<b>4. Type of Investigation Requested for: HSPD-12 PIV Card Credential</b>					
<input type="checkbox"/> Public Trust Positions (Suitability)		<input type="checkbox"/> Moderate Risk - (LBI / MBI)		<input type="checkbox"/> HIGH Risk - (BI)	
<input type="checkbox"/> National Industrial Security Clearance		<input type="checkbox"/> CONFIDENTIAL (NACLC)		<input type="checkbox"/> SECRET (NACLC)	<input type="checkbox"/> TOP SECRET (SSBI)
<b>5. Requesting Official (Sponsor) Information</b>					
Sponsor's Name		Title		Is COR/COTR <input type="checkbox"/> Yes	FPS Regional Office Number
E-mail Address			Phone # (Day)	Forms Reviewed <input type="checkbox"/> Yes	Review Date

## 6. DHS Federal Protective Service Contract Suitability Adjudication (*Staff use ONLY*) Personnel Security Investigation:

OPM PIPS Inv	<input type="checkbox"/> Release Form <input type="checkbox"/> CER	Date Forms Received	Suitability Decision Preliminary Date	Notify Preliminary Decision
Inv #	<input type="checkbox"/> Med Release <input type="checkbox"/> GSA 3665			<input type="checkbox"/> eMail: COTR/ Requesting Official <input type="checkbox"/> eMail: Subject <input type="checkbox"/> eMail: Subject's Company POC
Status	<input type="checkbox"/> FD 258	<input type="checkbox"/> SF85P Reviewed	<input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable	<b>Final Decision</b>
Date of INV	<input type="checkbox"/> CS Case <input type="checkbox"/> FD 258 <b>RAP</b> <input type="checkbox"/> Just	<input type="checkbox"/> Scanned/TIF	<b>Final Date</b>	<input type="checkbox"/> eMail: COTR/ Requesting Official <input type="checkbox"/> eMail: Subject <input type="checkbox"/> eMail: Subject's Company POC
e-QIP Invitation #		Date Sent to OPM	<input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable	
Date E-Mail Sent				
Comments/Notes:				

### Contractor Information Worksheet Instructions

#### Privacy Act Notice

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information is authorized by the Federal Property and Administrative Services Act of 1949, as amended, and Part III of Title 5, U.S.C; O. 9397 Disclosure of the information is voluntary. This form will be used as a means to prepare and issue a credential or pass. Information will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions, or pursuant to a request by DHS or such other agency in connection with the firing or retention of an employee, the issuance of a security clearance, the investigation of an employee, the letting of a contract, or the issuance of a license, grant, or other benefit. If the individual does not provide some or any part of the requested information, the employee will not be issued a credential and will not be allowed to enter a GSA-controlled building after normal working hours or when the building is under security.

#### Submission Information

1. Ensure all information is complete and accurate
2. Return this form to your Supervisor/Contracting Officer for delivery to FPS Regional Field Contract Suitability Adjudication Office for "e-QIP" invite.
3. If a contractor opts to fill out a "Hard Copy" version of the SF-85P due to emergency operations, complete the background investigation package and send it along with Contractor Information Worksheet. SF-85P is available on [GSA InSite](#)
4. **MAILING INSTRUCTIONS FOR FPS Staff:** If the contractor is a **Non-Protective Security Officer (PSO) and performing contract administrative duties on the PSO contract at the federal government facilities**, the background investigation package must be mailed to the respective FPS Regional Contract Suitability Adjudication Field Offices listed below:

Region	Regional CSA PoC	Phone #	FAX	Street	Suite, Room	City	ST	Zip + 4
HQ	Evelyn Flores	(b)(6)	202) 245-610	(b)(6)		Washington	DC	20528
HQ	Sean Mihaly		202) 245-610			Washington	DC	20528
ARRA	Terry Hudson		202) 245-610			Washington	DC	20528
1	Valerie DiMare		617) 565-169			Boston	MA	02222-1001
2	George L. Ware		212)264-803			New York	NY	10278-0004
3	Lisa M. Leo		215) 521-169			Philadelphia	PA	19106-1538
4	Todd Ware		404) 893-505			Atlanta	GA	30303-3704
5	Doris Meaux		312) 353-257			Chicago	IL	60604-1505
6	Sara Reisenbichler		816) 426-160			Kansas City	MO	64106-2818
7	Contact COTR							
8	"Mike" Prado		303) 236-413			Lakewood	CO	80225-0000
9	May S. Joe	213) 894-767	Los Angeles	CA	90012-3322			
10	Janis Davis	253) 815-754	Auburn	WA	98001-9345			
11	Contact COTR							

**Type of Investigation Requirements- Contractor**

Position Type	Position Sensitivity Levels	Clearance Levels	DHS Investigation Requirement
National Security	Special & Critical Sensitive	Top Secret / Top Secret-SCI	SSBI – Single Scope Backgrnd Inv
	Non-Critical Sensitive	Secret / Confidential	NACLC – National Agency Checks w/Law & Credit
Public Trust	High Risk	N/A	BI – Background Investigation
	Moderate Risk	N/A	MBI – Minimum Background Investigation
	Low Risk	N/A	NACI – National Agency Check w/Written Inquiries



## Exhibit 2C Key Personnel Resume

Employee's Name: \_\_\_\_\_ SSN: - - -  
 PROPOSED POSITION TITLE: \_\_\_\_\_

SUPERVISOR'S NAME: \_\_\_\_\_

CURRENT POSITION WITH THE CONTRACT FIRM: \_\_\_\_\_

TIME IN CURRENT POSITION: (Yrs. Mos.) \_\_\_\_\_

RESPONSIBLE FOR THE WORK OF: \_\_\_\_\_ PERSONS

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

\_\_\_\_\_  
 \_\_\_\_\_

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

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

Employee's Name:

SSN: - -

**EDUCATION SUMMARY:**

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

**PROVIDE A BRIEF STATEMENT OF WHY CONTRACTOR BELIEVES THAT THIS INDIVIDUAL HAS THE QUALIFICATIONS FOR THIS CONTRACT.**

## Exhibit 2D Lautenberg Statement

### Public Law 104-208 & Title 18 USC Sections 921, 922 and 925

1. Public Law 104-208 has amended Title 18, United States Code, Sections, 921, 922 and 925, making unlawful for any person convicted of a misdemeanor crime of domestic violence (spouse abuse, parent abuse, child abuse, etc.) to ship, transport, possess, or receive firearms or ammunition. Presently, there are no exceptions or time limits included in this law.
  
2. Therefore, anyone ever convicted of the subject crime(s) would be affected by its provisions. Since a person convicted of a misdemeanor crime of domestic violence can NOT possess a firearm or ammunition, such a person may NOT perform as an armed Contract employee.
  
- 3a. Have you ever been convicted of a misdemeanor crime of domestic violence, as defined by 18 U.S.C. §921(a)(33)?  
  

YES \_\_\_\_\_ NO \_\_\_\_\_
  
- 3b. If you answered YES, provide the following information with respect to each conviction:
  - a. Court/Jurisdiction:
  - b. Docket/Case Number:
  - c. Statute/Charge:
  - d. Date Sentenced:
  
- 3c. I certify that, to the best of my information and belief, all of the information provided by me here is true, correct, current, complete and made in good faith. I understand that false or fraudulent information provided herein may be grounds for adverse action, up to and including removal, and is also criminally punishable pursuant to Federal law, including 18 U.S.C. §1001.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print your complete legal name)





# Exhibit 2G

## Non-Disclosure Agreement

DEPARTMENT OF HOMELAND SECURITY

### NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an individual official, employee, consultant, or subcontractor of or to (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

(Signer will acknowledge the category or categories of information that he or she may have access to, and the signer's willingness to comply with the standards for protection by placing his or her initials in front of the applicable category or categories.)

Initials:

#### **Protected Critical Infrastructure Information (PCII)**

I attest that I am familiar with, and I will comply with all requirements of the PCII program set out in the Critical Infrastructure Information Act of 2002 (CII Act) (Title II, Subtitle B, of the Homeland Security Act of 2002, Public Law 107-296, 196 Stat. 2135, 6 USC 101 et seq.), as amended, the implementing regulations thereto (6 CFR Part 29), as amended, and the applicable PCII Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the PCII Program Manager or the PCII Program Manager's designee.

Initials:

#### **Sensitive Security Information (SSI)**

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

Initials:

#### **Other Sensitive but Unclassified (SBU)**

As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.
3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.
4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.
5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCII Program Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession.  
  
(2) If the Authorized Entity is a United States Government contractor performing services in support of the PCII Program, I will not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has first made in writing, with respect to the contractor, the certification as provided for in Section 29.8(c) of the implementing regulations to the CII Act, as amended.  
  
(b) For SSI and SBU - I hereby agree that material which I have in my possession and containing information covered by this Agreement, will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to the specific categories of information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to DHS; and/or 3) upon the determination that my official duties do not require further access to such information.
6. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, in the case of SSI or SBU, unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to the specific category of information or, in the case of PCII, unless such alteration or removal is authorized by the PCII Program Manager or the PCII Program Manager's designee. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same matter as the original.
7. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

9. (a) With respect to SSI and SBU, I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.

(b) With respect to PCII I hereby assign to the entity owning the PCII and the United States Government, all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of PCII not consistent with the terms of this Agreement.

10. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government and, with respect to PCII, the Authorized Entity, may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

11. Unless and until I am released in writing by an authorized representative of the Department of Homeland Security (if permissible for the particular category of information), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.

14. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

15. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

16. I represent and warrant that I have the authority to enter into this Agreement.

17. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

DEPARTMENT OF HOMELAND SECURITY

**NON-DISCLOSURE AGREEMENT**

Acknowledgement

Typed/Printed Name:

Telephone Number:

Government/Department/Agency/Business Address

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:

Date:

**WITNESS:**

Typed/Printed Name:

Telephone Number:

Government/Department/Agency/Business Address

Signature:

Date:

This form is not subject to the requirements of P.L. 104-13, "Paperwork Reduction Act of 1995" 44 USC, Chapter 35.

# Exhibit 2H Offense/Incident Report

<b>OFFENSE/INCIDENT REPORT</b>													
INSTRUCTIONS ARE PRINTED SEPARATELY. IF ADDITIONAL SPACE IS NEEDED, USE REVERSE OF FORM. IDENTIFY ITEMS.													
1. TYPE <input type="checkbox"/> a. ORIGINAL <input type="checkbox"/> b. CONTINUATION <input type="checkbox"/> c. SUPPLEMENT OR FOLLOW-UP							REPORT CONTROL SYMBOL <b>PB-126-1</b>						
2. CODE NO.	2a. SORT	3. TYPE OF OFFENSE OR INCIDENT					4. CASE CONTROL NO.						
5. BUILDING NO.		6. ADDRESS											
7. NAME OF AGENCY/BUREAU			8. AGENCY/BUREAU CODE		9. SPECIFIC LOCATION			10. LOCATION					
11. DATE/TIME OF OFFENSE/INCIDENT			12. DAY		13. DATE/TIME REPORTED			14. DAY					
16. NO. DEMONSTRATORS			17. NO. EVACUATED		a. TIME START		b. TIME END						
15. JURISDICTION (X)													
<input type="checkbox"/> 1. EXCLUSIVE													
<input type="checkbox"/> 2. CONCURRENT													
<input type="checkbox"/> 3. PARTIAL													
<input type="checkbox"/> 4. PROPRIETARY													
PERSONS INVOLVED													
ID CODE (a)	NAME AND ADDRESS (b)				AGE (c)	SEX (d)	RACE (e)	Country of Birth (e1)	Nationality (e2)	INJURY CODE (f)	TELEPHONE (g)		
PERSONS INVOLVED	18. Last Name, First, Middle Initial												
	Number, Street, Apt. No., City, State (ZIP Code)												
	Last Name, First, Middle Initial												
	Number, Street, Apt. No., City, State (ZIP Code)												
VEHICLE													
19a. STATUS <input type="checkbox"/> STOLEN <input type="checkbox"/> SUSPECT <input type="checkbox"/> GOV'T <input type="checkbox"/> PERSONAL <input type="checkbox"/> VANDALIZED <input type="checkbox"/> RECOVERED		b. YEAR	c. MAKE	d. MODEL	e. COLOR (Top/Bottom)		f. IDENTIFYING CHARACTERISTICS						
g. REGISTRATION		YEAR	STATE	TAG NO.		h. VIN		i. VALUE					
ITEMS TAKEN													
20a. NAME OF ITEM	b. QUANTITY	c. OWNERSHIP <input type="checkbox"/> GOV'T <input type="checkbox"/> PERSONAL		d. BRAND NAME									
e. SERIAL NO.	f. COLOR	g. MODEL			h. VALUE								
i. UNUSUAL OR UNIQUE FEATURES													
j. PROPERTY WAS <input type="checkbox"/> SECURED <input type="checkbox"/> UNSECURED	k. STATUS OF PROPERTY <input type="checkbox"/> RECOVERED <input type="checkbox"/> MISSING <input type="checkbox"/> PARTIAL RECOVERY	VALUE RECOVERED											
l. NAME OF ITEM	m. QUANTITY	n. OWNERSHIP <input type="checkbox"/> GOV'T <input type="checkbox"/> PERSONAL		o. BRAND NAME									
p. SERIAL NO.	q. COLOR	r. MODEL			s. VALUE								
t. UNUSUAL OR UNIQUE FEATURES													
u. PROPERTY WAS <input type="checkbox"/> SECURED <input type="checkbox"/> UNSECURED	v. STATUS OF PROPERTY <input type="checkbox"/> RECOVERED <input type="checkbox"/> MISSING <input type="checkbox"/> PARTIAL RECOVERY	VALUE RECOVERED											
21. NARRATIVE (if additional space is needed, use reverse of this form)													
22. NOTIFICATION													
a. OTHER POLICE AGENCIES	b. FIRE DEPT.	c. AMBULANCE	d. BUILDING MANAGER	e. OTHER (Specify)	23. EVIDENCE	TAG NO.	a. TYPE	b. WHERE STORED					
24. ATTACHMENTS (Mark "X" where applicable)	a. CONTINUATION SHEET	b. GSA FORM 3157	c. PROPERTY RECEIPT(S)	d. STATEMENT(S)	f. OTHER ATTACHMENTS (Specify)								
25. SUSPECT STATUS	NOT IDENTIFIED	GOV. CONTRACT	NON-GOV.	e. N/A	26. DISPOSITION OF SUSPECT								
a. ARRESTED	c. CITATION ISSUED	NO.	b. NOT ARRESTED	d. RELEASED	e. N/A								
<b>NOTE: Complete GSA Form 3157 when there is a Suspect, Att. Burglary, Burglary, Att. Robbery, Robbery or a Weapon is used.</b>													
27. TIME	a. RECEIVED	b. ARRIVED	c. RETURNED TO SERVICE										
28a. REVIEWED BY - NAME (Printed) AND SIGNATURE													
FPS	CG	b. DATE											
29a. BADGE	a1. CALLSIGN	a2. K9	a3. Contract Guard Company	b. NAME (Printed) AND SIGNATURE	c. DATE								
30. CASE REFERRED TO	a. FPS SA	b. LOCAL POLICE	c. STATE POLICE	d. FBI	e. IG	f. N/A	g. OTHER (Specify)	31. CASE	32a. APPROVING OFFICIALS NAME (Printed) AND SIGNATURE	b. DATE			
a. OPEN	b. CLOSED	c. UNFOUNDED	33. INVESTIGATOR STATUS	a. CASE #	b. ENTERED NCIC	c. SUSPECT DEVELOPED	d. SUSPECT ARRESTED	e. YES	f. PROPERTY RECOVERED	g. VALUE	h. CLEARED NCIC	i. REFERRED	j. DATE
YES	NO	N/A	YES	NO	N/A	YES	NO	N/A	YES	NO	N/A		

## INSTRUCTIONS

1. **TYPE.** Enter an X to indicate if this is an original, continuation page, or a supplement to a report previously made.
2. **CODE NO. (OFFENSE/INCIDENT CODE).** \*Enter 4-digit offense/incident code that corresponds to the offense/incident. In cases of vandalism, enter the offense/incident code number 1010 or 1020 and enter the word "vandalism" in Item 3, followed by the estimated dollar amount of damage. (Round off amount to nearest dollar; do not use decimal or cents.)
  - 2a. **SORT.** In those incidents involving the use of Special Operations Response Teams (SORT), place an X in this block.
3. **TYPE OF OFFENSE OR INCIDENT.** Enter in words the type of offense or incident being reported.
4. **CASE CONTROL NO.** Enter 11-character alphabetical/ numerical case number which is obtained from the control center. The case control number is constructed as follows: first and second places designate the region; third place, the district; fourth place, the zone; fifth place thru ninth, the number of cases listed consecutively through out the calendar year; 10th place, a letter designating the month, e.g., A=January, B=February, C=March, etc. The 11th place designates the calendar year. Only the last digit of the calendar year is entered. For example: in Region 8, District 2, Zone 5, the 4392 case of the year, occurring in FEBRUARY 1983, would be entered as 082504392B83.
5. **BUILDING NO.** Enter 8-character GSA building number. When building number does not apply, enter NA (not applicable) . (It is the responsibility of each region to provide these numbers to all officers.)
6. **ADDRESS.** Enter street, city, and State where offense/incident occurred.
7. **AGENCY/BUREAU NAME.** Enter agency/bureau name (i.e., Internal Revenue Service (IRS)).
8. **AGENCY/BUREAU CODE.** Enter 4-character agency/ bureau code in which offense/incident occurred. (It is the responsibility of each region to provide these numbers to all officers.)
9. **SPECIFIC LOCATION.** Enter in words a brief description of location of offense/incident. Always begin with general area, then room area, and then specific location (e.g., 1st floor, office, desk). Refer to example in Item 10.
10. **LOCATION CODE.** \*Enter alphabetical/numerical code. The first two places identify the general area or floor level where the incident occurred. The third and fourth places identify the room area; the fifth and sixth places provide the specific location of the incident. For example, if the offense/incident occurred on the first floor, in an office, from a desk code 010FDK would be entered for Item 10. (the last two places are used primarily in theft incidents. When use of the fifth and sixth places is inappropriate, enter NA (not applicable)).
- 11a and b. **DATE/TIME OF OFFENSE/INCIDENT.** Enter month, day, year and military time of offense/incident. Months must be entered in numerical order (i.e., January-01 through December-12). (If the date of the offense/incident is March 9, 1998, it would be recorded as 030998.) If exact date is unknown, but date last seen can be determined, enter that date. If neither of these dates is known, enter UNK (unknown).
12. **DAY.** Enter 2 letters for day of week on which the offense/incident occurred. Codes for days of the week are: SU, MO, TU, WE, TH, FR, SA, and UK (unknown).
- 13a and b. **DATE/TIME REPORTED.** Follow same instructions as in Item 11.
14. **DAY.** Follow same instructions as in Item 12.
  1. **JURISDICTION.** Enter an X in the appropriate box.
  2. **NO. OF DEMONSTRATORS.** Enter the estimated number of demonstrators.
  3. **NO. EVACUATED.** Enter the estimated number of evacuees.

17a. **TIME START.** Enter the time when evacuation began (use military time).

17b. **TIME END.** Enter the time the evacuees returned to evacuated area (use military time).

18. **PERSONS INVOLVED.** (Suspect, Victim, Witness, Reporting Party). If there are more than two people involved, prepare an additional GSA Form 3155. Use the same case number and fill in only the appropriate blocks.

18a. **ID (IDENTIFICATION) CODE.** Enter appropriate codes of persons involved: SU-suspect; VI-victim; WI-witness; RP-reporting party. If there is more than one person in same category, enter a numeric suffix as 1, 2, etc., (e.g., SU1, SU2, etc.).

18b. **NAME AND ADDRESS.** Enter name(s) and address(es) of person(s) identified. Record subject's full name. Show last name first, followed by first name, then middle initial. If subject doesn't have a middle initial, use NMI (no middle initial) to indicate this.

18c. **AGE.** Enter age if known; otherwise, enter UNK (unknown).

18d. **SEX.** Enter M-male or F-female.

18e. **RACE.** Enter appropriate code: A-Asian Pacific/Oriental; H-Hispanic, I-American Indian; B-Black; W-White; O-Other (explain in narrative), X-Unknown.

18e1. **COUNTRY OF BIRTH.** Enter Country Name if known.

18e2. **NATIONALITY.** Enter Nationality if known

18f. **INJURY CODE.** Enter appropriate code: O-none; 1-refused treatment; 2-first aid only; 3-hospitalized; 4-deceased.

18g. **TELEPHONE.** If known, enter area code(s) and number(s); otherwise, enter UNK (unknown).

19. **VEHICLE.** If more than one vehicle is involved, prepare an additional GSA Form 3155. Use the same control number and fill in only the appropriate blocks.

19a. **STATUS.** Check the appropriate box(es).

19b. **YEAR.** Enter model year of vehicle.

19c. **MAKE.** Enter make of vehicle.

19d. **MODEL.** Enter model of vehicle.

19e. **COLOR.** \*Enter appropriate color code. If more than one color, list in order from top to bottom and separate by slashes. Example: Cream vinyl top with blue body is entered as cmr/blu.

19f. **IDENTIFYING CHARACTERISTICS.** List any identifying characteristics of the vehicle, such as a cracked window, dented fenders, etc.

19g. **REGISTRATION.** Enter year, State and registration number printed on vehicle tag.

19h. **VIN (VEHICLE IDENTIFICATION NUMBER).** Enter vehicle identification number.

\*HB, FPS UNIFORMED FORCE OPERATION, CHAPTER 8. HB, FPS, STAFF OFFICER'S GUIDE, CHAPTER 5.

19i. **VALUE.** Enter estimated value of vehicle.

20. **ITEMS TAKEN.** If there are more than 2 items taken, prepare an additional GSA Form 3155. Use the same case number and fill in only the appropriate blocks.

20a. **NAME OF ITEM.** Identify item (e.g., typewriter, tools, radio equipment. etc.).

20b. **QUANTITY.** Enter number of items (e.g., for one item enter 001).

20c. **OWNERSHIP.** Check the appropriate box.

20d. **BRAND NAME.** Enter brand name (e.g., Remington).

20e. **SERIAL NUMBER.** Enter serial number, the word "none", or "unknown", as appropriate.

20f. **COLOR.** Enter color\*. Separate multi-colors with a slash (e.g., red, brown, and blue = red/bro/blu).

20g. **MODEL.** Enter model or number, if any.

20h. **VALUE.** Enter value (or estimated value) of items stolen. (Round the amount off to the nearest dollar; do not use decimal or cents).

20i. **UNUSUAL OR UNIQUE FEATURES.** List any features that will assist in identifying the property, such as an owner applied number (i.e., owner's social security number).

20j. **PROPERTY WAS.** Enter an X in appropriate box.

20k. **STATUS OF PROPERTY.** Enter an X in the appropriate box. If property is partially recovered, enter value of the amount recovered.

20l. through 20v. same as 20a. through 20k.

1. **NARRATIVE.** Enter details of offense/incident not included elsewhere in report, or when the word "other" has been used. If additional space is required, continue on page 2 of form and/or use and attach a blank sheet of paper.

2. **NOTIFICATION.** As required, enter time (military time)

of notification and arrival of appropriate units. 23a and b. **EVIDENCE.** Enter an X in the appropriate box, and the evidence tag number if applicable.

23c. **TYPE.** Identify type of evidence. 23d. **WHERE STORED.** Give current location of evidence.

1. **ATTACHMENTS.** Enter an X in the appropriate boxes, or specify in block marked "Other Attachments" (such as traffic accident forms).

2. **SUSPECT'S STATUS.** Enter an X in the appropriate box.

3. **DISPOSITION OF SUSPECT.** Enter an X in the appropriate box. Enter number of any citation issued to suspect.

4. **TIME (OF OFFENSE/INCIDENT).** Use military time. 27a. **RECEIVED.** Enter the assignment received. 27b. **ARRIVED.** Enter time arrived on scene. 27c. **RETURNED TO SERVICE.** Enter time returned to service. 28a. **REVIEWED BY.** Enter an X in the appropriate box to

indicate FPS (Federal Protective Service) or CG (Contract Guard).

28b and c. **NAME AND SIGNATURE.** Enter printed name and the signature of immediate supervisor reviewing report.

28d. **DATE.** Enter date report was reviewed.

29a. **BADGE.** Enter badge number of FPO completing the offense/incident report. Contract guards will enter the letters "CG". (when filling in these blocks, begin on the left and work from left to right).

29a1. **CALLSIGN.** Enter call sign number of FPO/Contract guard if known.

29a2. **K9.** Place an X in this box if FPO/Contract guard accompanied by K9. 29a3. **CONTRACT GUARD COMPANY.** Enter company name if known.

29b and c. **NAME AND SIGNATURE.** Enter printed name and the signature of FPO or contract guard completing the offense/incident report.

29d. **DATE SUBMITTED.** Enter date report submitted.

1. **CASE REFERRED TO.** Enter an X in the appropriate box(es). (The approving official is responsible for completing this block.)
2. **CASE STATUS.** Enter an X in the appropriate box. A case is closed when the offender has been identified, sufficient evidence has been collected to charge him/her, and he/she has been taken into custody. A case is also closed in instances where some element beyond police control precludes the placing of formal charges' against an offender (e.g., the U.S. Attorney refuses to prosecute).

32a and c. **APPROVING OFFICIAL (SIGNATURE AND NAME).** Completion of these blocks will indicate the report has been reviewed for accuracy and completeness of data. Enter printed name and the signature of approving official (to be designated by the district supervisor). This should not be the same as the reviewing official.

32b. **DATE.** Enter date report was approved.

33. **DETECTIVE STATUS.** This set of blocks is to be used by the detectives only. These blocks will be filled out showing what results occurred to the offense/incident report upon completion of a follow-up investigation, if conducted.

33a. **CASE NUMBER.** Enter Detective Section case number assigned.

33b. **HOW CLOSED.** Place an X in appropriate box to signify how the investigation was closed.

33c. **SUSPECT.** Place an X in the box if a suspect was developed or arrested.

33d. **ENTERED NCIC (NATIONAL CRIME INFORMATION CENTER).** Enter an X in the appropriate box.

33e. **PROPERTY RECOVERED.** Enter an X in the box to indicate if stolen property was recovered.

33f. **VALUE OF PROPERTY.** If property recovered, indicate the value of recovered property.

33g. **CLEARED NCIC.** Enter an X in the appropriate box.

33h. **REFERRED TO.** If follow-up investigation was referred to another investigative unit and accepted, indicate name.

33i. **DATE REFERRAL ACCEPTED.** Enter date referral was accepted.

\*HB, FPS UNIFORMED FORCE OPERATION, CHAPTER 8. HB, FPS, STAFF OFFICER'S GUIDE, CHAPTER 5.

# Exhibit 21

## Identification Access Control Card Request

DEPARTMENT OF HOMELAND SECURITY

### IDENTIFICATION ACCESS CONTROL CARD REQUEST

<b>SECTION I - PERSONAL INFORMATION (Completed by Individual)</b>			
FIRST NAME	MIDDLE NAME	LAST NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH	SEX	
HOME ADDRESS		ADDRESS 2	
CITY	STATE	ZIP	HOME PHONE
<b>SECTION II - EMPLOYEE INFORMATION (Completed by Directorate Authorized Representative)</b>			
TYPE OF EMPLOYEE (Check One)			
<input type="checkbox"/> FEDERAL EMPLOYEE	<input type="checkbox"/> FEDERAL DETAILEE	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> OTHER
DIRECTORATE/OFFICE	HOME AGENCY (Detailee)	COMPANY (Contractor)	
LOCATION (Check One)			
<input type="checkbox"/> NEBRASKA AVENUE	<input type="checkbox"/> 7TH & D STREETS	<input type="checkbox"/> VERMONT AVENUE	<input type="checkbox"/> OTHER
OFFICE LOCATION (Floor)	OFFICE NUMBER	POINT OF CONTACT	
START DATE	END DATE		
SIGNATURE AUTHORITY ON FILE WITH DHS OFFICE OF SECURITY			DATE
<b>SECTION III - SECURITY INFORMATION (Completed by Security Office)</b>			
SECURITY CLEARANCE LEVEL			
<input type="checkbox"/> NONE	<input type="checkbox"/> SECRET	<input type="checkbox"/> TOP SECRET	<input type="checkbox"/> OTHER
BADGE TYPE		BADGE NUMBER	
ISSUE DATE	EXPIRATION DATE	STATUS	
SIGNATURE DHS OFFICE OF SECURITY REPRESENTATIVE			PHONE NO.
SIGNATURE OF PHYSICAL SECURITY REPRESENTATIVE			PHONE NO.

AUTHORITY: 5 USC 5701-5733, Sections 5721-5733 and Executive Order 9397.

DISCLOSURE: Disclosure of information is mandatory.

PURPOSE: To collect information pertinent to verifying both investigation and clearance information for potential detailees, employees, and contractors who have been presented to DHS Headquarters for duty. This data must be true and accurate. Verification of this information is paramount to acceptance.

DHS Form 11000-14 (12-03)

# Exhibit 2J

## Federal Emergency Response Official Designation Request

DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY RESPONSE OFFICIAL DESIGNATION  
REQUEST

*FOR FEDERAL EMERGENCY RESPONSE OFFICIAL*

SECTION I - PERSONAL INFORMATION (Completed by Individual)			
FIRST NAME	MIDDLE NAME	LAST NAME	
DATE OF BIRTH	SEX	HOME ADDRESS	
ADDRESS 2		CITY	STATE
ZIP	HOME PHONE	COMPONENT NAME	
WORK PHONE NUMBER		WORK EMAIL	

SECTION II - COMPLETED BY FERRO APPROVING AUTHORITY		
APPROVAL <input type="checkbox"/> <b>FEDERAL EMERGENCY RESPONSE OFFICIAL DESIGNATION</b>		
DESIGNATED FERRO OFFICIAL NAME	DESIGNATED FERRO OFFICIAL TELEPHONE	FERRO OFFICIAL EMAIL ADDRESS
SIGNATURE AUTHORITY DESIGNATED FOR FERRO APPROVAL		DATE

SECTION III - ACCESS CONTROL OFFICE		
FERRO STRIPE AUTHORIZED <b><i>FERRO Designation</i></b>		
FERRO STRIPE AUTHORIZED <b>FERRO STRIPE AUTHORIZED</b>		CARD NUMBER
ISSUE DATE	EXPIRATION DATE	STATUS
SIGNATURE DHS OFFICE OF SECURITY REPRESENTATIVE		PHONE NUMBER
SIGNATURE OF PHYSICAL SECURITY REPRESENTATIVE		PHONE NUMBER

**PRIVACY ACT STATEMENT**

**AUTHORITY:** 5 U.S.C. 5701-5733, §§ 5721-5733; and Executive Order 9397.

**PRINCIPAL PURPOSE(S):** This information is being collected for the sole purpose of identifying that all requirements have been met to apply for and receive Federal Emergency Response Official Designation.

**ROUTINE USE(S):** "The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/ALL - 014 Emergency Personnel Location Records System of Records (73 FR 61888, October 17, 2008)."

**DISCLOSURE:** The disclosure of information on this form is voluntary; however, failure to provide the information requested will prevent the individual from receiving Federal Emergency Response Official Designation.

DHS Form 11000-27 (1/10)

## Exhibit 3A

### Contractor's Certification of Basic Training

**Employee's Name:** \_\_\_\_\_

**SSN:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee successfully completed all required Basic Training subjects including practical exercises and examinations in accordance with SOW, as required by Contract number \_\_\_\_\_.

Basic Training provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

Basic Training Subjects presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

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

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

## Exhibit 3B

# Contractor's Certification of Initial Weapons Training

Employee's Name: \_\_\_\_\_

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee successfully completed required Weapons Training subjects, identified below, including practical exercises and examinations in accordance with SOW, as required by Contract number \_\_\_\_\_.

Initial Firearms Training provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

Initial Baton Training provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

Initial OC Training provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

Other Firearms Training provided from \_\_\_\_\_ to \_\_\_\_\_  
(Weapon Type \_\_\_\_\_) (DATE) (DATE)

Transition/Platform Firearms Training provided from \_\_\_\_\_ to \_\_\_\_\_  
(Weapon Type \_\_\_\_\_) (DATE) (DATE)

Weapons Training Subjects presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

### CERTIFIED BY:

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

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

## Exhibit 3C

# Contractor's Certification of Government-Provided Training

**Employee's Name:** \_\_\_\_\_

**SSN:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee successfully completed all required Government Provided Training subjects including practical exercises and examinations in accordance with SOW, as required by Contract number

\_\_\_\_\_.

Government Provided Subject(s):

- Orientation Training  
 Screener Training  
 Other Training (specify): \_\_\_\_\_

provided from \_\_\_\_\_ to \_\_\_\_\_ by:  
(DATE) (DATE)

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Agency)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

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

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

## Exhibit 3D

# Contractor's Certification of Refresher Training

**Employee's Name:** \_\_\_\_\_

**SSN:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee successfully completed all required Refresher Training subjects including practical exercises and examinations in accordance with SOW, as required by Contract number \_\_\_\_\_.

Refresher Training provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

Refresher Training Subjects presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

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

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

## Exhibit 3E

# Contractor's Certification of Weapons Refresher Training

Employee's Name: \_\_\_\_\_

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee successfully completed all required Weapons Training subjects including practical exercises and examinations in accordance with SOW, as required by Contract number \_\_\_\_\_.

Semi-annual Firearms Training provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

Refresher Baton Training provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

Refresher OC Training provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

Other Training \_\_\_\_\_ provided from \_\_\_\_\_ to \_\_\_\_\_  
(TYPE) (DATE) (DATE)

Weapons Training Subjects presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

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

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

## Exhibit 4 Required Training

	<b>Training</b>	<b>Frequency</b>	<b>Provider</b>	<b>Section Reference</b>	<b>Exhibit</b>
1	AED	ARC/AHA Requirements	Contractor	6.8	N/A
2	Contractor-Provided Basic Training	*One Time Only	Contractor	6.4.1.2	4B
3	CPR	ARC/AHA Requirements	Contractor	6.8	N/A
4	Contractor-Provided Annual Weapons Refresher Training (Firearms)	Semi-Annual	Contractor	6.6.3	4C & 4D
5	First Aid	ARC/AHA Requirements	Contractor	6.8	N/A
6	Contractor-Provided Initial Weapons Training and Qualification	*One Time Only	Contractor	6.6.2	4C
7	Contractor-Provided Annual Weapons Refresher Training (Less-Than-Lethal Weapons)	Annual	Contractor	6.6.5	4C & 4D
8	Government-Provided Orientation Training	*One Time Only	Government	6.7.2	4G
9	Contractor-Provided Refresher Training	Every 3 Years	Contractor	6.4.1.3	4E
10	Government-Provided Screener Training	Annual	Government	6.7.3	4G
11	Government-Administered Written Examination	Upon completion of Basic Training	Government	6.5	N/A

\* One Time Only – If PSO completes training satisfactorily.

## Exhibit 4A

### Contractor's Training Schedule and Plan

Use the below format for all training.

**Date:** XX September 2009

**Times:** 0800 – 1630 (30 minutes for lunch)

**Instructor(s):** Mr. Jones

**Training Facility Address:** Street, City, State, Zip Code

Time – Course	Hours
0800 – 0900 Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1
0900 – 1000 Overview of the Roles & Responsibilities of a Contract Security Guard (CHAPTER TWO, SGIM)	1
1000 – 1100 Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1
1100 – 1200 Ethics and Professionalism Part II: Interactive Training	1

## Exhibit 4B

### Contractor-Provided Basic Training

**IMPORTANT NOTE:** INSTRUCTOR MUST USE FPS SECURITY GUARD INFORMATION MANUAL (SGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING, CROSS-REFERENCING TOPICS WHERE APPLICABLE FOR EFFECTIVE PRESENTATION OF MATERIAL.

Contractor must present 64 hours of basic training to all students. Hours listed in “Hours” column are recommended times needed for effective coverage of material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. Instructor shall use his/her expertise in evaluating PSO progress in comprehending and applying concepts and materials taught. There may be some fluctuation in actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 64 hours of training.*

#### 64 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	The mission, role, and responsibilities of DHS and FPS as well as the role contract security officers play in facility security. Instructor will also discuss the five types of facilities and security levels.
Overview of the Roles & Responsibilities of a Contract Security Guard (CHAPTER TWO, SGIM)	1	The typical duties of a Contract Security Officer and responsibilities associated with being a contract Security Officer at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1	Police professionalism today, including the expanding use of contract security officers and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement security officers and the contract security officers.
Ethics and Professionalism Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of ethical and professional behavior by security officers based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security officers with the concept surrounding effective communications and development of communication skills. Present the contract security officer with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.

Subject	Hours	Scope
Principles of Communications Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction provided to the security officers that will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	1	The basic knowledge needed for the security officers to understand their own actions, and those of the people they work with, in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; are a part of this discussion. Give special attention to the changes in human behavior that might occur in the contract security officer with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	2	History of laws, applicable laws, regulations, and the concept of legal jurisdiction as it pertains to the security officers' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	1	Present the security officers with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruct on the methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	1	Provide the security officer with the knowledge of the legal application of search and seizure law in the performance of duties as a contract officer in a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security officer with knowledge of how officers shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices involving: confessions, self-incrimination, eyewitness identifications, and complaints. Security officers should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.

Subject	Hours	Scope
Use of Force (CHAPTER THREE AND APPENDIX FOUR, SGIM)	1	Instruct on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use of force. The consequences for a security officer for the unauthorized or misuse of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	2	The important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	1	Definition of evidence (direct, circumstantial, and real). Admissibility of evidence as it relates to competency, relevancy, materiality, and hearsay. Information on the exclusionary rule and other related items. Procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	1	The relationship between the Contractor and the Government. The protocol for communicating with the MegaCenters when incidents occur. The importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	2	The purpose of posts and identify the various types of protective services. The necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	2	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	2	Explain the various types of situations security officers will respond to. Describe the proper approach to such situations; discuss the security officer's role and responsibility; and instruct in the appropriate techniques employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	4	Personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract security officer with the need to exercise care and caution when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis placed on the crimes the security officer may encounter while on duty within a Federal facility, security officer actions and responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	1	The security officer's responsibility for safety and fire prevention. Guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	3	Importance of properly prepared records, reports, and forms. Provide students examples. Students prepare sample records, reports, and forms that they will use on an FPS contract. Emphasis on tips for effective report writing.

Subject	Hours	Scope
Special Situations (CHAPTER NINE, SGIM)	2	Various types of special situations which security officers may respond to, such as providing escorts, controlling traffic, and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Familiarize the security officers with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security officer's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTERS ELEVEN AND FOURTEEN, SGIM)	4	Weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	2	Workplace violence, who commits violent acts and why, security officer's response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	3	Discuss and provide field practice in crowd control that will teach the security officers how to distinguish between friendly, sightseeing, agitated, and hostile crowds placing an emphasis on effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	2	The procedures security officers will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious, placing an emphasis on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	2	Lecture and practical applications to instruct security officers on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	2	Defining the terms and give concrete examples of the concepts of sabotage and espionage as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	4	Lecture and practical applications to instruct Security Officers in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	4	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Review & Examination	2	A 50 question multiple-choice written examination given to determine knowledge and understanding of the academic subject matter.

NOTE: WRITTEN EXAMINATION QUESTIONS COME ENTIRELY FROM SGIM. FAILURE BY INSTRUCTOR TO USE SGIM AS AN ESSENTIAL TRAINING TOOL MAY RESULT IN HIGH RATES OF FAILURE ON WRITTEN EXAMINATION. CONTRACTOR SHALL ENSURE INSTRUCTORS USE SGIM AS A CORE COMPONENT OF TRAINING.

## Exhibit 4C

### Contractor-Provided Initial and Transitional- Platform Firearms and Less-Than-Lethal Weapons Training and Qualification

Initial Weapons Training/Qualification: Contractor must present a minimum total of 40 hours of firearms (32hrs) and Less-Than-Lethal weapons (8hrs) training. Contractor is responsible for providing PSOs with a minimum of 32 hours of firearms training prior to initial qualification. A minimum of eight hours will be dedicated classroom training and a minimum of 24 hours, excluding associated down time, will be dedicated live fire training. Contractor is responsible for providing four hours baton and four hours OC Spray training/certification as specified by manufacture and in accordance with state/local law.

Subject	Hours	Scope
Use of OC Spray	4	Lecture and hands-on demonstration of procedures for carrying, drawing and utilizing OC Spray
Use of Baton	4	Lecture and hands-on demonstration of procedures for baton carrying and drawing, as well as striking techniques.
Firearms Maintenance, Safety, and Handling	8	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide instruction in handling and control of firearm. Instruction should relate to weapons safety and handling to include: nomenclature, wearing of the weapon, weapon retention, care and cleaning, performing a functions check, storage, and accountability. Special emphasis must be placed on loading, unloading, and the safe lowering of a “cocked” hammer on a live round.
Initial Firearms Familiarization Fire	24	Live fire
Transitional Weapon Training and Qualification  (Transitional Weapon: revolver to revolver; semi-automatic to semi-automatic)	3	PSO must have a current qualification to complete Transitional Weapons Training and Qualification. Contractor must present: a minimum one hour of firearms maintenance, safety, and handling; to include nomenclature, function check, with special emphasis placed on loading, unloading, cocking, and decocking a hammer on a live round. Contractor must present; Handgun: minimum two hours of familiarization fire, excluding associated down time; Shotgun: one qualification course of fire as training. Contractor must present qualification course of fire.

Subject	Hours	Scope
<p>Weapon Platform Change Training and Qualification</p> <p>(weapon platform change: revolver to semi-automatic pistol)</p>	8	<p>PSO must have a current qualification to complete Weapon Platform Training and Qualification.</p> <p>Contractor must present a minimum two hours of firearms maintenance, safety, and handling; to include nomenclature, function check, with special emphasis placed on loading, unloading, cocking, and decocking a hammer on a live round.</p> <p>Contractor must present: Handgun: a minimum six hours, familiarization fire, excluding associated down time; Shotgun: one qualification course of fire as training.</p> <p>Contractor must present qualification course of fire.</p>

Number of hours listed “Hours” column are recommended times needed for effective coverage of material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. Instructor shall use his/her expertise to evaluate PSO progress in comprehending and applying concepts and materials taught. There may be some fluctuation in actual time covered for each subject, *but under no circumstances shall an Instructor provide less than 40 hours training during initial weapons training.*

## Handgun Qualification Course

**Firearms:** Contract-authorized handgun

**Ammunition:** Contract-authorized: 50 rounds

**Target:** ICE Target

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

<b>Course of Fire (Handgun)</b>				
<b>STAGE</b>	<b>DISTANCE</b>	<b>ROUNDS</b>	<b>POSITION</b>	<b>DESCRIPTION</b>
1	1.5 YDS	6	Strong hand only from the holster using the bent elbow position with the support arm/hand placed against the upper centerline of the officer's chest	On command the shooter will: Draw and fire one round in two seconds and re-holster. Draw and fire two rounds in two seconds and re-holster. Draw and fire three rounds in two seconds and re-holster. Officers with a magazine capacity of less than twelve rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage two.
2	3 YDS	6	Using two hands from the holster -- point shoulder shooting, referencing sights	On command the shooter will: Draw and fire three rounds in the chest of the target in three seconds, and re-holster. Draw and fire three rounds in three seconds to the chest, perform a reload (emergency, tactical or magazine exchange) and re-holster.
3	7 YDS	6	Body armor and cover drills. Two-handed shooting using the sights	On command the shooter will draw and fire two rounds to the chest of the target and one round to the head of the target in five seconds and assume a high search position. From high search, move to an aimed in position and fire two rounds to the chest of the target and one round to the head of the target in four seconds. At the end of this stage, the two headshot rounds must be in the five-ring head area for each to count as five points. The head area outside the five-ring is worth two points. Officers with a magazine capacity of less than twelve rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage four.

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
4	7 YDS	12	One-handed shooting	On command, the shooter will draw and fire three rounds, using both hands, then transfer the weapon to the strong hand only and fire three rounds, in ten seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster. Draw and fire three rounds, using both hands, then transfer the weapon to the support hand only and fire three rounds, in ten seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster.
5	15 YDS	12	Two-handed shooting from the standing and kneeling position	On command the shooter will draw and fire six rounds from the standing position in ten seconds. Move to a kneeling position. When the target edges, or command is given that threat has diminished, shooter performs a reload (emergency, tactical or magazine exchange) in five seconds and assumes a ready position. When threat reappears, or command to fire is given, fire six additional rounds from the kneeling position in ten seconds. Officers with a magazine capacity of less than twelve rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage six.
6	15 YDS	4	Barricade	On command the shooter will take one step to the rear and one to the right of the barricade. When the threat appears or command to fire is given, move to cover, draw and fire two rounds from the right side standing barricade position, move to the right side kneeling barricade and fire an additional two rounds, in twenty seconds. While in a position of cover, perform a magazine exchange.
7	15 YDS	4	Barricade	On command the shooter will take one step to the rear and one to the left of the barricade. When the threat appears or command to fire is given, move to cover and fire two rounds from the left side standing barricade position, move to the left side kneeling barricade and fire an additional two rounds, in 20 seconds.

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

Marksmanship Ratings

220-230 = Marksman

231-240 = Sharpshooter

241-249 = Expert

250 = Distinguished Expert

### Shotgun Qualification Course

**Firearm:** Contract-authorized shotgun (*Note: A specific post requirement must exist for PSOs to be armed with a shotgun.*)

**Ammunition:** Five Rounds of Rifled Slug and 10 Rounds of .00 buckshot.

**Target:** ICE Target

**Course of Fire:** Stages will be completed in sequential order and fired as a hot range. All stages will begin with magazine loaded with four rounds, chamber empty, hammer down and safety off. Prior to commencing fire, shotgun will be held at hip level or in a low ready position with muzzle pointed downrange. On signal to commence firing, shooters will move into appropriate firing position. Slings may be used by shooter in any manner as long as they do not impede shooter or create a situation which compromises shooter's safety.

**NOTE:** Low Ready Position - Butt plate held against shoulder with muzzle pointed down at a 45-degree angle.

Course of Fire (Shotgun)				
STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
Stage 1	25 Yards	5 rounds rifled slug	Fired from shoulder in standing position.	<p>This stage will begin with shotgun at hip position. Shotgun will be loaded with four rounds in magazine only. Shooter will have one round available for reload. After firing four rounds, fifth round will be loaded through open ejection port and fired.</p> <p>Time Limit: 20 seconds.</p> <p><i>Note: Total of five rifled slugs will be fired with a minimum of four rifled slugs required to be in the four ring or higher at twenty-five yards.</i></p>
Stage 2	15 Yards	5 rounds .00 buckshot	Fired from shoulder in standing position.	<p>Start position will be same as Stage 1. In this stage, PSO will load shotgun with three rounds of buckshot and have two rounds available for tactical reload. On command, PSO will fire two rounds, tactical reload with two rounds (loading through the magazine with weapon pointed at threat) and fire remaining three rounds.</p> <p>Time Limit: 20 seconds.</p>

<p>Stage 3</p>	<p>7 Yards</p>	<p>5 rounds .00 buckshot</p>	<p>Fired from shoulder after moving shotgun from low ready position.</p>	<p><i>NOTE: Prior to firing Stage 3, Instructors must ensure impact area is clear of obstructions (i.e., rocks, lead buildup, etc.) that might cause pellets to ricochet..</i></p> <p>This stage will begin with shotgun at hip position. Shotgun will be loaded with four rounds in magazine only. Shooter will have one round available for reload. After firing four rounds, fifth round will be loaded through open ejection port and fired.</p> <p>Time Limit: 10 seconds.</p>
<p>Shotgun qualification course scoring consists of a total of five slugs with a maximum possible score of two hundred and fifty points. Minimum qualification score is two hundred points. For Stage Two and Three, proficiency is measured by ability to accomplish stated task in allotted time. If PSO fails to accomplish tasks as required by course of fire, PSO will not have met minimum proficiency requirement.</p>				
<p>When range facilities permit, two silhouette targets may be used per shooter, one target for slugs, and one for .00 buckshot. Additionally, shooters should be encouraged to utilize any cover available while firing qualification course.</p>				

## **Exhibit 4D Contractor-Provided Annual Weapons Refresher Training and Qualification**

Contractor must present and certify up to four hours of annual baton and up to four hours of annual OC Spray refresher training and semi-annual weapons qualification using course of fire in Exhibit 4C of this Contract. Contractor must coordinate with Contracting Officer for FPS to monitor course of fire.

## Exhibit 4E

### Contractor-Provided Refresher Training

**IMPORTANT NOTE:** INSTRUCTOR MUST USE FPS SECURITY GUARD INFORMATION MANUAL (SGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING, CROSS-REFERENCE TOPICS WHERE APPLICABLE FOR EFFECTIVE PRESENTATION OF MATERIAL.

Contractor must present 40 hours of refresher training within three years of a PSO basic training or previous refresher training conclusion date. Hours listed in the “Hours” column are recommended times needed for effective coverage of material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. Instructor shall use his/her expertise in evaluating PSOs progress in comprehending and applying concepts and materials taught. There may be some fluctuation in actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.*

#### 40 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	The mission, role, and responsibilities of DHS and FPS as well as the role contract security officers play in facility security. Instructor will also discuss the five types of facilities and security levels.
Customer Oriented Protection	1	The concept of customer-oriented protection and the role security officers play in this approach to security. <i>(Note: FPS will provide the instructor with information on this program to assist in training).</i>
Overview of the Roles & Responsibilities of a Security Guard (CHAPTER TWO, SGIM)	1	The typical duties of a Contract Security Officer and responsibilities associated with being a security officer at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	0.5	Police professionalism today, including the expanding use of security officers and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement agents and the security officers.
Ethics and Professionalism Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of ethical and professional behavior by security officers based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.

Subject	Hours	Scope
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security officers with the concept surrounding effective communications and development of communication skills. Present the security officer with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Conduct role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction provided to the security officers that will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	0.5	Discuss the basic knowledge needed for the security officers to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Provide special attention to the changes in human behavior that might occur in the contract security officer with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	0.5	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	1	Discuss history of laws, applicable laws, regulations, and the concept of legal jurisdiction as it pertains to the security officers' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	0.5	Present the security officers with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	0.5	Provide the security officer with the knowledge of the legal application of search and seizure law in the performance of duties as a security officer with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".

Subject	Hours	Scope
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security officer with knowledge of how security officers shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices and procedures involving: confessions, self-incrimination, eyewitness identifications, and complaints. Security officers should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, SGIM)	1	The use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use and the consequences of the unauthorized use or misuse of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	0.5	Important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	0.5	Definition of evidence (direct, circumstantial, and real), admissibility as it relates to competency, relevancy, materiality, and hearsay; information on the exclusionary rule and other related items; procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	0.5	The relationship between the Contractor and the Government. The protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	0.5	The purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	0.5	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	0.5	Explain the various types of situations security officers will respond to. Describe the proper approach to such situations; discuss the security officer's role and responsibility; and instruct in the appropriate techniques employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	0.5	Acquaint the security officer with the care and caution they must exercise when coming upon a crime in progress. Discuss the element of surprise and the possibilities of encountering a crime being committed. Place special emphasis on the crimes the security officer may encounter while on duty within a Federal facility, their actions and responses, and the requirements of the agency.
Crime Detection, Assessment And Response (CHAPTER SIX, SGIM)	0.5	Acquaint the security officer with the care and caution (CHAPTER SIX, SGIM) exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security officer may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.

Subject	Hours	Scope
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	0.5	Define the security officer's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	0.5	Importance of properly prepared records, reports, and forms. Students shall receive examples and prepare sample records, reports, and forms that they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	1	Instructor shall discuss various types of special situations which security officers may respond to, such as providing escorts, controlling traffic, and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security officers with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security officer's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTER ELEVEN, SGIM)	2	Weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	1	Workplace violence, who commits violent acts and why, security officer response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	1	Discuss and provide field practice in crowd control to teach the security officers how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Place emphasis on effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	1	Procedures security officers will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Place emphasis on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	1	Lecture and practical applications to instruct security officers on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	0.5	Defining the terms of sabotage and espionage and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	3	Lecture and practical applications to instruct Security Officers in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.

Subject	Hours	Scope
X-Ray and Metal Detectors	8	In addition to eight hours of Government-provided screener training, Contractor will have student view training presentation via Government-provided (FPS) DVD titled; <i>Bomb Component Detection</i> (D09-118, dated 08-04-09). This DVD is For Official Use Only (FOUO)

## Exhibit 4F

### Government-Provided Orientation Training

Contractor must coordinate with COTR to schedule Government provided basic training to all students who have not had basic training. Hours listed in the “Hours” column are times the Government estimates it needs to effectively cover material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. There may be some fluctuation in actual time covered for each subject, but total training time will not exceed 8 hours.

#### 8 Hours

Subject	Hours	Scope
Rules and Regulations	1	FPS’ jurisdiction within Federal property and the Rules and Regulations under which they are operated (41 CFR 102-74). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved.
Bomb Threats and Natural Disaster Responses	2	Instructor(s) will present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the FPS Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract security officers receive training in bomb search procedures.
Report Writing, Notes and Required FPS Forms	3	<p>Develop an understanding of the types and required FPS Forms, and necessity of field notes and reports expected from the security officer. Discuss the use, value, and purpose of reports and field notes. Special instruction in the preparation of GSA Form 3155, Preliminary Investigation, and GSA Form 3157, Crime Analysis.</p> <p>Instructor(s) will review and discuss the importance of the following forms:</p> <ol style="list-style-type: none"> <li>a. Preliminary Investigation</li> <li>b. Crime Analysis</li> <li>c. GSA Form 1039, Record of Property Found</li> <li>d. GSA Form 252, Found Property Tag</li> <li>e. GSA Form 1789, Register of Visitors</li> <li>f. Arrival and Departures</li> <li>g. Officer and Inspectors Register</li> <li>h. Security Officers Hourly Report</li> <li>i. Special forms unique to the facility used in the performance of the Contract duties</li> </ol>

<b>Subject</b>	<b>Hours</b>	<b>Scope</b>
Telephone and Radio Communications	1	The use of telephone and radio communications techniques. Instruction will present standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.
Role of Local, State and Federal Police Agencies	1	The security officers' relationship to other law enforcement agencies. Each security officer should understand their role, as required by the Contract, in enforcement of Building Rules and Regulations, agency policy, special requirements of the FPS Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups.

## Exhibit 4G

### Government-Provided Screener Training

COTR will provide Contractor with training locations and dates. Contractor will provide COTR with a roster identifying PSO that will attend each training session.

Instruction may include device nomenclature, performance testing, and operations of security equipment and manual security techniques. Instruction may also include audio and video training presentations. There may be some fluctuation in actual time covered for each subject, but total training time will not exceed eight (8) hours.

Each student attending training shall bring a bag, backpack, or purse filled with normal household or personal items (e.g. clothing, shoes, hairbrush, etc.) for use during the training. Student bags shall not contain weapons.

#### 8 Hours

Subject	Scope
Facility Entry Control Authorities and Directives	Instruction will include Lecture on FPS Facility Entry Control Directive to include rules, regulation, laws related to PSOs screening duties.
Patrol and Response Post	Instruction will include lecture and practical application related to PSO duties manning Patrol and Response Post to provide surveillance and over-watch at a screening station.
Metal Detector Operator (Walk Through Metal Detector and Hand Held Metal Detector)	Instruction will include lecture and practical application related PSO duties operating a walk through and/or hand-held metal detector at a screening station.
X-ray Machine Operator	Instruction will include lecture and practical application related to PSO duties operating an X-ray Machine at a screening station.

# Exhibit 5

## Contractor and PSO Data File

### Risk Assessment and Management Program (RAMP)

#### Contractor and PSO Data File

#### Creating Contractor and PSO Personnel Files

July 2011

#### Introduction

Federal Protective Service (FPS) Risk Assessment and Management Program (RAMP) serves as the centralized repository for data used by FPS. Following sections provide detailed instructions on this process. Questions should be directed to the [FPS-RAMP@dhs.gov](mailto:FPS-RAMP@dhs.gov) email account.

RAMP will recognize PSOs using a combination of their last name, first name, and last four digits of their social security number. Ensure information is entered exactly how PSO name and social security number are displayed in FPS reports. If there are ANY differences, RAMP will reject file.

InfoPath Form: InfoPath is a standard component of Microsoft Office Professional suite of products. Save version of InfoPath form that matches version of Windows on your computer (e.g., XP/2003 or Vista/7), to your local or network drive.

**1. Adding and Updating Information in RAMP.** There are two categories of information required: (Company and Guards)

- **Company Information:** Following basic information about company and person submitting information on behalf of company is mandatory:
  - **Company Name:** Company name as it appears on FPS-provided reports generated from RAMP. If there are ANY differences, RAMP will reject file for correction and resubmission. To request clarification on how company name is to be entered, send email to [FPS-RAMP@dhs.gov](mailto:FPS-RAMP@dhs.gov)
  - **Email:** Email address of person who is submitting information on behalf of company
  - **POC Last Name and POC First Name:** Last and first name of person who is submitting information on behalf of company
  - **POC Position:** Position of person who is submitting information on behalf of company

- **Guard Information:** Following basic information on PSOs is mandatory:
    - Guard Last Name and Guard First Name: Last and first name of PSO
    - Guard Middle Name: Middle name of PSO. (NOTE: The Middle Name field is optional)
    - SSN (last 4 digits): Last four digits of social security number of PSO
    - Region Code: FPS region code of primary region where PSO works.
2. **Add, Update, Remove, and (Save) PSOs information:** There are three primary actions to take for each PSO entered.
- Add Guard to Company: Select only if there is NO record of PSO as an employee of company. If PSOs do not appear on reports received from FPS, PSO are NOT in RAMP and must be added.
  - Update Guard Certificate and Region Information: Select only if PSO already has a record in RAMP as an employee of company. (This section will be used to update Region Information only)
  - Remove Guard from Company: Select only if there is an active record in RAMP for PSO company employs. Removing a PSO will change their status to Inactive and will require an employment end date.

**Add PSO to RAMP:**

1. Open InfoPath Form.
2. Enter company information.
3. Enter PSO information. NOTE: Middle Name field is optional. If PSO does not have a middle name, leave field blank
4. Select Add Guard to Company radio button.
5. In Employment Start Date field, enter date PSO was hired.

Next you can do several things:

- Click Guard Certification File Generator button to finish adding PSO.
- Click Save Draft button if you need to stop and return to file to finish it later.
- Click [Click to Add Guards](#) link to add more guard actions to InfoPath file. This allows you to add, remove, or update information for another PSO. This process can be repeated to include multiple PSOs.

**Remove PSO from RAMP:**

1. Open InfoPath Form.
2. Enter company information.
3. Enter PSO information for individual you want to remove.
4. Select Remove Guard from Company radio button.
5. In Employment End Date field, enter date PSO was no longer employed.

Next you can do several things:

- Click Guard Certification File Generator button to finish removing PSO.
- Click Save Draft button to stop and return to file to finish it later.
- Click Click to Add Guards link to add more guard actions to InfoPath File. This allows you to add, remove, or update information for another guard. This process can be repeated to include multiple guards.

**Saving, Finalizing, and Updating XML Files:** To save a draft of file you are working on:

1. Click Save Draft button.
2. Default location where form will be saved is location where you installed blank template.
3. Default file name is [GuardCompanyName] YYYYMMDD\_NNN.xml where—
  - [GuardCompanyName] is replaced with Company Name
  - YYYYMMDD is replaced with current date
  - NNN is a random three-digit number
4. Click Save button.

A confirmation message displays, notifying where the file is saved on your computer.

**IMPORTANT:** *Always save a draft of form before clicking Guard Certification File Generator button. Generated guard Certification File is NOT EDITABLE in InfoPath. If edits need to be made, it will be helpful to have draft version to open via InfoPath.*

**NOTE:** *Creating a draft can be used to save data entry. Here are some ideas:*

- Save a draft version of the form with just company information. You will not have to retype information then creating a new guard record.
- Although you may add information for multiple individual PSOs to a single file, it may be beneficial to prepare and submit a single form for each PSO. Save a draft version of form with company information and PSO information to allow easy updates to information for resubmission rather than retyping it. Click “File” menu and then select “Save As” to create a new version for each submission.

**Generate final XML file:**

1. Click Guard Certification File Generator button.
2. Default location where form will be saved is location where you installed blank template.
3. Default file name is [GuardCompanyName] YYYYMMDD\_NNN.xml where
  - [GuardCompanyName] is replaced with Company Name
  - YYYYMMDD is replaced with current date
  - NNN is a random three-digit number
4. E-mail generated file to FPS Headquarters at [FPS-RAMP@dhs.gov](mailto:FPS-RAMP@dhs.gov).

**Submit revisions to files:**

Revisions to finalized files can be made by editing the XML. NOTE: Use extreme care.

If you must submit a correction to a rejected file, add REV to file name so the system recognizes file as an update.

**Reports of Data:**

FPS will provide company-designated central points of coordination with reports of all information stored in RAMP for each PSO:

- **Guard Status:** Lists all active employees and their employment start date for your company
  - Refer to this report when submitting updates to records to ensure names and social security numbers entered on InfoPath Form is identical to what is in this spreadsheet.
  - Use this report to ensure that all active employees have records in RAMP, their names and social security numbers are correct, and that their employment start dates are accurate.

# **Exhibit 6 PTS Instructions**

**[PLACEHOLDER]**

# Exhibit 7

## Medical Questionnaire and Physical Abilities Test Manual

### Protective Security Officers (PSO) Medical Examination and Certification Standards

#### General Background

PSOs provide integrated law enforcement support and security services daily to millions of tenants and visitors at federally owned/leased facilities nationwide. PSOs present a visible deterrent, safeguard and secure government assets, and provide a safe and secure environment for employees and visitors.

#### Medical Exam Questionnaire and Certification of Standards

Purpose of Medical Exam Questionnaire is to guide physicians in determining a PSO candidate's medical fitness to perform job tasks. This questionnaire contains both specific medical standards and direction as to when additional diagnostic testing may be required. **A licensed physician must review and complete this Questionnaire.** *A licensed physician's determination of a limiting condition will result in a failure to meet required medical standards.* Questionnaire has three sections and two attachments:

- **Section 1:** Critical Tasks Performed by PSOs identifies medical and physical limiting tasks.
- **Section 2:** Medical Exam Questionnaire includes licensed physician's review of specific standards for vision, hearing, cardiovascular fitness, musculoskeletal condition, and general health.
- **Section 3:** Conclusions provides licensed physician an opportunity to communicate their observations and determine a conclusion on candidate's ability to perform job functions.
- **Attachment 1:** PSO Functions and Tasks details minimum set of specific tasks all PSOs are expected to perform.
- **Attachment 2:** Physical Abilities Testing Manual provides detailed instructions for administering submaximal stamina test for PSOs.

## Section 1: Critical Tasks

PSOs must have the physical capacity and training to accomplish common and occasional tasks. Checklist below is based on an abbreviated and consolidated list of critical tasks (Attachment 1) that are indicative of demands placed upon PSOs. Critical Tasks are divided into two types:

- **Common Critical Tasks**: Normal, everyday duties.
- **Occasional Critical Tasks**: Occur less frequently, but are critical to successful job performance and public safety.

PSOs may be exposed to a wide variety of environmental conditions including, but not limited to:

- Working outdoors
- Excessive heat
- Excessive cold
- Constant noise
- Slippery or uneven walking surfaces
- Working around moving objects or vehicles
- Shifts lasting eight or more hours while working alone
- Frequent, close contact with members of the public
- Potential threats or security risks, whether physical or verbal
- Construction environment and associated hazard

<b>Common Critical Tasks</b>	
1	Stand post at the entry/exit gates to verify all persons' identification and conduct inquiries and surveillance of items, packages, and people. Check packages, briefcases, containers, or any other items in the possession of people entering or leaving a Federally controlled facility.
2	Operate metal detectors to search visitors for prohibited items. Operate x-ray machine to search deliveries, visitors' packages, equipment, and hand carried articles for prohibited items.
3	Monitor security and fire alarms and closed-circuit television to detect security risks or threats.
4	Conduct vehicle inspection, which may include inspecting under seats, in the trunk, and under the vehicle.
5	Conduct patrols in accordance with routes and schedules contained in post orders. Inspect facilities and perimeters for hazards, mechanical problems, and unsafe conditions and report problems to appropriate authorities. Close and secure open windows, doors, gates, or other access points.
6	Investigate the source of suspicious odors and sounds.
7	Patrol locations in areas which are a potentially hazardous to the public (e.g., construction sites).
8	Observe unique characteristics of an individual for identification purposes. Observe a person's body language to assess attitude and intention.
9	Close off areas to traffic, establish perimeters, and set up barricades to secure incident scenes or facilities.
<b>Occasional Critical Tasks</b>	
1	Locate and review documents and information (e.g., logs, lists). Read memos and other written material to obtain and maintain knowledge. Review maps, floor plans, diagrams, or other information to become familiar with facility and property boundaries.
2	Use defensive tactics to prevent or control movements of individuals.
3	Subdue violent persons with or without assistance. Break up fights. Disarm individuals.
4	Apply handcuffs to individuals who are displaying erratic or violent behavior.
5	Use baton or chemical spray to temporarily incapacitate a violent individual. Participate in training in the use of chemical agents, restraining devices, and batons to be used in emergency situations.
6	Discharge firearm during daylight or in dark or low light environment while using flashlight.
7	Evacuate individuals from dangerous and/or life threatening situations.
8	Administer cardio-pulmonary resuscitation (CPR).
9	Pursue fleeing individual on foot.

## Section 2: Medical Exam Questionnaire

Patient's Name: \_\_\_\_\_

(Printed: Last, First, MI)

<b>VISION</b>																									
<b>QUESTIONS TO DETERMINE ELIGIBILITY</b>				<b>CIRCLE</b>																					
<p>1. Does candidate wear corrective lenses? If yes, in the below chart indicate with a check mark the type of lenses used and which lenses are used most frequently, and identify the prescription strength:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Visual Aid</th> <th style="width: 25%;">Yes</th> <th style="width: 25%;">Used Most Frequently</th> <th style="width: 25%;">Prescription Strength</th> </tr> </thead> <tbody> <tr> <td>Glasses</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Soft Contact Lenses</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Hard Contact Lenses</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Gas Permeable Lenses</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Visual Aid	Yes	Used Most Frequently	Prescription Strength	Glasses				Soft Contact Lenses				Hard Contact Lenses				Gas Permeable Lenses				<b>Yes</b>	<b>No</b>
Visual Aid	Yes	Used Most Frequently	Prescription Strength																						
Glasses																									
Soft Contact Lenses																									
Hard Contact Lenses																									
Gas Permeable Lenses																									
2. Does candidate have 20/30 vision while using both eyes?				<b>Yes</b>	<b>No</b>																				
<p>3. Visual Acuity: Identify candidate's visual acuity with and without corrective lenses. If the candidate does not wear corrective lenses insert "NA".</p> <p style="text-align: center;">Normal Acuity: _____ Corrective Acuity: _____</p>																									
4. Is candidate capable, in at least one eye, of reading a minimum of Jaegar Number 2 or equivalent type and size letter at a distance of no less than 12 inches on a standard Jaegar chart?				<b>Yes</b>	<b>No</b>																				
5. Does candidate exhibit normal color vision?				<b>Yes</b>	<b>No</b>																				
6. Does candidate exhibit any visual conditions that may impact their ability to perform critical tasks of a PSO? For example, peripheral vision deficits or night blindness.				<b>Yes</b>	<b>No</b>																				
7. Use this section to explain any limiting factors or why candidate does not meet above requirements for vision.																									

## Section 2: Medical Exam Questionnaire

Patient's Name: \_\_\_\_\_

(Printed: Last, First, MI)

HEARING		
QUESTIONS TO DETERMINE ELIGIBILITY	CIRCLE	
1. Does candidate require use of a hearing aid?	Yes	No
2. Does candidate have hearing less than or equal to 25db?	Yes	No
3. Identify candidate's <b>average</b> hearing (corrected, if applicable) across the following 500, 1000, 2000, and 3000 Hz levels: _____ db		
4. Does candidate have hearing less than or equal to 45db?	Yes	No
5. Identify candidate's hearing (corrected, if applicable) at the 4000 and 5000 Hz levels: _____ db		
6. Does candidate have a hearing variance between left and right ears? If yes, identify the ear with more hearing loss? <b>Left</b> _____ <b>Right</b> _____ What is difference between 500 to 3000 Hz range? _____ db <b>Required: Test candidate further for sound localization deficiency if difference exceeds 15 db.</b> What is the difference between 4000 to 5000 Hz range? _____ db <b>Required: Test candidate further for sound localization deficiency if difference exceeds 30 db.</b>	Yes	No
7. Does candidate present evidence of inner/middle/outer ear disorders affecting equilibrium?	Yes	No

## Section 2: Medical Exam Questionnaire

Patient's Name: \_\_\_\_\_  
(Printed: Last, First, MI)

### CARDIOVASCULAR SYSTEM

The physician should administer the Physical Ability Test (Attachment 2) or review the results of the hiring agency's administered physical abilities test prior to completing this section.

#### QUESTIONS TO DETERMINE ELIGIBILITY

1. Identify candidate's aerobic capacity in **METs** \_\_\_\_\_ or in **VO2 Max** \_\_\_\_\_

**Required standard: Minimum nine (9) METs or 31.5 ml/kg/min VO2 Max**

2. Identify candidate's resting blood pressure:

mmHg Systolic \_\_\_\_\_ mmHg Diastolic \_\_\_\_\_

**Required standard: Maximum 180 mmHg systolic, 90 mmHg diastolic.**

3. Use this section to explain any limiting factors or why candidate does not meet the above requirements for the cardiovascular system.

## Section 2: Medical Exam Questionnaire

Patient's Name: \_\_\_\_\_

(Printed: Last, First, MI)

MUSCULOSKELETAL SYSTEM		
QUESTIONS TO DETERMINE ELIGIBILITY	CIRCLE	
1. Does candidate exhibit full range of motion?	Yes	No
2. Is candidate able to easily get up and down from a kneeling position?	Yes	No
3. Is candidate able to lift 40 pounds minimum from floor to waist?	Yes	No
4. Is candidate able to bench press at least 40% of their body weight?	Yes	No
5. Is candidate able to perform sit-ups and pushups continuously for at least 30 seconds?  <i>Note: The candidate is to perform this task without stopping, irrespective of number of repetitions. This task tests candidate's strength, range of motion, and flexibility while performing a certain continuous motion for 30 seconds. It is not designed to test candidate's ability to do sit-ups and/or pushups.</i>	Yes	No
6. Use this section to explain any limiting factors or why candidate does not meet the above requirement for the musculoskeletal system.		

## Section 2: Medical Exam Questionnaire

Patient's Name: \_\_\_\_\_

(Printed: Last, First, MI)

GENERAL HEALTH		
<b>QUESTIONS TO DETERMINE ELIGIBILITY</b>	<b>CIRCLE</b>	
Conditions listed below could potentially influence a PSO's performance; these conditions would not solely exclude a candidate from a PSO position, but serve as indicators for further review. <u>Physician's evaluation will determine if a condition limits a candidate's ability to perform tasks (Attachment 1).</u>		
1. Does candidate exhibit a loss of sense of smell, aphonia, or other abnormalities of nose, throat, or ears that may prevent successful task performance?	Yes	No
2. Does candidate exhibit evidence of chronic bronchitis, emphysema (moderate or severe), infectious pulmonary tuberculosis, or other respiratory abnormalities that may prevent successful task performance?	Yes	No
3. Does candidate exhibit evidence of eczema, psoriasis, dermatitis, or other dermatological condition that may prevent successful task performance?	Yes	No
4. Does candidate exhibit evidence of a gastrointestinal issue that may prevent successful task performance? (Candidate may be required to stand or walk continuously for eight (8) hours without regular access to a restroom.)	Yes	No
5. Use this section to explain any limiting factors or why candidate does not meet the above requirements for general health.		

## Section 2: Medical Exam Questionnaire

Patient's Name: \_\_\_\_\_

(Printed: Last, First, MI)

## Section 3: Conclusions

Summarize below any medical findings which, in your opinion, would limit this candidate from successfully performing PSO tasks or would otherwise make this candidate a hazard to himself/herself or others. Check appropriate section.

\_\_\_\_\_ No limiting conditions noted.

\_\_\_\_\_ Limiting conditions described below. (Identify appropriate questionnaire type and associated number. If additional space is necessary, use reverse side of this page.)

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Examining Physician's Name \_\_\_\_\_

(Print or stamp):

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

## PSO Specific Tasks (6 Core Areas/84 total tasks)

These tasks entail the minimum set of specific tasks all PSOs are expected to perform

<b>Access Control</b>	
1	Stand post at the entry/exit points to verify all persons' identification and conduct inquiries and surveillance of suspicious items, packages, and people.
2	Ensure individuals do not depart with government material unless they are authorized to do so.
3	Verbally challenge individuals who are approaching restricted areas.
4	Direct individuals who cause a disturbance to leave the property.
5	Operate traffic control points.
6	Close off areas to traffic, establish perimeters, and set up barricades to secure incident scenes or facilities.
7	Control access to incident scenes.
8	Help ensure integrity of a crime scene, maintaining it in its original condition until law enforcement personnel take over.
9	Coordinate the receipt, issuance, and tracking of all keys, key cards, lock combinations, vehicle passes/decals, etc.
10	Identify suspicious persons or vehicles.
<b>Screening</b>	
1	Inspect packages, briefcases, containers, or any other items in the possession of people entering or leaving a federally controlled facility.
2	Operate metal detectors to search visitors for prohibited items.
3	Operate x-ray machine to search deliveries and visitors' packages, equipment, and hand carried articles for prohibited items.
4	Conduct vehicle inspection, which may include inspecting under seats, in the trunk, and under the vehicle.
5	Conduct frisks or pat downs for weapons or other unauthorized items.
<b>Visitor Processing</b>	
1	Verify proper identification of visitors required for issuance of visitor badges.
2	Process visitors.
<b>Patrol and Response</b>	
1	Inspect appropriate countermeasures, including facility critical protection points and classified containers.
2	Inspect facilities for hazards, mechanical problems, and unsafe conditions and report problems to appropriate authorities.
3	Close and secure open windows, doors, gates, or other access points.
4	Manually open and close heavy gates and doors.
5	Conduct patrols in accordance with routes and schedules contained in post orders.
6	Inform dispatcher of present status and changes in conditions.
7	Patrol locations in areas which are potentially hazardous to the public (e.g. construction sites).
8	Inspect the perimeter, property, and buildings for hazards, intruders, and suspicious activities.
9	Observe the environment for suspicious vehicles or persons on or around Federal property.
10	Review maps, floor plans, diagrams, or other information to become familiar with facility and property boundaries.
11	Evacuate individuals from dangerous and/or life threatening situations.
12	Guide and assist First Responders (e.g., with scene management or security).
13	Assess the condition of injured individuals.
14	Perform basic first aid in response to emergencies.
15	Administer cardio-pulmonary resuscitation (CPR).
16	Administer/deploy automatic external defibrillator (AED).
17	Use fire extinguisher to put out a minor fire.
18	Request emergency assistance in response to traffic accidents.
19	Assist in conducting accident and incident scene searches and investigations (e.g., check visitor logs, video) in search of relevant evidence and information to determine the facts of the situation.
20	Follow directions to and respond to emergency and routine calls for service until the situation is resolved or until relieved by a higher authority.

## Attachment 1: PSO Functions and Task

21	Investigate the source of suspicious odors and sounds.
22	Pursue fleeing individual.
23	Escort money, valuables, or people to provide security.
24	Escort facility tenants and visitors to and/or from their vehicles after hours.
<b>Control Center Operations</b>	
1	Check radio equipment for proper operation.
2	Monitor security and fire alarms and closed-circuit television to detect security risks, threats, or prohibited items carried by visitors.
3	Dispatch PSOs in response to calls for service, alarms, or emergencies.
<b>Common Tasks</b>	
1	Report potentially threatening situations and violations of law and security procedures.
2	Observe unique characteristics of an individual for identification purposes.
3	Collect information about stolen or missing property or suspicious activities to aid investigations.
4	Take detailed field notes so reports can be completed.
5	Write and/or speak situation reports regarding security related information (e.g., accidents, bomb threats, unlawful acts, characteristics of individuals).
6	Communicate with individuals to establish rapport.
7	Adjust communication to ensure understanding.
8	Provide direction or information to tenants or visitors.
9	Advise persons relative to problems, situations, etc.
10	Encourage people to approach by using effective non-verbal communication (e.g., making eye contact, smiling, greeting a person cordially, and nodding).
11	Communicate with rude or abusive people.
12	Use body language to project control and influence.
13	Use voice commands to project control and direct actions.
14	Explain rules, regulations, and procedures to individuals.
15	Interact with a subject who does not speak English.
16	Interact with a subject who has communication impairment (e.g., is deaf, has a speech impediment).
17	Interact with a subject who has mobility impairment (e.g., is blind, is wheelchair bound).
18	Interact with public, including children.
19	Interview witnesses to obtain description of possible suspects or description of what happened.
20	Advise appropriate personnel of potentially hazardous conditions (e.g., slippery floors).
21	Communicate with first responders.
22	Testify in court regarding criminal activity or other incidents.
23	Report misconduct of other Security Officers.
24	Ensure that all security equipment is activated and operating properly; if not, report to proper authority.
25	Inventory physical objects (e.g., keys, keycards, vehicles, visitor badges) and log accordingly.
26	Locate and review documents and information (e.g., logs, lists).
27	Read memos and other written material to acquire and maintain knowledge.
28	Participate in search for missing child.
29	Activate alarm systems.
30	Provide backup assistance to Law Enforcement Officers and other PSOs.
31	Maintain situational awareness regarding individuals' body language, projected attitudes, and intentions.
32	Care for and maintain firearms.
33	Participate in firearms training.
34	Participate in training in the use of intermediate force weapons to be used in emergency situations.
35	Use intermediate force weapon to temporarily incapacitate a violent individual.
36	Operate firearm to protect self and others.
37	Maintain positive control and retention of firearms and intermediate weapons at all times.
38	Use defensive tactics to prevent or control movements of individuals.
39	Defend against violent combative person(s) to prevent injury to self or others.
40	Physically control individuals displaying disruptive or violent behavior, to include applying handcuffs.

## Physical Ability Standard

This Manual provides detailed instructions for administering submaximal stamina test for Protective Security Officers (PSOs). Physical ability standards for PSOs are based on an extensive job analysis and are designed to ensure that candidates will be able to perform assigned tasks.

### Aerobic Capacity Test Administration

To insure a candidate possesses adequate aerobic power (stamina), a standardized aerobic capacity test is administered. Aerobic test is a submaximal effort. Maximum oxygen consumption is estimated, rather than measured. **Required standard is 9 METs or VO<sub>2</sub>max of 31.5 ml/kg/min.**

Licensed physician or hiring agency may use any of the three methods listed below for administering this test:

1. **Step Test:** Heart rate is monitored while the candidate steps up and down from a bench 10 or 11 inches high and large enough such that a candidate can safely step up and down without risk for six minutes. Stepping rate ranges from 18 to 24 ascents per minute. Heart rate, step rate, and bench height are used to compute the candidate's maximum aerobic power in mL/kg/min (American College of Sports Medicine, 1980; Astrand and Rodahl, 1986).
2. **Stepmill Test:** Heart rate is monitored while the candidate steps on a moving tread with two stepping rates of 18 and 24 ascents per minute. The workload is increased after the first three minutes. Heart rate, step rate, and workload are used to compute the candidate's maximum aerobic power in mL/kg/min (American College of Sports Medicine, 1980; Astrand and Rodahl, 1986).
3. **Treadmill Test:** Heart rate is monitored while the candidate walks/jogs on a motorized treadmill at a known speed and inclination. The workload is increased after the first three minutes by increasing the inclination of the treadmill. Heart rate and treadmill speed and inclination are used to compute the candidate's maximum aerobic power in mL/kg/min (American College of Sports Medicine, 1980; Astrand and Rodahl, 1986).

## **Attachment 2: Physical Abilities Testing Manual**

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**Required Equipment:**

- Step bench, stepmill, or treadmill
  - Step Bench must be 10 or 11 inches high, at least 36 inches wide and at least 24 inches deep.
  - Stepmill must be designed for commercial use with treads at least 20 inches wide by 60 inches long with a tread height of eight (8) inches.
  - Treadmill must be designed for commercial use, motorized, and capable of differential speed and inclination.
- Heart rate monitor with extra sensor belt
- Stopwatch
- Metronome
- Calculator
- Well-ventilated room with constant comfortable temperature
- Writing utensils
- Telephone or call button to summon emergency medical assistance with emergency number clearly posted for reference

**Candidate Requirements:**

- Candidates should not eat, smoke, or drink caffeinated beverages at least two hours prior to test
- Candidates should avoid heavy physical exertion at least three hours prior to test
- Candidate should be free of infection, including colds, prior to test

**Test Administrator Requirements:**

- American Red Cross or American Heart Association certified in cardiopulmonary resuscitation at the basic rescue level
- Familiar with emergency procedures for the facility
- Completely familiar with the required equipment and testing instructions before administering any tests
- Maximum administrator to candidate ratio is one administrator to six candidates

**Prior to Administering Test:**

- Calculate and record candidate's resting heart rate (RHR) and maximum heart rate
- Determine and record heart rate at which to stop testing
- Read all instructions to candidate

**Calculations:**

<b>Estimating Resting Heart Rate*</b>		
<b>Age and Health Condition</b>	<b>Male</b>	<b>Female</b>
*If, at rest, the candidate displays a resting heart rate below the estimates listed, use the measured heart rate.		
Under 40, healthy in appearance, not estimated to be overweight, and from questioning, pursues an active lifestyle (work and/or recreation).	70	76
Under 40 and overweight or sedentary lifestyle, OR Over 40, not overweight, and active.	74	80
Over 40 and sedentary.	78	84

**Estimating Maximum Heart Rate (HRmax)**

Maximal heart rate does not differ substantially between genders, but does decrease with age. Following chart identifies an accurate estimate of HRmax and Heart Rate to Terminate Testing.

**Determining Heart Rate at Which to Terminate Testing**

A submaximal aerobic capacity test should be stopped if heart rate reaches 85% of candidate's estimated maximum. A table of age and predicted maximum heart rates and level to stop the testing is presented below. Testing without a licensed physician present is considered safe only up to 85% to 90% of maximum heart rate. This value can be determined by the following equation, and should be prominently recorded on a data sheet:

### Heart Rate to Terminate Aerobic Capacity Test = 0.85 x Max HR

**NOTE:** Heart rate to terminate test (HRtt) could be set at even lower levels in instances where there is special concern about a given candidate (i.e., older candidate, or suspected very low fitness). Some facilities may elect to take a generally more conservative approach. To a certain extent, this can be accomplished without loss of accuracy.

Age	HRmax	HRtt		Age	HRmax	HRtt
21	199	169		44	184	156
22	199	169		45	183	156
23	198	168		46	183	155
24	197	168		47	182	155
25	197	167		48	181	154
26	196	167		49	181	153
27	195	166		50	180	153
28	195	165		51	179	152
29	194	165		52	179	152
30	193	164		53	178	151
31	193	164		54	177	151
32	192	163		55	177	150
33	191	163		56	176	149
34	191	162		57	175	149
35	190	161		58	175	148
36	189	161		59	174	148
37	189	160		60	173	147
38	188	160		61	173	147
39	187	159		62	172	146
40	187	159		63	171	146
41	186	158		64	171	145
42	185	157		65+	170	144
43	185	157				

### Getting Started:

Attach heart rate monitor electrodes (belted or disposable), to candidate. Make sure heart rate monitor is in good working order and candidate's heartbeat appears as a regular rhythmic cursor on monitor. Read this statement to candidates prior to taking any test:

1. "You will be taking a test which will elevate your heart rate. You must get your physician's clearance before taking this test if you have:
  - Known or suspected heart disease
  - High blood pressure (hypertension)
  - Back problems
  - Chronic obstructive pulmonary disease such as asthma
  - Or if you are taking prescribed medication
  
2. You should also consider getting your physician's clearance if you:
  - Are in poor physical shape
  - Are over 35, don't exert yourself regularly in occupational or recreational endeavors like hiking, walking, running, etc.
  - Have any concerns about taking this test
  
3. You must stop taking test if you feel any of the following symptoms:
  - Pain or tightness in chest
  - Dizziness or light-headedness
  - Unusual shortness of breath
  - Any unusual pain
  
4. Testing procedures simulate demands of PSO position and are no direct reflection on your personal health. Unfortunately, there is a natural tendency to interpret these procedures as a physical examination which makes a definitive statement about a candidate's health. Thus, "failing" these tests can be a source of concern to a candidate. THESE TESTS IN NO WAY SHOULD BE CONSTRUED AS A MEASURE OF YOUR PHYSICAL HEALTH."

### During Test:

Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:

- **Monitor** heart rate continuously.
- **Observe** candidate's physical condition.
- Occasionally **ask** candidate, "How are you doing?"
- Keep candidate **informed** on how much time remains during test.

## **Attachment 2: Physical Abilities Testing Manual**

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## Step Test

Step bench shall be stable enough where a bench will not move and a candidate can safely step up and down.

The test protocol is as follows:

**Level 1: Three minutes at 18 Steps per minute**

**Level 2: Three minutes at 24 Steps per minute**

### Test Administration

1. **Read to candidate:** "You will be stepping up and down on this bench for a period of six minutes or until your heart rate reaches 85% of your age predicted maximum, whichever comes first." (Note: *Test Administrator shall provide figures of maximum heart rate and 85% heart rate to candidate.*)
2. **Read to candidate:** "It is important that on going up, you go all the way to where your leg is straight and your body is erect. (Demonstrate action). You may change lead legs, as you desire. (Demonstrate action). Your heart rate will be monitored during the entire test." (Note: *Have each candidate try three to five ascents with metronome audible, to acquire "feel" before starting test.*)
3. After candidate has had a few successful attempts, tell them to stop and stop metronome.
4. **Read to candidate:** "Are you ready?" (Note: *Start metronome at 18 steps per minute (72 beats per minute on metronome).*)
5. **Read to candidate:** "Begin test." (Note: *Start stopwatch as candidate starts their first step.*)
6. Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:
  - a. **Monitor** heart rate continuously.
  - b. **Observe** candidate's physical condition.
  - c. Occasionally **ask** candidate, "How are you doing?"
  - d. Keep candidate **informed** on how much time remains during test.

**TERMINATE TEST IF CANDIDATE DOES NOT FEEL HE/SHE CAN COMPLETE SIX MINUTES**

**TERMINATE TEST IF ANY SYMPTOMS LISTED IN PRECAUTIONS OCCURS**

- a. If candidate's heart rate exceeds 85% of age predicted maximum
- b. Candidate is not physically qualified
- c. He/she may be over stressed by test

**DO NOT DISCUSS PERFORMANCE OR SCORES**

7. Monitor candidate's pace. If candidate is markedly faster or slower than cadence, have him/her adjust accordingly. Take note of candidate's motion; coming to a fully erect position on each ascent; remind candidate if necessary.
8. Starting at two minutes and zero seconds, count number of complete steps taken during next 30 seconds. (i.e. stop counting at two minutes and 30 seconds). This value, multiplied by two, will be the step rate for Stage 1.
9. At two minutes and 45 seconds, tell candidate you are about to increase speed of test.
10. At two minutes and 55 seconds, note and record candidate's heart rate.
11. Increase speed of the metronome to 24 steps per minute (96 beats per minute on metronome).
12. Starting at five minutes and zero seconds, count number of complete steps taken during next 30 seconds (i.e. stop counting at five minutes and 30 seconds). This value, multiplied by two, will be the step rate for Stage 2.
13. At five minutes and 30 seconds, tell candidate: "30 seconds to go."
14. At five minutes and 50 seconds, tell candidate: "10 seconds to go."
15. At five minutes and 55 seconds, candidate should be starting her/his next to last ascent.
16. During ascent, tell candidate, "one more" and pause until he/she is starting last ascent and say: "Stop."
17. Note and record time at which candidate stopped test.
18. Note and record candidate's heart rate when test stopped.
19. It is useful to note time of day so time between tests may be determined.

## Scoring the Step Test

If candidate fails to complete at least five minutes of six minute test, score candidate as unqualified for any strenuous jobs. Estimates of METmax would be unreliable in this circumstance.

If candidate completes at least five minutes of six minute test, then predicted aerobic power (aerobic capacity or METmax), may be obtained.

Calculation of aerobic capacity entails using data from final stage of step test. A generalized equation which uses data of a single stage (i.e. the last stage) is as follows:

For hand calculation of METmax using an 11" bench:

$$\text{METmax} = \frac{[\text{HRR}\{(\mathbf{0.2917} * \text{Step Rate}) - \mathbf{1}\} / (\text{FHR} - \text{RHR})] + \mathbf{1}}$$

For hand calculation of METmax using a 10" bench:

$$\text{METmax} = \frac{[\text{HRR}\{(\mathbf{0.2737} * \text{Step Rate}) - \mathbf{1}\} / (\text{FHR} - \text{RHR})] + \mathbf{1}}$$

Where:

Step Rate = Stepping rate on bench (e.g. 24 steps per minute or 18 steps per minute etc.).

FHR = Final Heart Rate at the end of the stepping period.

RHR = Resting Heart Rate.

HRR = Heart Rate Reserve (Age Predicted HR Max - RHR).

## **Attachment 2: Physical Abilities Testing Manual**

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## Stepmill Test

Test protocol is as follows:

**Level 1: Three minutes at 4 METs, 18 steps per minute**

**Level 2: Three minutes at 7 METs, 24 Steps per minute**

### Test Administration

1. Read to candidate: "You will be stepping up and down on this stepmill for a period of six minutes or until your heart rate reaches 85% of your age predicted maximum, whichever comes first. (Note: *Administrator should provide maximum heart rate and 85% heart rate figures to candidate.*) You can rest your hands on the rail but you cannot exert any pressure or press down on the handrails while stepping. Your heart rate will be monitored during entire test."
2. Have candidate try stepmill for up to one minute or until candidate says he or she feels comfortable and has the feel of stepping in the stepmill before starting test.
3. After they have had a brief period to get acclimated, tell them to stop.
4. Read to candidate: "Are you ready?"
5. Start the stepmill program and verify that it is on Level 1.
6. Read to candidate: "Begin test." (Note: *The timer should start counting from zero.*)
7. Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:
  - a. **Monitor** heart rate continuously.
  - b. **Observe** candidate's physical condition.
  - c. Occasionally **ask** candidate, "How are you doing?"
  - d. Keep candidate **informed** on how much time remains in test.

**TERMINATE TEST IF CANDIDATE DOES NOT FEEL HE/SHE CAN COMPLETE SIX MINUTES.**

**TERMINATE TEST IF ANY SYMPTOMS LISTED IN PRECAUTIONS OCCURS:**

- a. **If candidate's heart rate exceeds 85% of age predicted maximum**
- b. **Candidate is not physically qualified**
- c. **He/she may be over stressed by test**

**DO NOT DISCUSS PERFORMANCE OR SCORES.**

8. At two minutes and 45 seconds, tell candidate that you are about to increase the speed of test.
9. At two minutes and 55 seconds, note and record heart rate.
10. Proceed to Level 2 on stepmill. (Note: *Should be programmed to increase intensity automatically.*)
11. At five minutes and 30 seconds, tell candidate: “30 seconds to go.”
12. At five minutes and 50 seconds, tell candidate: “10 seconds to go.”
13. At five minutes and 55 seconds, candidate should be starting her/his next to last ascent.
14. During ascent, tell candidate, “One more” and pause until he or she is starting last ascent and say: “Stop.”
15. Note and record time at which candidate stopped test.
16. Note and record candidate's heart rate when test is stopped.
17. It is useful to note time of day so time between tests may be determined.

### **Scoring the Stepmill Test**

If candidate fails to complete at least five minutes of six minute test, score candidate as unqualified for any strenuous jobs. Estimates of METmax would be unreliable in this circumstance.

If candidate completes at least five minutes of six minute test, then predicted aerobic power (aerobic capacity or METmax) may be obtained.

Calculation of aerobic capacity entails using data from final stage of the Stepmill Test. A generalized equation which uses the data of a single stage (i.e. last stage in which the exercise intensity level was 7 METs) is as follows:

$$\text{METmax} = [\text{HRR} * 7 - 1] / (\text{FHR} - \text{RHR}) + 1$$

Seven (7) = METs during Level Two (2) or second stage of test

FHR = Final Heart Rate at the end of the stepping period

RHR = Resting Heart Rate

HRR = Heart Rate Reserve (Age Predicted HR Max - RHR)

## **Attachment 2: Physical Abilities Testing Manual**

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## Treadmill Test

**Test protocol is as follows:**

**Level 1: Three minutes at three miles per hour, 2.0% incline**

**Level 2: Three minutes at three miles per hour, 7.0% incline**

### Test Administration

1. Read to candidate: "You will be walking on a treadmill for a period of six minutes or until your heart rate reaches 85% of your age predicted maximum, whichever comes first (Note: *Administrator should provide the maximum heart rate and 85% heart rate figures to the candidate*). It is important you maintain a comfortable gait. Your heart rate will be monitored during entire test."
2. Have candidate try walking on treadmill for up to one (1) minute or until candidate says he or she feels comfortable and has the feel of stepping in treadmill before starting test.
3. After they have had a brief period to get acclimated, tell them to stop.
4. Read to candidate: "Are you ready?"
5. Start treadmill program and verify it is on Level 1.
6. Read to candidate: "Begin test." (Note: *The timer should start counting from zero.*)
7. Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:
  - a. **Monitor** heart rate continuously.
  - b. **Observe** candidate's physical condition.
  - c. Occasionally **ask** candidate, "How are you doing?"
  - d. Keep candidate **informed** on how much time remains in test.

**TERMINATE TEST IF CANDIDATE DOES NOT FEEL HE/SHE CAN COMPLETE SIX MINUTES.**

**TERMINATE TEST IF ANY SYMPTOMS LISTED IN PRECAUTIONS OCCURS:**

- **If heart rate exceeds 85% of age predicted maximum**
- **Candidate is not physically qualified**
- **He/she may be over stressed by the test**

**DO NOT DISCUSS PERFORMANCE OR SCORES.**

8. Monitor pace and placement on treadmill. If candidate begins to move to back of treadmill, have him or her speed up and move to front.
9. At two minutes 45 seconds, tell candidate that you are about to increase incline of treadmill.
10. At two minutes and 45 seconds, note and record heart rate.
11. Proceed to Level 2 on treadmill. (Note: *Should be programmed to increase intensity automatically.*)
12. At five minutes and 30 seconds, tell candidate: “30 seconds to go.”
13. At five minutes and 50 seconds, tell candidate: “10 seconds to go.”
14. At five minutes and 55 seconds, tell candidate: “Five (5) seconds to go.”
15. At six minutes, say: “Stop.”
16. Note and record time at which candidate stopped test.
17. Note and record candidate's heart rate when test is stopped.
18. It is useful to note time of day so time between tests may be determined.

**Scoring the Treadmill Test**

If candidate fails to complete at least five minutes of six minute test, score candidate as unqualified for any strenuous jobs. Estimates of METmax would be unreliable in this circumstance.

If candidate completes at least five minutes of six minute test, then predicted aerobic power (aerobic capacity or METmax) may be obtained.

Calculation of aerobic capacity entails using data from final stage of treadmill test. A generalized equation which uses data of a single stage (i.e., the last stage) is as follows:

$$\text{METmax} = \frac{\text{HRR} [(\text{MET Cost of Stage}) - 1] + 1}{\text{FHR} - \text{RHR}}$$

$$\text{MET Cost of Stage} = [22.86 \times (0.1 + 1.8 \times G)] + 1 \text{ @ } 3 \text{ mph}$$

G = % grade as a decimal fraction (e.g., 7.5% = 0.075)

**Note:** For the recommended Treadmill Test the energy cost values are as follows:

Stage 1:4.3 METS at three (3) mph, 2.0% inclination; 6.4 METS at three (3) mph, 7.0% inclination.

FHR = Final Heart Rate at the end of the stepping period

RHR = Resting Heart Rate

HRR = Heart Rate Reserve (Age Predicted HR Max - RHR)

**NOTE:** Above equation can be used for any single stage treadmill test. If multiple stage test has been administered, use final stage data to calculate the MET score.

## Exhibit 8A Contractor-Provided Uniform Items

### 1. Facility:

### 2. Uniforms: Contractor Uniform Items

Contractor shall furnish uniform clothing items, as indicated below, to PSOs performing on Contract. Badges, patches, and other approved devices worn on uniforms shall carry distinctive company markings and in compliance with applicable state and local laws.

*Note: Regional Directors, or designee, may authorize adjustments to uniform clothing items to account for varying climate zones.*

### 3. Uniform Requirements:

Uniform Components	Description	Color	Qty
Body Armor	Minimum NIJ Level IIA with Concealed Carrier	Black	
Boots	Pair, Quarter	Black	
Cap	Baseball Style	Black	
Cap	Faux Fur Trooper Style	Black	
Double Magazine Case or Speed Loader Case	Nylon, Compatible with Specified Weapon	Black	
Duty Belt "Keepers"	Nylon	Black	
Expandable or Straight Police Baton	With Holder	Black	
Glove and Microshield Pouch	Nylon, Slide on Belt Type, Holds Set of Single Use Disposable Gloves and One (1) Single Use Disposable Microshield	Black	
Gloves	Winter, Pair	Black	
Handcuff Case	Nylon	Black	
Handcuffs and Keys	Meets NIJ 0307.01		
Jacket	Winter, Patrol Type	Black	
Jacket	Nylon Windbreaker	Black	
Key Strap with Flap	Nylon	Black	
Level II Firearm Retention Holster	Nylon, Slide on Belt Type with Hammer Safety Strap (Left/Right as Required)	Black	
Microshield	Single Use, Disposable		
Nameplate	2-1/2" x 5/8" Metal Plate with Rounded Edges and 1/4" Lettering Identifying First Initial and Last Name	Gold Metal with Black Lettering	

Uniform Components	Description	Color	Qty
Necktie	Clip-on	Black	
Oleoresin Capsicum (OC) or Combination OC- CS Orthochlorobenzaimalononitril e Canister	2.0 ounce Non-Flammable Flip Top Safety Canister with Fog/Cone, Stream, or Foam Spray Pattern		
Oleoresin Capsicum (OC) case	Nylon, Slide on Belt Type	Black	
Pistol belt	Nylon without Shoulder Strap	Black	
Shirt, long sleeve	Insignia, Shoulder Patch	Light Gray	
Shirt, short sleeve	Insignia, Shoulder Patch	Light Gray	
Trouser	All Season Weight	Black	
Whistle	With Chain Attachment		
Flashlight w/holder	2-D Cell		

## Exhibit 8B

### Contractor-Provided Supplementary Equipment

**1. Facility:**

**2. Supplementary Equipment: Contractor Equipment Items**

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

**3. Supplementary Equipment Requirements:**

Equipment Item	Description/Color	Qty
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## Exhibit 8C

# Contractor-Provided Firearms and Ammunition

Contractor will provide PSOs, including part-time and reserve PSOs, with their own pistol. Select firearm that will be used:

<b>Specifications</b>	.38 Special 9mm	.40 S/W .357 SIG
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### 1. Caliber 9mm

The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more than 30 oz. excluding the magazine. The caliber authorized is 9MM and not any larger. The magazines (three for each pistol) shall hold a minimum of 10 rounds and not more than 17. The pistol must be able to be fired without a magazine inserted into the weapon. The magazine must fall free (unloaded) when the magazine catch is activated. The double action only trigger pull must not weigh more than 12 pounds and not less than 5 pounds. The pistol may be either a traditional double action only or a striker fired design.

The pistol shall have a dark corrosive resistant finish and must be capable of being fired without the manipulation of an external safety or cocking lever. Passively operated grip or trigger safeties are acceptable. The normal function of the pistol shall be double action only. The pistol must be operable by a right or left-handed user. The use of a polymer-framed pistol is acceptable. There is not a requirement for an all-metal firearm.

All safeties must be internal or passive. An inertial interlocked firing pin will be the primary safety to positively prevent movement of the firing pin unless the trigger is pulled completely through its entire length of travel.

The sights must be drift adjustable and be luminous night sights, one (1) dot on the front sight, and two (2) dots on the rear sight, which appear as three (3) illuminated dots when the weapon is held at arm's length. The illuminated dots must not be visible when viewed from the muzzle end of the pistol. The color of the illuminated dots must be green. The illumination materials for the night sight must comply with Nuclear Regulatory Commission standards.

The following pistols are recommended:

- Smith & Wesson M&P 9 MM; 5900 Series in DAO 9MM
- Glock 17 & 19 9MM
- SIGARMS Sigpro 9MM; P226 and P228 in 9MM DAO
- Steyr M Series 9MM
- Springfield Armory XD in 9MM

Ammunition type is authorized: 110- 147 grain Jacketed Hollow Points. (If local statutes permit)

Recommended Brands: Federal, Speer, Winchester, Remington

### 2. Caliber .38 SPECIAL

The overall size shall not exceed 10.5" long, 5.5" high, and 1.55" wide and weigh no more than 42 oz. or less than 35 oz empty with a 4 inch non-ported, semi or fully shrouded (lugged) barrel. The pistol may be capable of firing either 38 Special +P or .357 Magnum cartridges although the duty caliber authorized is .38 Special +P. The cylinder shall hold 6 rounds and be opened with the manipulation of just one release. The double action trigger pull must not weigh more than 12 pounds and not less than 5 pounds.

The pistol shall have a blued or stainless steel finish and must be capable of being fired without the manipulation of an external safety. The normal function of the pistol shall be double action with the capability of being fired in a single action mode. The pistol must be operable by a right or left-handed user. With the exception of grips and small internal parts, it shall be an all-metal firearm.

All safeties must be internal and passive. A transfer bar type mechanism will be the primary safety to positively prevent contact between the hammer and firing pin or hammer and cartridge primer unless the trigger is pulled completely through its entire length of travel.

The sights must be fixed front and fixed, drift or fully adjustable rear.

The following pistols are recommended:

- Smith & Wesson Model 686 K or L frame
- Taurus Model 82 or 65
- Ruger GP 100 Series

Ammunition type authorized: 110 – 135 grain +P rated Jacketed Hollow Point. **(If local statutes permit)**

Recommended Brands: Federal, Speer, Winchester, Remington

### 3. Caliber .40 S&W

The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more than 30 oz. excluding the magazine. The caliber authorized is .40 S&W and not any larger. The magazines (three for each pistol) shall hold a minimum of 10 rounds and not more than 15. The pistol must be able to be fired without a magazine inserted into the weapon. The magazine must fall free (unloaded) when the magazine catch is activated. The double action only trigger pull must not weigh more than 12 pounds and not less than 5 pounds. The pistol may be either a traditional double action only or a striker fired design.

The pistol shall have a dark corrosive resistant finish and must be must be capable of being fired without the manipulation of an external safety or cocking lever. Passively operated grip or trigger safeties are acceptable. The normal function of the pistol shall be double action only. The pistol must be operable by a right or left-handed user. The use of a polymer-framed pistol is acceptable. There is not a requirement for an all-metal firearm.

All safeties must be internal or passive. An inertial interlocked firing pin will be the primary safety to positively prevent movement of the firing pin unless the trigger is pulled completely through its entire length of travel.

The sights must be drift adjustable and be luminous night sights, one (1) dot on the front sight, and two (2) dots on the rear sight, which appear as three (3) illuminated dots when the weapon is held at arm's length. The illuminated dots must not be visible when viewed from the muzzle end of the pistol. The color of the illuminated dots must be green. The illumination materials for the night sight must comply with Nuclear Regulatory Commission standards.

The following pistols are recommended:

- Smith & Wesson M&P .40 Cal.
- Glock 22 & 23 .40 Cal.
- SIGARMS Sigpro .40 Cal.; P226 and P229
- Steyr M Series .40 Cal.
- Springfield Armory XD in .40 Cal.
- H&K USP (Variant 7 DAO) .40 Cal.

Ammunition type authorized: 155-180 grain Jacketed Hollow Point

Recommended Brands: Federal, Speer, Winchester, Remington

#### 4. Caliber 357 SIG

The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more than 30 oz. excluding the magazine. The caliber authorized is .357 SIG. The magazines (three for each pistol) shall hold a minimum of 10 rounds and not more than 15. The pistol must be able to be fired without a magazine inserted into the weapon. The magazine must fall free (unloaded) when the magazine catch is activated. The double action only trigger pull must not weigh more than 12 pounds and not less than 5 pounds. The pistol may be either a traditional double action only or a striker fired design.

The pistol shall have a dark corrosive resistant finish and must be capable of being fired without the manipulation of an external safety or cocking lever. Passively operated grip or trigger safeties are acceptable. The normal function of the pistol shall be double action only. The pistol must be operable by a right or left-handed user. The use of a polymer-framed pistol is acceptable. There is not a requirement for an all-metal firearm.

All safeties must be internal or passive. An inertial interlocked firing pin will be the primary safety to positively prevent movement of the firing pin unless the trigger is pulled completely through its entire length of travel.

The sights must be drift adjustable and be luminous night sights, one (1) dot on the front sight, and two (2) dots on the rear sight, which appear as three (3) illuminated dots when the weapon is held at arm's length. The illuminated dots must not be visible when viewed from the muzzle end of the pistol. The color of the illuminated dots must be green. The illumination materials for the night sight must comply with Nuclear Regulatory Commission standards.

The following pistols are recommended:

- Smith & Wesson M&P .357 SIG
- Glock 31 & 32
- SIGARMS Sigpro or P229 in .357 SIG
- Steyr M Series in .357 SIG
- Springfield Armory XD in .357 SIG

Ammunition type authorized: 125 grain Jacketed Hollow Point. (If local statutes permit)

Recommended Brands: Federal, Speer, Winchester, Remington

## Exhibit 8D Contractor-Provided Personal Protective Equipment

**1. Facility:** All facilities covered by this BPA/Contract

**2. Personal Protective Equipment: Contractor Equipment Items**

Contractor shall maintain a stock of the following personal protective equipment items for each officer, post, and location covered by this contract in quantities sufficient to furnish all productive and supervisory security officers performing on Contract with equipment for a two-week period. Contractor shall maintain all equipment in a ready and usable condition and replenish stock as necessary to ensure a two-week supply is available at all times.

**3. Supplementary Equipment Requirements:**

<b>Equipment Item</b>	<b>Description / Color</b>	<b>QTY</b>
Eyewear	Blood and Air Borne Protection	*
Gloves	Medical Examination Gloves	*
Hand Sanitizer	Alcohol-Based	*
N95 Mask	Filtering Face Piece Respirator	*
Microshield	Single Use, Disposable	*

\* As appropriate to supply each security officer this equipment for at least two weeks in performance of their duties. Contractor shall replace disposable continuous wear items such as masks and gloves over course of a PSO's shift as recommended by manufacturer to ensure maximum effectiveness of the item.

## Exhibit 8E

### Contractor-Provided Communication Equipment

**1. Facilities:**

- 2. Equipment:** The Contractor shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios/cellular phones and described associated equipment/ to equip each security officer on post a method to communicate with FPS and the Post Tracking System.

Type of Equipment	Qty
Radio, portable, handy-talkie, four (4) watts, with Helifex antenna	
Charger, rapid rate, with legs	
Charger, rapid rate, slim-line, desktop	
Battery, rapid rate nickel-cadmium	
Standard carrying case, slim-line size	
Base Station	
Cellular telephone	
Cellular telephone charger	
Cellular telephone holder	

- 3. Licenses and Frequencies:** The Contractor shall apply for an FCC license and authorization to operate in frequencies specified by the Government. Where necessary, the COTR will issue a letter of authorization, identifying the Contractor as having a need to communicate over a frequency or frequencies assigned to an agency of the Federal Government.
- 4. Normal, Emergency and Continuous Communications:** All two-way portable radio units must have the capability of transmitting and receiving clear and concise vocal transmissions between the security officer, supervisory personnel and the Contractor's base station.

The cellular phones must have a telephone number with the local area code of the location of the post. The cellular phone will have the capability to receive and make calls without restrictions for having the capability for two-way communications between FPS, the Contractor, and the security officer personnel assigned to this Contract.

- 5.** The Contractor will provide a listing of radio(s) and associated equipment used on this Contract to the COTR prior to standing post. The Contractor will provide a listing of cellular telephone numbers and the associated posts used on this Contract to the COTR prior to standing post.

## Exhibit 8F Contractor-Provided Vehicles

### 1. Facility:

### 2. Equipment: Contractor Vehicle(s)

The Contractor shall furnish a vehicle or vehicles, as indicated below, for patrol at the facility, to transport supervisors in the course of supervision duties, and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the company. The vehicle(s) shall be available at all times during the life of the contract. The Contractor shall immediately replace a vehicle if the Contractor must remove it from operation for any reason(s). It is the Contractor's responsibility to register, insure, and provide proper maintenance for the vehicle(s). The vehicle(s) shall have the following equipment:

- Rotational emergency roof light in compliance with applicable state and local laws
- One (1) 10 – 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers
- One (1) conventional, universal first aid kit that contains an Airway pack, Cling bandages, and a minimum of two bite sticks

### 3. Vehicle Requirements:

Vehicle Type (Sedan/Truck/Segway/Bicycle etc)	Est. use miles/hours per day	Vehicle Type (Sedan/Truck/Segway/Bicycle etc)	Est. use miles/hours per day

## Exhibit 9A

### Government-Provided Uniform Items

**1. Facility:**

**2. Uniforms: Government Provided Uniform Items**

The Government shall furnish uniform clothing items, as indicated below, to all productive and supervisor security officers performing on the Contract. Government furnished uniform items for wear and use only while on duty during the performance of this Contract.

**3. Uniform Items:**

Uniform Components	Description	Color	Qty
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## Exhibit 9B

# Government-Provided Supplementary Equipment

**1. Facility:**

**2. Supplementary Equipment: Government Provided Equipment Items**

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

**3. Supplementary Equipment Requirements:**

Equipment Item	Description/Color	Qty
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## Exhibit 9C

### Government-Provided Personal Protective Equipment

**1. Facility:**

**2. Personal Protective Equipment: Government Provided Equipment Items**

The Government may furnish the following personal protective equipment items for each security officer, post, or location as indicated to all productive and supervisor security officers performing on the Contract. The Contractor shall maintain all equipment in a ready and usable condition.

**3. Supplementary Equipment Requirements:**

Equipment Item	Description / Color	Qty
Eyewear	Blood and Air Borne Protection	
Gloves	Medical Examination Gloves	
Hand Sanitizer	Alcohol-Based	
N95 Mask	Filtering Face Piece Respirator	
Microshield	Single Use, Disposable	

## Exhibit 9D

### Government-Provided Communications Equipment

**1. Facilities:**

**2. Equipment:** The Government shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.

**3.** The Contractor will provide a receipt for radio(s) and associated equipment received from the Government for use on this Contract to the Contracting Officer's Representative.

**4.** The Contractor will report any damage or maintenance issues concerning this equipment immediately to the COTR.

Type of Equipment	Qty
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## **Exhibit 9E**

# **Government-Provided Property HSPD-12 Personal Identity Verification (PIV) Card Employee Application Process**

### **A. Application.**

1. Contractor shall provide employee forms listed below after employee receives favorable suitability determination from FPS; employee shall complete each form and return to Contractor.

- a. DHS Form 1100-14, Identification Access Control Card Request (Exhibit 2I)
- b. DHS Form 11000-27, Federal Emergency Response Official Designation Request (Exhibit 2J)

2. Contractor shall review forms identified in 1 (a) and (b) for completeness, then provide to COTR.

### **B. Sponsorship.**

1. COTR will review forms for completeness, once verified, forward forms to HSPD-12 Program Office.

2. COTR will notify designated contractor representative regarding employee's sponsorship determination and provide information for enrollment. (See example below section C. 5)

### **C. Enrollment.**

1. Government will notify Contractor of specific dates/times available for enrollment. Contractor shall schedule its employee(s) within those dates/times and ensure employee reports to enrollment station at scheduled time.

2. Employee must bring two valid forms of identification. Acceptable forms of identification can be found in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. (Exhibit 9F). At least one form of identification must be a Federal or State government issued photo identification.

3. If employee does not present acceptable forms of identification, appointment will be cancelled. Designated contractor representative is responsible for notifying COTR of cancelled appointment and re-scheduling appointment.

4. After enrollment process is complete, PIV card will be issued and activated. To activate PIV card, employee will be fingerprinted and required to provide a 6 to 8 numeric Personal Identification Number (PIN). PIN should be created to mitigate unauthorized use of PIV card.

5. Estimated Processing Time: 20 min/per person

Address*	Operating Days*	Hours*	Point of Contact
<b>* Information will be provided by COTR</b>			

# Exhibit 9F

## FORM I-9: Lists of Acceptable Documents

<b>LISTS OF ACCEPTABLE DOCUMENTS</b>		
<b>All documents must be unexpired</b>		
<b>LIST A</b>	<b>LIST B</b>	<b>LIST C</b>
<b>Documents that Establish Both Identity and Employment Authorization</b>	<b>Documents that Establish Identity</b>	<b>Documents that Establish Employment Authorization</b>
<b>OR</b>		<b>AND</b>
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> </ol>	<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> </ol>	<ol style="list-style-type: none"> <li>1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States</li> </ol>
<ol style="list-style-type: none"> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> </ol>	<ol style="list-style-type: none"> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> </ol>	<ol style="list-style-type: none"> <li>2. Certification of Birth Abroad issued by the Department of State (Form FS-545)</li> </ol>
<ol style="list-style-type: none"> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> </ol>	<ol style="list-style-type: none"> <li>3. School ID card with a photograph</li> </ol>	<ol style="list-style-type: none"> <li>3. Certification of Report of Birth issued by the Department of State (Form DS-1350)</li> </ol>
<ol style="list-style-type: none"> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> </ol>	<ol style="list-style-type: none"> <li>4. Voter's registration card</li> </ol>	<ol style="list-style-type: none"> <li>4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> </ol>
<ol style="list-style-type: none"> <li>5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form</li> </ol>	<ol style="list-style-type: none"> <li>5. U.S. Military card or draft record</li> </ol>	<ol style="list-style-type: none"> <li>5. Native American tribal document</li> </ol>
<ol style="list-style-type: none"> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol>	<ol style="list-style-type: none"> <li>6. Military dependent's ID card</li> </ol>	<ol style="list-style-type: none"> <li>6. U.S. Citizen ID Card (Form I-197)</li> </ol>
	<ol style="list-style-type: none"> <li>7. U.S. Coast Guard Merchant Mariner Card</li> </ol>	<ol style="list-style-type: none"> <li>7. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> </ol>
	<ol style="list-style-type: none"> <li>8. Native American tribal document</li> </ol>	<ol style="list-style-type: none"> <li>8. Employment authorization document issued by the Department of Homeland Security</li> </ol>
	<ol style="list-style-type: none"> <li>9. Driver's license issued by a Canadian government authority</li> </ol>	
	<p style="text-align: center;"><b>For persons under age 18 who are unable to present a document listed above:</b></p>	
	<ol style="list-style-type: none"> <li>10. School record or report card</li> </ol>	
	<ol style="list-style-type: none"> <li>11. Clinic, doctor, or hospital record</li> </ol>	
	<ol style="list-style-type: none"> <li>12. Day-care or nursery school record</li> </ol>	

**Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)**

Form I-9 (Rev. 08/07/09) Y Page 5

# Exhibit 10

## Federal Management Regulations

### Subpart C, Conduct on Federal Property

#### (41 CFR 102-74)

### Subpart C—Conduct on Federal Property

#### Applicability

##### §102-74.365—To whom does this subpart apply?

The rules in this subpart apply to all property under the authority of GSA and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations. Federal agencies must post the notice in the Appendix to this part at each public entrance to each Federal facility.

#### Inspection

##### §102-74.370—What items are subject to inspection by Federal agencies?

Federal agencies may, at their discretion, inspect packages, briefcases and other containers in the immediate possession of visitors, employees or other persons arriving on, working at, visiting, or departing from Federal property. Federal agencies may conduct a full search of a person and the vehicle the person is driving or occupying upon his or her arrest.

#### Admission to Property

##### §102-74.375—What is the policy on admitting persons to Government property?

Federal agencies must—

(a) Except as otherwise permitted, close property to the public during other than normal working hours. In those instances where a Federal agency has approved the after-normal-working-hours use of buildings or portions thereof for activities authorized by [subpart D](#) of this part, Federal agencies must not close the property (or affected portions thereof) to the public;

(b) Close property to the public during working hours only when situations require this action to provide for the orderly conduct of Government business. The designated official under the Occupant Emergency Program may make such decision only after consultation with the buildings manager and the highest ranking representative of the law enforcement organization responsible for protection of the property or

the area. The designated official is defined in [102-71.20](#) of this chapter as the highest ranking official of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials; and

(c) When property or a portion thereof is closed to the public, restrict admission to the property, or the affected portion, to authorized persons who must register upon entry to the property and must, when requested, display Government or other identifying credentials to Federal police officers or other authorized individuals when entering, leaving or while on the property. Failure to comply with any of the applicable provisions is a violation of these regulations.

## **Preservation of Property**

### **§102-74.380—What is the policy concerning the preservation of property?**

All persons entering in or on Federal property are prohibited from—

- (a) Improperly disposing of rubbish on property;
- (b) Willfully destroying or damaging property;
- (c) Stealing property;
- (d) Creating any hazard on property to persons or things; or
- (e) Throwing articles of any kind from or at a building or climbing upon statues, fountains or any part of the building.

## **Conformity With Signs and Directions**

### **§102-74.385—What is the policy concerning conformity with official signs and directions?**

Persons in and on property must at all times comply with official signs of a prohibitory, regulatory or directory nature and with the lawful direction of Federal police officers and other authorized individuals.

## **Disturbances**

### **§102-74.390—What is the policy concerning disturbances?**

All persons entering in or on Federal property are prohibited from loitering, exhibiting disorderly conduct or exhibiting other conduct on property that—

- (a) Creates loud or unusual noise or a nuisance;
- (b) Unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots;

- (c) Otherwise impedes or disrupts the performance of official duties by Government employees; or
- (d) Prevents the general public from obtaining the administrative services provided on the property in a timely manner.

## **Gambling**

### **§102-74.395—What is the policy concerning gambling?**

(a) Except for the vending or exchange of chances by licensed blind operators of vending facilities for any lottery set forth in a State law and authorized by section 2(a)(5) of the Randolph-Sheppard Act (20 U.S.C. 107 *et seq.*), all persons entering in or on Federal property are prohibited from—

- (1) Participating in games for money or other personal property;
- (2) Operating gambling devices;
- (3) Conducting a lottery or pool; or
- (4) Selling or purchasing numbers tickets.

(b) This provision is not intended to prohibit prize drawings for personal property at otherwise permitted functions on Federal property, provided that the game or drawing does not constitute gambling per se. Gambling per se means a game of chance where the participant risks something of value for the chance to gain or win a prize.

## **Narcotics and Other Drugs**

### **§102-74.400—What is the policy concerning the possession and use of narcotics and other drugs?**

Except in cases where the drug is being used as prescribed for a patient by a licensed physician, all persons entering in or on Federal property are prohibited from—

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

## **Alcoholic Beverages**

### **§102-74.405—What is the policy concerning the use of alcoholic beverages?**

Except where the head of the responsible agency or his or her designee has granted an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal

property are prohibited from being under the influence or using alcoholic beverages. The head of the responsible agency or his or her designee must provide a copy of all exemptions granted to the buildings manager and the highest ranking representative of the law enforcement organization, or other authorized officials, responsible for the security of the property.

## **Soliciting, Vending and Debt Collection**

### **§102-74.410—What is the policy concerning soliciting, vending and debt collection?**

All persons entering in or on Federal property are prohibited from soliciting alms (including money and non-monetary items) or commercial or political donations, vending merchandise of all kinds, displaying or distributing commercial advertising, or collecting private debts, except for—

(a) National or local drives for funds for welfare, health or other purposes as authorized by 5 CFR part 950, entitled “Solicitation Of Federal Civilian And Uniformed Service Personnel For Contributions To Private Voluntary Organizations,” and sponsored or approved by the occupant agencies;

(b) Concessions or personal notices posted by employees on authorized bulletin boards;

(c) Solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Pub. L. 95-454);

(d) Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under 40 U.S.C. 581(h). Public areas of GSA-controlled property may be used for other activities in accordance with [subpart D](#) of this part;

(e) Collection of non-monetary items that are sponsored or approved by the occupant agencies; and

(f) Commercial activities sponsored by recognized Federal employee associations and on-site child care centers.

## **Posting and Distributing Materials**

### **§102-74.415—What is the policy for posting and distributing materials?**

All persons entering in or on Federal property are prohibited from—

(a) Distributing free samples of tobacco products in or around Federal buildings, as mandated by Section 636 of Public Law 104-52;

(b) Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in [102-74.410](#), or when these displays are conducted as part of authorized Government activities; and

(c) Distributing materials, such as pamphlets, handbills or flyers, unless conducted as part of authorized Government activities. This prohibition does not apply to public areas of the property as defined in [102-71.20](#) of this chapter. However, any person or organization proposing to distribute materials in a public area under this section must first obtain a permit from the building manager as specified in [subpart D](#) of this part. Any such person or organization must distribute materials only in

accordance with the provisions of [subpart D](#) of this part. Failure to comply with those provisions is a violation of these regulations.

## **Photographs for News, Advertising or Commercial Purposes**

### **§102-74.420—What is the policy concerning photographs for news, advertising or commercial purposes?**

Except where security regulations, rules, orders, or directives apply or a Federal court order or rule prohibits it, persons entering in or on Federal property may take photographs of—

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

## **Dogs and Other Animals**

### **§102-74.425—What is the policy concerning dogs and other animals on Federal property?**

No person may bring dogs or other animals on Federal property for other than official purposes. However, a disabled person may bring a seeing-eye dog, a guide dog, or other animal assisting or being trained to assist that individual.

## **Breastfeeding**

### **§102-74.426—May a woman breastfeed her child in a Federal building or on Federal property?**

Yes. Public Law 108-199, Section 629, Division F, Title VI (January 23, 2004), provides that a woman may breastfeed her child at any location in a Federal building or on Federal property, if the woman and her child are otherwise authorized to be present at the location.

## **Vehicular and Pedestrian Traffic**

### **§102-74.430—What is the policy concerning vehicular and pedestrian traffic on Federal property?**

All vehicle drivers entering or while on Federal property—

- (a) Must drive in a careful and safe manner at all times;

(b) Must comply with the signals and directions of Federal police officers or other authorized individuals;

(c) Must comply with all posted traffic signs;

(d) Must comply with any additional posted traffic directives approved by the GSA Regional Administrator, which will have the same force and effect as these regulations;

(e) Are prohibited from blocking entrances, driveways, walks, loading platforms, or fire hydrants; and

(f) Are prohibited from parking on Federal property without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, are subject to removal at the owner's risk and expense. Federal agencies may take as proof that a motor vehicle was parked in violation of these regulations or directives as prima facie evidence that the registered owner was responsible for the violation.

## **Explosives**

### **§102-74.435—What is the policy concerning explosives on Federal property?**

No person entering or while on Federal property may carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed, except for official purposes.

## **Weapons**

### **§102-74.440—What is the policy concerning weapons on Federal property?**

Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by 18 U.S.C. 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

## **Nondiscrimination**

### **§102-74.445—What is the policy concerning discrimination on Federal property?**

Federal agencies must not discriminate by segregation or otherwise against any person or persons because of race, creed, religion, age, sex, color, disability, or national origin in furnishing or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on the property.

## **Penalties**

### **§102-74.450—What are the penalties for violating any rule or regulation in this subpart?**

A person found guilty of violating any rule or regulation in this subpart while on any property under the charge and control of GSA shall be fined under title 18 of the United States Code, imprisoned for not more than 30 days, or both.

## **Impact on Other Laws or Regulations**

### **§102-74.455—What impact do the rules and regulations in this subpart have on other laws or regulations?**

No rule or regulation in this subpart may be construed to nullify any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated (40 U.S.C. 121 (c)).

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary  
of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane Koplewski                      Division of  
Director                                      Wage Determinations

Wage Determination No.: CBA-2008-1957  
Revision No.: 6  
Date Of Last Revision: 7/26/2011

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State: Montana

Area: Statewide

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Employed on The Department of Homeland Security, Immigration and Customs Enforcement contract for Armed Guard Services. Wage Determination applies to Locals 227 and 239.

Collective Bargaining Agreement between contractor: Security Consultants Group, Inc, and union: International Union of United Government Security Officers of Am Local 227,239, effective 4/1/2011 through 3/31/2012 and amended on 2/28/2011.

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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SECURITY CONSULTANTS GROUP,  
INCORPORATED

AND THE

UNITED GOVERNMENT SECURITY OFFICERS  
OF AMERICA,

LOCAL #227 & LOCAL #239

**April 1, 2009 through March 31, 2012**

## WESTERN MONTANA ADDENDUM

It is agreed by the parties this section applies to the Western Montana employees under Local #227

### ARTICLE 13 HOURS OF WORK SECTION 2

- a. A paid lunch period, not to exceed thirty minutes (30), shall be provided on each shift. The Company shall designate the time of said lunch period as close as reasonably possible to the mid-point of the shift.
- b. Each employee will be given a paid fifteen (15) minute break for every four (4) hours of continuous work. Under normal circumstances, the employee must take this rest period away from their work assignment.
- c. In the event that it is operationally impossible (i.e. in outlying posts or night shift) to provide relief for the lunch break or the break time and as a result an employee is required to remain at the location (building), the employee shall be compensated at an additional straight- time base wage rate for the meal period. This does not apply to self-relieving Posts.

The Company will ensure that any employee affected by this section will be able to practically take their break(s) and meal period throughout their shift (i.e. use the break room during a patrol).

While on break(s) and meal period, employees are required to stay on-call and to respond to emergency situations as they arise.

### SECTION 5 (A)

An Employee called in or otherwise requested to continue working beyond their regularly scheduled assignment on additional guard service assignments will be guaranteed a minimum of two (2) hours of pay unless voluntarily agreed-to by the employee accepting an assignment for less than four hours or coordinates a switch in coverage with a fellow Security Officer. The Company will make its best efforts combine training, testing, qualifications, and renewals whenever possible.

### ARTICLE 27 UNIFORMS Section 3

Parking spaces will be provided for employees assigned to Missoula (three (3) total) and to Helena (two (2) total).

## **BILLINGS MONTANA ADDENDUM**

It is agreed by the parties this section applies to the Billings Montana employees under Local #239

### **ARTICLE 6 DISCIPLINE**

**Section 8.** If an officer uses their firearm in a justifiable use of force, in the line of duty, they shall receive paid administrative leave pending investigation, as determined by the Company, for normal hours scheduled and at their regular rate. Paid psychological counseling will be made available when a finding is justified and the employee is returned to work, for a period of time not to exceed 90 days.

### **ARTICLE 13 HOURS OF WORK**

**Section 10.** The officer from the midnight shift shall be guaranteed 15 minutes pay minimum if holding over. For the purposes of interpreting and applying this section: This happens when another officer shows up for work and does not radio in and as a result the midnight officer goes to check the other post and finds the officer on duty.

### **ARTICLE 16 HOLIDAYS**

If an additional holiday is enacted or declared through Executive Order the employees will be paid holiday pay in its normal course.

### **ARTICLE 17 PTO**

Each calendar year, forty (40) hours of accrued and available personal leave may be cashed (paid) out to the employee on their next regular paycheck when requested in writing, or on the Company designated form.

**SIGNATURES**

IN WITNESS THEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement. This Collective Bargaining Agreement will not be completed however, until it has been ratified by the members of UGSOA Local #239 and Local 227, and signed by the UGSOA Local #239 and #227 Presidents.

For United Government Security Officers  
of America:

For Security Consultants Group, Inc.:

(b)(6)

UGSOA International Local 239, Vice President

SCG, Inc. President

(b)(6)

UGSOA International Local 239

SCG, Inc. Labor Relations Manager

(b)(6)

UGSOA International Local 227

SCG, Inc. Contract Manager

(b)(6)

UGSOA Local 239

(b)(6)

UGSOA Local 227

**ARTICLE 1  
PARTIES AND TERMS OF AGREEMENT**

THIS AGREEMENT is made and entered into this 4<sup>th</sup> day of February, 2009, by and between Security Consultants Group, Inc. (SCG), hereinafter referred to as the Company, and International Union of United Government Security Officers of America, and UGSOA Local 239 and Local 227, hereinafter referred to as the Union(s).

This agreement shall be effective as of the date it is signed. On the date this agreement is signed, all non-economic issues will be in effect, and will stay in effect after the economic issues included in this Agreement become effective on April 1, 2009. The economic issues effective April 1, 2009, shall continue in full force and in effect until Midnight, March 31, 2012. Thereafter it shall be considered automatically renewed for successive periods of twelve months unless, at least one hundred and seventy (170) days prior to the end of any effective twelve-month (12) period, either party shall serve notice upon the other, as prescribed herein, that it desires cancellation, revision, or modification of any provision or provisions of this Agreement. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed change or changes. At least one hundred and forty (140) days prior to the expiration date of the Agreement, the parties shall finalize such changes. In the event the parties do not reach a written agreement by at least one hundred and forty (140) days prior to the expiration date of the Agreement, then this Agreement shall in all respects be deemed void and terminated. In the event that the Government, herein referred to as the Client, terminates the current or any succeeding Service Contract with the Company for security services in the State of Montana, under Government contract Billings Delivery and State of Montana, excluding Yellowstone County #HSCECA-07-A-70004 or successor contracts, this agreement shall be passed on to the successor to extent that the law would make the provisions of this agreement binding.

**ARTICLE 2  
PURPOSE**

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

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

**Section 3.** The Union and the Company agree to work sincerely and wholeheartedly to

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

### **ARTICLE 3 RECOGNITION**

**Section 1.** The Company recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment, or other conditions of employment for all security officers as defined in Section 9 (b) (3) of the National Labor Relations Act, as amended, employed by the Company under the Government security services contract #HSCECA-07-A-70004 Billings Delivery and State of Montana, except for Yellowstone County, or any successor contracts, in the State of Montana and in Yellowstone County, excluding all office clerical employees, professional employees, and supervisors as defined in the Act. A supervisor is an individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, demote, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them to adjust their grievances, or effectively to recommend such action to a higher authority within the Company.

**Section 2.** The Company reserves the right, in cases of emergency (Security Officer not reporting for duty, late for duty, becoming sick while on shift, bona-fide disasters, or any post created additionally to existing assignments, etc.), to hire temporary employees under the Government Service Contract Act contract #HSCECA-07-A-70004 Billings Delivery and State of Montana, excluding Yellowstone County, or any successor contracts, for security services in Yellowstone County, Montana, for a period of ninety (90) days without said employees becoming members of the Union.

### **ARTICLE 4 WORK OF EMPLOYEES**

**Section 1.** The work of employees shall be the work presently performed by employees within the bargaining unit and new or additional bargaining unit work assigned to the unit by the Company. Employees covered by this Agreement shall perform all duties and assignments outlined by the Company, including Company's Standard Operating Procedure, and other reasonably adopted policies and procedures of the Company's client. The Contract Manager and Site Supervisors may be called to perform the duties of a Security Officer only in emergency situations (Security Officer not reporting for duty, late for duty, becoming sick while on shift, etc.)

until a bargaining unit member may be called in. In emergency situations, if there is not a bargaining unit member that may be called in without that member incurring travel expenses or without placing undue financial hardship on the Company, the Contract Manager or Site Supervisor shall be allowed to perform the duties of a Security Officer, and attempting to find a bargaining unit employee to cover the assignment. In situations where a Security Officer does not show up for duty the site supervisor can temporarily fill the position until a bargaining unit member can be called in. If all reserve officers refuse, then the site supervisor will start with the most senior full time officer available working down seniority to fill the remainder of the shift.

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

**ARTICLE 5  
MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes that any and all rights concerned with the management of the business and the direction of work force are exclusively those of the Company. The Company retains all of its normal, inherent common law rights to manage the business, whether or not exercised, as such rights existed prior to the time any union became the bargaining representative of the employees covered by this Agreement, except as limited by, and consistent with the rights of the Union and its represented employees as set forth in this Agreement or as established by law, statutes, and government regulations. The rights of management shall include the right to: hire, assign, schedule, lay off, recall, promote, demote, transfer, suspend, discharge, or otherwise discipline employees for just cause; determine, establish, and implement terms and conditions of employment, determine establish or continue reasonable policies, practices, and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices or procedures in order to prevent any redundancy or duplication of work or for any other reason provided such rights and policies are not in conflict with any provision of this Agreement and do not abridge the rights and benefits of employees as conferred by this Agreement or otherwise; determine and select the uniform and equipment to be used in the Company's operations and, from time to time, to change or to discontinue the use of any uniform or equipment and to select new uniforms or equipment for its operations, including equipment for new operations; to determine the number of hours per day or week that operations shall be carried on; to establish day and night shifts, to set the hours of work and the number of employees for such shifts, and from time to time to change the shifts and the hours of employees thereof, to determine the fact of lack of work; to make and enforce safety rules and rules governing the conduct of employees within the work site and for the maintenance of discipline; and take any other measures which are reasonable and necessary for the orderly, efficient, and profitable operation of its business.

**Section 2.** The Company shall have the right at any time to establish and administer the practices or customs of break periods and telephone calls by employees and to limit or restrict such practices or customs as the Company may determine necessary, with good cause shown.

**Section 3.** The Company shall have the right to require of any employee at any time a Company-paid physical examination by a physician of its choosing to determine said employee's physical and mental ability to perform their job assignment efficiently and safely. The Company shall have the right to evaluate the ability of the employee to perform their job assignment efficiently and safely. The Company may promote, demote, layoff, transfer, or discharge said

employee as a result of such evaluation, and with just cause. This Section shall be interpreted in accordance with applicable federal and state law.

**Section 4.** The Company shall have the right to conduct job studies and to evaluate the work performance of the employees by this Agreement, and shall have the right to transfer, or discharge employees for inefficiency, unsuitability, or inability to perform the work assigned to them.

**Section 5.** The Company shall have the right at any time to reasonably establish, administer, or change a drug and alcohol abuse prevention program in accordance with the Government contract and all modifications thereto, federal and state regulations. The Company shall have the right at any time to test employees for drugs or alcohol and to discipline employees based on the results of such tests.

**Section 6.** The above Management Rights are all-inclusive except where abridged by this Agreement.

## **ARTICLE 6 DISCIPLINE AND DISCHARGE**

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

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

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

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

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

**Section 6.** While on Company or Client premises for the purpose of investigating a grievance for which the Company has given its permission, an employee-representative of the Union shall have no right to claim any immunity from the requirements of good discipline. The SCG Rules for Personal Conduct, as well as site specific orders, and SCG Protective Forces Policies and Procedures will also apply. During representation meetings, both parties agree to conduct themselves in a mutually respectable, professional manner.

**Section 7.** Prior to search of Officer Property on work premises, or vehicle parked on work premises, probable cause must be demonstrated. A Union representative and the Officer involved must be present during the time of search.

**ARTICLE 7  
NO STRIKES / NO LOCKOUT**

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

- a. The honoring of a picket line, or any other concerted activity of any other organized unit at the Company or of any other group or individual; and
- b. The participation in or support or encouragement of any consumer boycott, advertising boycott, or information picketing of any other organized unit at the Company that causes interference with the Company's operation, the Government's operation or the SCG Client's operation.

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

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

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

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

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

**ARTICLE 8  
REDUCTION OR INCREASE IN FORCES**

**Section 1.** Bargaining unit seniority shall be calculated from the last date of hire into the bargaining unit including predecessor Contractor's date of hire.

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

**Section 3.** Whenever there is to be a reduction in force in the bargaining unit, probationary employees will be laid off first. The following procedure will be used to lay off remaining employees:

a. Employee(s) with the least bargaining unit seniority working less than thirty-two (32) hours per week at the time of the layoff, and those who have not maintained all qualifications for employment (i.e. CPR/First Aid, physicals, written Government exams, psychological exams, clearances, and firearms/weapons qualifications, etc.) will be the first to be laid off. Employees who have required specialized training or clearances will not fall into this category.

b. Any excess hours created by the above action will be offered to the remaining employee(s) in seniority order. The Company may require all employees retained from the layoff to assume a forty (40) hour assignment. If an employee retained from layoff declines to work an increased schedule, the employee may be subject to layoff. Employees assuming an increased schedule of hours shall not be allowed to decrease hours without permission of the Company.

c. The Company will lay off employees in seniority order after all of the above procedures have been followed.

**Section 4.** Employees will be given a minimum of two (2) weeks notice of lack of work, provided the Company receives the notification from the Government to that effect prior to the two week requirement. Employee(s) notified of lack of work will be given the opportunity to fill any available opening within the bargaining unit which the employee is qualified to perform, provided no additional training or moving expense is required.

**Section 5.** Employees recalled from lay-off shall be so recalled in like manner: reverse order of seniority, the last laid off, who has maintained, and been afforded an opportunity to meet, all qualifications for employment (e.g. CPR/First Aid, physicals, written Government exams, psychological exams, clearances, and firearms/weapons qualifications etc.), is first to be recalled. All employees who are laid off will be notified in writing at a minimum on a semi-annual basis about times and places for testing(s) and qualification(s). The affected employee will be entitled to an appeal process available through the Company and Government Contract in accordance with the Federal Acquisition Regulations (Title 48 CFR) and the Administrative Procedures Act. Should the Company be unable to place the employee at the new comparable position, the Union agrees to release the Company from all liability and to hold the Company harmless (not responsible) for just cause termination and/or further action, provided the Union has been given the opportunity to meet and confer with the Company as to the effects of the changes in rules, policies, and procedures that are to be imposed in a good faith attempt to modify terms and conditions of employment in an attempt to explore all possible alternatives for a resolution in implementing the new rules.

**ARTICLE 9  
PROBATIONARY / TEMPORARY EMPLOYEES**

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

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

**Section 3.** Temporary employees will be defined as an employee who hires in to the Company with expectancy of termination of employment on a certain date not to exceed 120 days within a twelve (12) month period. No Temporary status employee shall accrue Bargaining Unit Seniority under the provisions of this agreement.

**ARTICLE 10  
GRIEVANCE PROCEDURE**

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

**Section 2.** A grievance is defined as a claim or dispute with the Company by an employee, or employees, involving an alleged violation by the Company of the terms of this Agreement. Grievances resulting in a suspension or discharge may commence at Step 1 of the grievance procedure.

**Section 3. Informal Step:** In an attempt to settle the grievance, the employee(s) will attempt to resolve the alleged problem by discussion with the applicable Site Supervisor within forty-eight (48) hours (excluding Saturday, Sunday, and holidays), of the time of the events giving rise to the grievance occurred. This may be either with, or without, their designated representative, as the employee shall elect. Pending settlement of the dispute and/or grievance, the Site Supervisor's order shall be followed.

**Section 4. Step 1:** Upon receiving the decision of the Site Supervisor, within ten (10) days (excluding Saturday, Sunday, and Holidays), the employee(s), if dissatisfied with the Site Supervisor's disposition of the request or complaint, may formally present the alleged grievance in writing to the Contract Manager, with or without their designated representative being present, as the employee(s) may elect. The grievance presented in this Step shall be set forth in writing on appropriate forms furnished by the Company, (attached four (4) forms). The written grievance must recite the Article of this Agreement, which the individual and/or the union alleges the Company has violated. The Contract Manager shall be required to answer the complaint within ten (10) days (excluding Saturday, Sunday, and Holidays), in writing.

a. The grievance form must be signed by the Union Local President, Vice President, Chief Steward, Shift Steward and/or alternate Steward as applicable, and dated and signed by the employee. Two (2) copies will be given to the Contract Manager for disposition. The

Contract Manager will sign and date the form and return one (1) copy to the employee(s) or Union representative.

b. Grievances to be discussed at Step 1 meetings may be investigated by the appropriate Union Steward who shall be afforded such time off without pay as may be reasonably necessary for purposes of such investigation. The time off shall occur between the date of the Informal Step of the grievance and its discussion at the Step 1 meeting, and;

c. If the Contract Manager's decision is not appealed to Step 2 within ten (10) days (excluding Saturday, Sunday, and Holidays) the grievance shall be considered settled on the basis of the decision made and shall not be eligible for further appeal.

**Section 5.** Step 2: Any response to a grievance having been processed through Step 1 without satisfactory settlement, including appeals to Step 2, shall be reduced to writing by the Union Local President or Vice President, Chief Steward or Shift Steward (and/or alternate Steward as applicable), signed and dated by the aggrieved employee and the Union representative (President or Vice President, Chief Steward or Shift Steward and/or alternate Steward) and submitted to the Program/Division Manager (based out of the SCG Corporate office) within ten (10) days (excluding Saturday, Sunday, and Holidays). Within ten (10) days (excluding Saturday, Sunday, and Holidays) from receipt of the written grievance, the Program/Division Manager or will submit an answer in writing to the Union.

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

**Section 6.** Step 3: In the event that a grievance has been processed through Step 2 without

satisfactory settlement, either party may request in writing within ten (10) days (excluding Saturday, Sunday, and Holidays) a meeting between the International Union's designated representative(s) and the Company's designated representative(s) to attempt to resolve the matter prior to appeal to arbitration. This meeting will occur no later than ten (10) days (excluding Saturday, Sunday, and Holidays) after receipt of request for the meeting by either party unless other arrangements are mutually agreed upon by both the Company and the Union. The location of the meeting will also be determined by both parties and/or may be conducted via conference call.

The results of this meeting will be reduced to writing signed and dated by both the Union representative and the Company representative and each will receive a copy.

In the event that a grievance has been processed through Step 3 without satisfactory settlement, the dissatisfied party may, by written notice served on the other party within ten (10) days (excluding Saturday, Sunday, and Holidays) from the date of the Step 3 meeting, appeal the grievance to arbitration.

**Section 7.** Only the Union or the Company may require arbitration of the other party to this Agreement.

**Section 8.** Any grievance submitted that does not conform to this agreement will be considered null and void.

**Section 9.** The Union shall have the right to file a group grievance or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.

## **ARTICLE 11 ARBITRATION**

**Section 1.** If arbitration is requested in accordance with the above requirements in Article 10, the parties shall attempt to reach agreement upon the name of the arbitrator. If the parties are unable to agree upon an arbitrator within five (5) week days, excluding Federal holidays, from the date of the request of agreement to arbitrate, either party may request the American Arbitration Association to submit a list of seven (7) arbitrators' names from which to select an arbitrator. When the list is received, either party may reject the list within five (5) week days of receipt of the list and request the American Arbitration Association supply a second list of seven (7) new names. When the parties have received a list of arbitrators, and neither side has rejected the list within the time allowed, the representative of the party requesting arbitration shall strike one name from the list. This process shall then be repeated with the parties alternating strikes in sequence until only one name remains. The person whose name remains on the list shall be the arbitrator.

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

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

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

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

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

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

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

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

- a. Any matter involving the administration, interpretation, or application of any insurance plans, which will be Governed by applicable Law;
- b. Any claim which, if true, would constitute a violation of any Federal or State legislation concerning discrimination and/or the National Labor Relations Act, or which, in any case, would be within the jurisdiction of the National Labor Relations Board; and;
- c. A decision of the Company to discipline, discharge, or otherwise not retain or hire an employee on the Government Contract based on the U.S. Government's or any of its Officials' determinations that an employee is unacceptable to the Government to perform service on the service contract irrespective of the reason or reasons the U.S. Government, or any of its Officials find the employee unacceptable to perform services. Evidence of the Government's determination shall be given to the employee upon termination from the Company.
- d. If the Government directs that a specific employee be removed from the contract or otherwise disciplined for just cause, any such action directed may be undertaken by the Company. In the event that the contracting agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with all relevant information concerning the incident. The employee will be entitled to an appeal process available through the Company and Government Contract in accordance with the Federal Acquisition Regulations (Title 48 CFR) and the Administrative Procedures Act.
- e. The Union will be notified of any employment action taken pursuant to this Article and upon request be furnished evidence in support of the action in a prompt and timely manner.

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

## **ARTICLE 12 CONTRACT MANAGER AND SITE SUPERVISOR**

**Section 1.** The operation of and the authority over the security force shall be vested exclusively in the Company through its representatives, the Contract Manager and Site Supervisor. The Contract Manager and Site Supervisors may be called to perform the duties of a Security Officer only in emergency situations (Security Officer not reporting for duty, late

for duty, becoming sick while on shift, bona-fide disasters, or any post created additionally to existing assignments, etc.) In emergency situations, if there is not a bargaining unit member that may be called in without that member incurring travel expenses, or without placing undue financial hardship on the Company, the Contract Manager or Site Supervisor shall be allowed to perform the duties of a Security Officer, and attempting to find a bargaining unit employee to cover the assignment. In situations where a Security Officer does not show up for duty the site supervisor can temporarily fill the position until a bargaining unit member can be called in. If all reserve officers refuse, then the site supervisor will start with the most senior full time officer available working down seniority to fill the remainder of the shift.

**Section 2.** Unless otherwise abridged in this agreement, bargaining unit employees shall perform any and all bargaining unit work pertaining to their respective work assignments.

**Section 3.** The Company shall designate the days and nights or combination of days and nights of shifts which employees shall work during the week.

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

**Section 5.** If an employee works a holiday or is called in when not scheduled, then their schedule later in the defined workweek will not be adjusted without the employee's approval.

**Section 6.** The Site Supervisor shall post a four (4) week work schedule. If changes are to be made (i.e. vacation scheduling, emergencies, vacancies, or unforeseen assignments), the Site Supervisor will make every effort to change as few employees' schedules as possible. The Site Supervisor will notify all affected employees of said changes.

### **ARTICLE 13 HOURS OF WORK**

**Section 1.** Forty (40) hours within the seven (7) day workweek defined below shall constitute a week's work. The workweek shall be from Monday 0001 to 2400 hours Sunday, exclusive. The provisions of this Article are intended merely to provide a basis for determining the number of hours work for which an employee shall be paid at overtime rates. Nothing herein shall be constructed as a guarantee by the Company of any specified number of hours of work per day, or per week, or as a limitation on the hours of work per day, or per week.

**Section 2.** Reserved for Addendum

**Section 3.** Any changes of shift hours will be discussed with the Union prior to implementation; however, the Company will have final authority in establishing shifts.

**Section 4.** An Employee's applicable shift begins when the Employee is properly posted and the other employee is properly relieved in accordance with the post hour of operation. Local time (or as applicable by post location) shall be recognized as the official time of record.

**Section 5.** An Employee called in to work will be guaranteed a minimum of four (4) hours of work or pay. Any employee causing the Company to call in relief under this provision for failure to report to duty or for failure to report to their post on time shall lose their hours for that day's shift to the called in employee, irrespective if the originally scheduled employee subsequently reports to duty. This does not pertain to call-backs for correction of administrative errors or admissions.

**Section 6.** When a schedule change occurs and an employee is not notified and as a result, two employees report to work for the same assignment (post), both employees will be guaranteed a full shift's pay or work. The decision to have the additional employee work to go home will be at the Site Supervisor's discretion.

**Section 7.** Unless operational situations require additional hours, or an employee agrees to work a schedule of greater than six (6) days per work week, employees shall be given at least one full day of rest each work week.

#### **ARTICLE 14 OVERTIME and EXTRA WORK**

**Section 1.** Overtime payment shall be as follows:

- a. At the rate of time and one half for hours worked in excess of forty (40) hours in any given workweek.
- b. The overtime wage shall not include any fringe benefit payment.
- c. Leave time is always disregarded in computing overtime.
- d. Holiday hours are disregarded in computing overtime.
- e. The Company shall make every effort to distribute overtime as evenly as possible during the term of this agreement.

**Section 2.** In situations where a Security Officer does not show up for duty or availability is dictated by short notice, the site supervisor can temporarily fill the position until a bargaining unit member can be called in. If all reserve officers refuse, then the site supervisor will start with the most senior full time officer available working down seniority to fill the remainder of the shift.

**Section 3.** Volunteer Officers wishing to be sent to work on shifts or posts outside the normal jurisdiction or on temporary assignments shall sign a list to volunteer for such assignment, and shall be selected in order of seniority. Those wishing to be added to the list shall contact the Area Supervisor. If an employee refuses opportunity three (3) times, he/she will be removed from the list and not afforded such opportunity for a minimum of six (6) months.

**ARTICLE 15  
SCALE OF WAGES**

**Section 1.** Beginning APRIL 1, 2009, the Company agrees to pay not less than the following minimum wage rate:

Area	Wage (Security Officer II)	H & W
Yellowstone County	\$14.64	\$3.39
Western Montana	\$14.64	\$3.39

**Section 2.** The Economics negotiations will be re-opened yearly on or about February, to be effective April 1, 2009 and each February and April effective dates thereafter. A conference call will be acceptable to accomplish these wage and H&W openers.

**Section 3.** New hire and incumbent personnel, while attending annual or refresher training specific to the work site, will be paid at the wage rate established in Section 1 of this article. If attendance at training classes results in the employee working in overtime, the above pay rates will be paid at time-and-a-half.

**Section 4.** A Lead Security Officer II will make \$0.25 per hour in addition to their regular wage rate for any work performed as a Security Officer II.

**ARTICLE 16  
HOLIDAYS**

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

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

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

**Section 3.** Holiday pay will be administrated according to CFR 29, sections 4.174 and 4.176 (attached) and the SCG Protective Forces Policies and Procedures manual. Employees regularly working 36 hours or more per defined workweek will receive the full eight (8) hours holiday pay.

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

- a. Employees receive holiday pay based upon the number of hours worked in the previous defined workweek. Holiday hours paid to an employee is calculated as the number of

regular hours worked (regular productive, training hours, holiday, and authorized PTO taken) divided by thirty-six (36) hours. The result is multiplied by eight (8) hours.

b. The maximum amount of holiday pay earned by any employee as a result of this calculation shall not exceed eight (8) hours. Holiday pay will be recorded and paid in whole number increments and the nearest decimal.

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

**ARTICLE 17  
PERSONAL TIME OFF**

**Section 1.** The following Personal Time Off (PTO) schedule will be observed:

Years of Service	Maximum Hours Earned
One	112 Hours
Five	152 Hours
Ten	192 Hours

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

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

Employees whose pay records indicate that they regularly worked 36 hours (including regular productive, training, holiday, and authorized PTO taken) or more per defined workweek from the prior year's Government Seniority anniversary date to the current year's Government Seniority anniversary date will receive the full maximum hours of PTO earned for their years of service.

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

a. Employees earn PTO based upon the number of regular hours worked (regular productive, training, holiday, and authorized PTO taken) from the previous year's Government Seniority date to the current year's Government Seniority date divided by 1,872 hours. The result is multiplied by the maximum number of PTO hours attainable for their years of service. The maximum amount of PTO earned by any employee as a result of this calculation shall not exceed the maximum hours attainable for their years of service. PTO pay will be earned in whole hour increments only, fractions of hours will not be considered.

b. The maximum amount of PTO earned by any employee as a result of this calculation shall not exceed the maximum hours attainable for their years of service. PTO will be recorded and paid in whole hour increments only, fractions of hours will not be considered.

**Section 3.** When two (2) or more employees request PTO during the same time period, and the Company cannot release them due to work requirements, Bargaining Unit Seniority shall be the deciding factor, except in emergency situations.

**Section 4.** The employee may utilize PTO time to which they are entitled, with approval from the Contract Manager or Site Supervisor in accordance with SCG Protective Forces Policies and Procedures.

**Section 5.** The Company reserves the exclusive right to schedule and change in operational emergency situations the PTO time of each employee and to generally administer the PTO plan to assure efficient and orderly operation of the Company.

**Section 6.** The Company will not deny the use of PTO pay when an employee is absent due to illness.

**Section 7.** All PTO will be available to the employee at the employee's Government Seniority date.

**Section 8.** For the Purposes of all economic and non-economic Articles of this agreement, the Union and the Company agree to recognize that there may be a difference between an Employee's anniversary date on the Government Contract (Government Seniority), and the Employee's Bargaining Unit Seniority date (definitions provided in Article 30).

#### **ARTICLE 18 JURY/WITNESS DUTY**

**Section 1.** An employee shall notify the Company that they have been summoned for jury within twenty-four (24) hours after the receipt of a jury duty summons and shall notify the Company that they have been excused or released from jury duty within twenty-four (24) hours after being excused or released. An employee will be released from their work assignment service for each day that they are required to serve jury duty.

**Section 2.** Contract related Witness Duty:

Any security officer who witnesses an occurrence, which is in connection or related to the contract between the Company and the Government contract, and as a result of the witness of said occurrence and pursuant to proper subpoena, has to testify in court as part of his duty as a security officer employed by the Company, will be paid the difference between the fee received for such services and the amount of straight-time earnings lost by the employee by reason of such service as Contractor/ Government witness duty pay, provided that the employee submits evidence of the total amount received as a witness and the total amount of court time spent as a witness, up to a limit of forty (40) hours total per week.

Employees shall report for duty as assigned and will be relieved when the attorney calls them for witness duty. Upon release from witness duty, employees shall report back to work to finish their shift.

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

#### **ARTICLE 19 BEREAVEMENT LEAVE/OTHER LEAVE**

**Section 1.** An employee who is absent from work because of the death and funeral of their wife, husband, mother, father, son, daughter, sister, brother, grandfather, grandmother, grandson, or granddaughter will be granted up to three (3) consecutive eight (8) hour work days

bereavement leave at straight-time pay, four (4) consecutive eight (8) hour work days if the funeral is attended out of state. Also included are current step- and in-law relationships based on the above listing.

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

**Section 3.** No more than three (3) or four (4), as applicable, consecutive work days will be allowed should more than one (1) death occur in the immediate family within any three (3) or four (4) day period. Additional days off may be taken as leave without pay, subject to the approval of the Site Supervisor and Contract Manager.

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

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

**Section 6.** Military leave will be administered in accordance with the SCG Protective Forces Policies and Procedures manual and applicable federal and state laws.

**Section 7.** Bargaining Unit seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

#### **ARTICLE 20 NOTICE**

**Section 1.** Whenever notice is to be given under the terms of this Agreement to either party hereto, it shall in all cases, except where some other method is otherwise agreed to, be sent by "Certified Mail, Return Receipt Requested," Email with Return Receipt, Facsimile with confirmation report and/or U.S. Mail First Class to Security Consultants Group, Inc. and/or UGSOA International.

#### **ARTICLE 21 CONFLICTS WITH THE LAW**

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

**Section 2.** The Company and the Union will negotiate with respect to any provision of this Agreement deemed no longer operative by Law.

**ARTICLE 22  
SAFETY and HEALTH**

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

**Section 2.** The SCG Health and Safety manual (attached) and all modifications thereto is incorporated herein.

**Section 3.** The Company shall provide adequate First Aid supplies at all post locations for Officers to use in performing their duties, including latex protective gloves, and one-way resuscitation barriers. The Company shall replace equipment as needed through use or disrepair. First Aid supplies will be in the control of the officer on duty at each post. Supplies will be in a kit with a sealable inventory sticker on the outside. Any time the supplies are used, a log of each use event will be registered by the duty Officer at that location.

**ARTICLE 23  
UNPAID and UNION LEAVES OF ABSENCE**

**Section 1.** The Company will permit an authorized representative of the Union an unpaid leave of absence to attend meetings and/or conventions of the Union, provided a written request is received by the Contracts Manager two (2) weeks prior to the beginning of such leave and providing that this leave doesn't negatively impact Company operations. In no event will more than two (2) Union representatives be permitted leave under this provision. The maximum period of such leave shall be fourteen (14) days total in a calendar year.

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

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

**ARTICLE 24  
UNION REPRESENTATIVES**

**Section 1.** The Union shall designate from the employees such representatives as it deems appropriate and the Company shall recognize them as such. Alternate Steward(s) shall only function in their assigned Shift Steward's absence, as applicable. The Union shall notify the Company within seventy-two (72) hours of the names of those so elected or appointed. When it is necessary for any Union Representative to leave work for the purpose of handling a grievance, he/she shall first notify the Contract Manager or Site Supervisor, and shall again advise the Contract Manager or Site Supervisor after the business has been concluded. Time spent by Union representatives and employees conducting Union business for the purpose of adjudicating grievances or negotiating Company/Union Agreements shall be counted as leave without pay.

**Section 2.** The Company will not be forced to call in an off duty employee or hold over an employee to stand in for the President, Vice President, Chief Steward, Shift Steward or the alternate Steward, as applicable.

**Section 3. Steward System**

- a. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to all the business of the Grievance Procedure as outlined in this Agreement.
- b. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor, at the request of the Employee, will release the steward as soon as possible. The Company will not be responsible for paying the steward for time spent in this regard.

**Section 4.** The Company recognizes the right of the Union to designate local union officials outside of the defined unit.

**ARTICLE 25  
DUES CHECKOFF & UNION SECURITY**

**Section 1.** The Company agrees to deduct dues as designated by the Union on a semi-monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the supervisor or the Union. The Employee, upon thirty (30) days' written notice served upon the Company and the Union, may revoke such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to what the Union membership dues are. At the time that dues are remitted by the Company to the Union, the Company will submit a list of the names with hire date of the employees hired under this Agreement during the same month for which the Company is remitting dues to the Union.

**Section 2.** The Company will remit all such deductions to the Local Treasurer within five (5) business days from the date that the deduction was made, via regular check, on a monthly basis. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and are corrected when brought to the Company's attention. The Company will not be responsible to collect or deduct dues in arrears.

**Section 3. Union Security.** An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.

**Section 4:** An employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement either:

- a. Become a member of the Union and remain a member.
- b. As an employee, it is required that all members of the bargaining unit shall be required to pay to the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the thirtieth (30<sup>th</sup>) day after

the date of hire.

c. Religious Objectors. An employee who is a member of and adheres to established and traditional tenets or teachings of a bon-a-fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union; except that, in lieu of tendering dues or a service fee, such an employee shall pay the equal amount of monies (pursuant to Section 2.b), as would a regular Union Dues paying member to a bon-a-fide tax exempt organization (under Section 501(c)(3) of the IRS Code), as selected by the employee.

d. Beck Objectors. An employee who objects to the expenditure by the Union of monies for purposes unrelated to collective bargaining activities shall notify the Union in writing of such objection. If an employee provides such notice, the amount such employee shall thereafter be required to pay an amount of monies (pursuant to Section 2.b), as shall be determined by multiplying the amount the employee would otherwise be required to pay pursuant to Section 2.b by a fraction, the numerator of which shall be the Union's total expenditures during its prior fiscal year for activities related to collective bargaining, and the denominator of which shall be the Union's total expenditures during its prior fiscal year for all purpose.

**Section 5.** The Union, including its International, agrees to save and hold the Company harmless from any and all claims, actions, suits, damages, or costs, including attorney fees incurred by the Employer, on account of any matter relating of the terms of this Article, including, but not limited to any claims by any employee(s) and compliance with the law, and the Union will assume the responsibility of the same. Provided, however, that in the event the Employer is named in any legal proceeding, the Union shall be afforded the opportunity to defend the matter with attorneys of its own selection.

## **ARTICLE 26 POSTING**

**Section 1.** The Company shall make a bulletin board available for use by the Union for the posting of notices at each work location (building).

**Section 2.** It is understood that where space cannot be made available, then a Company/Union Bulletin Book may be provided for the same purpose. A designated Union official may only remove notices posted by the Union. The Company designated representative may only remove Company notices. The Company reserves the right to remove any item deemed derogatory to the Company, Company Client, or Company subsidiaries.

**Section 3.** Union postings shall be approved by the Site Supervisor prior to posting. In the event that the Site Supervisor denies a Union posting, the Union shall be allowed one appeal to the SCG Corporate Human Resources Manager. The decision of the SCG Corporate Human Resource Manager shall be final.

**Section 4.** This article is not subject to grievance or arbitration.

## **ARTICLE 27 UNIFORMS**

**Section 1.** The Company shall issue all items of uniform and equipment which are prescribed by the Federal Government and in accordance with contractual agreement between the Federal Government and Security Consultants Group, Inc., making available such list to the

Union or its Representative(s) upon request with written approval of the Program Manager. Uniforms and equipment are the property of SCG, The Company will replace uniform items as required for the location as issued. The Company will not replace items that have been purposely damaged or abused. Employees are required to turn in all uniforms and equipment upon termination from the Company.

**Section 2.**

The Company will provide employees with windbreakers other than shell of winter duty jacket.

**ARTICLE 28  
HEALTH AND WELFARE BENEFITS**

**Section 1.** The Company will pay to each employee in accordance with 29 CFR 4.17 based on a per hour worked basis, including regular productive, authorized PTO taken, holiday and training, health and welfare pay for the purpose of purchasing medical related insurance, or retirement investment plan, up to a maximum of 40 hours per defined workweek and 2,080 hours per year.

**Section 2.** Health and welfare requirements will be administrated according to 29 CFR section 4.175.

**ARTICLE 29  
FILLING A VACANCY**

**Section 1.** Unless specifically described herein, when a vacancy occurs in any classification, it will be distributed to all sites within the Local Bargaining Unit and posted for a period of Five (5) days setting out the position and qualifications. During the Five (5) day posting requirement, the Company may temporarily assign any qualified employee to cover the vacant post. All eligible employees will be allowed to bid on said job. Satellite sites may receive their notification of vacancy by fax. Bidding/Filling of vacancies will be specific to the Local Union covered in this Agreement Vacancies will be offered first by Local, and then Company wide.

Eligible employees are SCG employees who have satisfactorily completed the required probationary period and who have passed all initial and periodical Government Contract and Company qualifications.

**Section 2.** Eligible employees must complete an application for the posted position and file it by 10:00 AM local time on the Monday following the posting period.

**Section 3.** When a vacancy occurs, the vacancy will be offered to the most qualified senior employee who meets the requirements for the job vacancy before assigning a new employee to the post. If an employee is deemed unsuitable for a particular assignment, the Company will provide all documentation for determining this unsuitability, to the Union.

**Section 4.** In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with this Article, or assign an employee to a position that is part of a temporary security assignment directed by the Government, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To the extent feasible, the

assignment shall be a voluntary selection based on seniority. In the absence of volunteers, assignments shall be made on a reverse seniority basis. Employees so assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this Agreement.

Due to the changing work environment, all Employees are subject to temporary assignment anywhere within the bargaining unit on an as-needed basis. Failure to comply with the assignment may lead to disciplinary action.

**Section 5.** There must be an open position for a reserve officer to bid into full time. Full time Officers will bid first then any shifts left over may be bid by reserve officers in bargaining unit seniority order.

**Section 6.** Any "temporary vacancy", will be indicated and defined on the bid sheet to include only instances where an employee temporarily vacates a post that he/she will be able to return to from an extended Medical Leave or Military activation.

The Company may elect to fill a temporary vacancy with a Reserve Officer for the first 90 days.

**Section 7.** Permanent unsuitability for any particular assignment/post will be handled on a case by case basis subject to all provisions in this agreement.

**Section 8.** Any two (2) employees may agree to switch their permanent assignments/shifts if done in writing and approved by their Contract Manager.

**Section 9.** The client shall have the first right of refusal on any assignment(s) bid by employee(s).

**Section 10.** When a vacancy is filled it shall be implemented as soon as possible, but no longer than 5 working days.

### **ARTICLE 30 SENIORITY**

**Section 1.** Government Seniority shall be defined by 29 CFR-4.173 as:

- a. The total length of time spent by an employee in any capacity in the continuous service of the present (successor) contractor, including both the time spent in performing on regular commercial work and the time spent in performing on the Government contract itself, and
- b. Where applicable, the total length of time spent in any capacity as an employee in the continuous service of any predecessor contractor(s) who carried out similar contract functions at the same Federal facility. Government Seniority shall be used in determining the applicable fringe benefits (PTO) earned by employees under provisions of the Service Contract Act and this agreement.

An employee transferred between sites on the Federal Government Contract #HSCECA-07-A-70004 Billings Delivery Order and State of Montana, excluding Yellowstone County, and successor contracts, will maintain their Government Seniority. Government Seniority lists shall be furnished by the Company to the proper Union officials, or the President's designated representative. The Union must make the request for these lists to the Company in writing. An Employee's standing on the Government Seniority List will be final unless protested in writing

to the Site Supervisor or Contract Manager in districts without a Site Supervisor no later than thirty (30) calendar days after the list has been posted. The Company may require the employee to initial and date, for verification, next to their Government Seniority date.

The Government Seniority of an Employee shall be terminated for the reasons outlined in 29 CFR 4.173; Where an employee quits, is fired for cause, or is otherwise terminated (except for temporary layoffs), there would be a break in service even if the employee were rehired at a later date.

**Section 2.** Bargaining Unit Seniority shall be defined as: An employee's date of hire into the Government Contract unless modified due to transfer out of the unit, or termination of Seniority as defined in Section 3.

- a. Bargaining Unit Seniority shall be used for the purposes of shift bidding, vacation schedules, vacancies, and extra work. FEMA type work will be in accordance with Article 14.
- b. Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose their Bargaining Unit Seniority as it applies to the order of layoff and recall, shift bidding, filling of vacancies, vacation schedules, and extra work (overtime/additional assignments).
- c. It is not the intent of the Employer to transfer any employee out of the bargaining unit without the employee's consent.
- e. Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than sixty (60) days shall lose their Bargaining Unit Seniority. If they return to the bargaining unit at a later date, their Bargaining Union Seniority will start on that return date.
- f. The Union shall maintain all records of Bargaining Unit Seniority lists and present them to the Company when requested by the Company in writing.

**Section 3.** The Bargaining Unit Seniority of an Employee shall be terminated for any of the following reasons:

- a. the Employee quits or retires;
- b. the Employee is discharged;
- c. a settlement with an Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- d. Employee is permanently transferred out of the bargaining unit.

**Section 4.** It is understood by all parties that the Bargaining Unit Seniority and Government Seniority of employees will usually be the same date in most circumstances. Officers who join the Local 239 and Local 227 from other government contracts, outside the jurisdiction of Local #239 or Local#227, will start on the bottom of the bargaining unit seniority. When a full-time officer voluntarily goes to reserve status they will lose their current bargaining unit seniority and go the bottom of the bargaining unit seniority list.

### **ARTICLE 31 PERSONAL DATA**

Employees shall notify the Employer, in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records. The current employee's data list will be submitted to the Union quarterly, or if by mutual consent, upon request by the Union.

**ARTICLE 32  
PHYSICAL EXAMS / TRAINING**

**Section 1.** Physical/medical exams may be required by operation of the government contract or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Employer shall pay Employee two (2) hours for time spent taking an employer-requested medical examination.

**Section 2.** **Firearms range time** with an instructor will be provided to all employees twice a year (other than at qualifications), with advance notice to employees, for the purposes of improving the safety and proficiency of the Officers' use of their side-arms. The Company will provide the range time to the employees without cost, and 100 rounds of ammunition to each employee who attends.

Attendance is voluntary but strongly encouraged by the Union and the Company.

**ARTICLE 33  
UNFORSEEN CIRCUMSTANCES**

If a work facility is closed due to weather, utility outage, acts of God, or acts of war; and such closure should occur during an Employee's normally scheduled day causing the Employee to be sent home as a result, the affected Employee(s) may use their PTO to supplement the time lost, not to exceed forty (40) hours per pay period.

Letter of Understanding

The Union, UGSCA International and its affiliated Locals #239 Billings, MT and #227 Western MT and the Company, Security Consultants Group, Inc. agree to the Current Labor Agreement that has an effective date of April 1, 2009 and an expiration of midnight March 31, 2012 with the following exceptions:

Beginning April 1, 2011, the Company agrees to pay not less than the following minimum wage rate:

<u>Job Position</u>	<u>Old Rate</u>	<u>New Rate</u>
Security Officer II (Billings/Yellowstone Co)	\$15.04	\$15.47
Security Officer II (Western MT)	\$15.04	\$15.47

Health and Welfare Rate for all goes from \$3.47 to \$3.74 per regular hour worked (including regular productive, authorized PTO taken, holiday and training) up to a maximum of 40 hours per defined workweek and 2,080 hours per year.

Lead Officers will be paid \$0.25 @ hour above the normal security officer's base rate of pay rate while performing Lead duties.

All other benefits will remain as outlined in the current Labor Agreement described above.

IN WITNESS THEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgement of their intention to be bound by this Agreement.

For the United Government Security Officers of

For Security Consultants Group, Inc.

(b)(6)	2/28/11 Date
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(b)(6)	2-28-11 Date
--------	-----------------

Local 239

SCG, Inc. District Manager

(b)(6)	2/28/11 Date
--------	-----------------

President Local 227

SCG, Inc. LR Manager

HSHQW8-11-R-00001

WD 05-2407 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski            Division of  
Director                            Wage Determinations

Wage Determination No.: 2005-2407  
Revision No.: 11  
Date Of Revision: 06/13/2011

State: North Dakota  
Area: North Dakota Statewide

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.65
01012 - Accounting Clerk II		14.20
01013 - Accounting Clerk III		15.88
01020 - Administrative Assistant		18.37
01040 - Court Reporter		18.26
01051 - Data Entry Operator I		11.34
01052 - Data Entry Operator II		12.37
01060 - Dispatcher, Motor Vehicle		16.93
01070 - Document Preparation Clerk		13.29
01090 - Duplicating Machine Operator		13.29
01111 - General Clerk I		10.60
01112 - General Clerk II		11.57
01113 - General Clerk III		12.98
01120 - Housing Referral Assistant		17.54
01141 - Messenger Courier		9.92
01191 - Order Clerk I		12.53
01192 - Order Clerk II		13.67
01261 - Personnel Assistant (Employment) I		13.58
01262 - Personnel Assistant (Employment) II		15.19
01263 - Personnel Assistant (Employment) III		17.73
01270 - Production Control Clerk		19.50
01280 - Receptionist		10.94
01290 - Rental Clerk		9.35
01300 - Scheduler, Maintenance		14.06
01311 - Secretary I		14.06
01312 - Secretary II		15.73
01313 - Secretary III		17.54
01320 - Service Order Dispatcher		15.13
01410 - Supply Technician		18.37
01420 - Survey Worker		11.28
01531 - Travel Clerk I		11.35
01532 - Travel Clerk II		12.01
01533 - Travel Clerk III		12.69
01611 - Word Processor I		11.65
01612 - Word Processor II		13.08
01613 - Word Processor III		14.63
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.32
05010 - Automotive Electrician		16.27
05040 - Automotive Glass Installer		15.57
05070 - Automotive Worker		15.57

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05110 - Mobile Equipment Servicer	14.21
05130 - Motor Equipment Metal Mechanic	16.90
05160 - Motor Equipment Metal Worker	15.57
05190 - Motor Vehicle Mechanic	16.90
05220 - Motor Vehicle Mechanic Helper	13.36
05250 - Motor Vehicle Upholstery Worker	14.93
05280 - Motor Vehicle Wrecker	15.57
05310 - Painter, Automotive	16.27
05340 - Radiator Repair Specialist	15.57
05370 - Tire Repairer	13.50
05400 - Transmission Repair Specialist	16.90
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.49
07041 - Cook I	10.51
07042 - Cook II	11.83
07070 - Dishwasher	7.62
07130 - Food Service Worker	10.33
07210 - Meat Cutter	11.33
07260 - Waiter/Waitress	8.09
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.16
09040 - Furniture Handler	12.30
09080 - Furniture Refinisher	18.16
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	16.14
09130 - Upholsterer	17.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.70
11060 - Elevator Operator	10.06
11090 - Gardener	13.00
11122 - Housekeeping Aide	10.08
11150 - Janitor	10.88
11210 - Laborer, Grounds Maintenance	11.82
11240 - Maid or Houseman	8.71
11260 - Pruner	10.50
11270 - Tractor Operator	12.66
11330 - Trail Maintenance Worker	11.82
11360 - Window Cleaner	12.00
12000 - Health Occupations	
12010 - Ambulance Driver	13.29
12011 - Breath Alcohol Technician	16.48
12012 - Certified Occupational Therapist Assistant	16.52
12015 - Certified Physical Therapist Assistant	16.25
12020 - Dental Assistant	15.12
12025 - Dental Hygienist	26.36
12030 - EKG Technician	19.18
12035 - Electroneurodiagnostic Technologist	19.18
12040 - Emergency Medical Technician	13.29
12071 - Licensed Practical Nurse I	14.73
12072 - Licensed Practical Nurse II	16.48
12073 - Licensed Practical Nurse III	18.38
12100 - Medical Assistant	13.39
12130 - Medical Laboratory Technician	15.25
12160 - Medical Record Clerk	13.29
12190 - Medical Record Technician	14.87
12195 - Medical Transcriptionist	13.25
12210 - Nuclear Medicine Technologist	32.84
12221 - Nursing Assistant I	9.80
12222 - Nursing Assistant II	11.01
12223 - Nursing Assistant III	12.10

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12224 - Nursing Assistant IV	13.58
12235 - Optical Dispenser	12.67
12236 - Optical Technician	14.21
12250 - Pharmacy Technician	14.02
12280 - Phlebotomist	13.58
12305 - Radiologic Technologist	21.40
12311 - Registered Nurse I	21.72
12312 - Registered Nurse II	26.57
12313 - Registered Nurse II, Specialist	26.57
12314 - Registered Nurse III	32.14
12315 - Registered Nurse III, Anesthetist	32.14
12316 - Registered Nurse IV	38.52
12317 - Scheduler (Drug and Alcohol Testing)	19.43
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.19
13012 - Exhibits Specialist II	20.55
13013 - Exhibits Specialist III	23.23
13041 - Illustrator I	17.19
13042 - Illustrator II	20.55
13043 - Illustrator III	23.23
13047 - Librarian	19.53
13050 - Library Aide/Clerk	9.03
13054 - Library Information Technology Systems Administrator	17.24
13058 - Library Technician	13.91
13061 - Media Specialist I	12.61
13062 - Media Specialist II	14.10
13063 - Media Specialist III	15.73
13071 - Photographer I	14.47
13072 - Photographer II	16.18
13073 - Photographer III	20.05
13074 - Photographer IV	24.54
13075 - Photographer V	29.68
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.59
14042 - Computer Operator II	15.21
14043 - Computer Operator III	16.96
14044 - Computer Operator IV	18.85
14045 - Computer Operator V	20.86
14071 - Computer Programmer I	18.90
14072 - Computer Programmer II	22.00
14073 - Computer Programmer III	26.91
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	24.37
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.59
14160 - Personal Computer Support Technician	21.97
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.34
15020 - Aircrew Training Devices Instructor (Rated)	29.45
15030 - Air Crew Training Devices Instructor (Pilot)	35.30
15050 - Computer Based Training Specialist / Instructor	25.60
15060 - Educational Technologist	26.30
15070 - Flight Instructor (Pilot)	35.30
15080 - Graphic Artist	18.47
15090 - Technical Instructor	17.94
15095 - Technical Instructor/Course Developer	21.95
15110 - Test Proctor	14.48

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15120 - Tutor	14.48
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.73
16030 - Counter Attendant	8.73
16040 - Dry Cleaner	10.18
16070 - Finisher, Flatwork, Machine	8.73
16090 - Presser, Hand	8.73
16110 - Presser, Machine, Drycleaning	8.73
16130 - Presser, Machine, Shirts	8.73
16160 - Presser, Machine, Wearing Apparel, Laundry	8.73
16190 - Sewing Machine Operator	10.65
16220 - Tailor	11.14
16250 - Washer, Machine	9.15
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.90
19040 - Tool And Die Maker	21.08
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.94
21030 - Material Coordinator	19.50
21040 - Material Expediter	19.50
21050 - Material Handling Laborer	11.70
21071 - Order Filler	10.91
21080 - Production Line Worker (Food Processing)	14.94
21110 - Shipping Packer	14.15
21130 - Shipping/Receiving Clerk	14.15
21140 - Store Worker I	10.82
21150 - Stock Clerk	14.74
21210 - Tools And Parts Attendant	14.94
21410 - Warehouse Specialist	14.94
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.53
23021 - Aircraft Mechanic I	21.57
23022 - Aircraft Mechanic II	22.53
23023 - Aircraft Mechanic III	23.33
23040 - Aircraft Mechanic Helper	17.06
23050 - Aircraft, Painter	20.19
23060 - Aircraft Servicer	19.06
23080 - Aircraft Worker	19.86
23110 - Appliance Mechanic	16.96
23120 - Bicycle Repairer	13.50
23125 - Cable Splicer	27.10
23130 - Carpenter, Maintenance	17.59
23140 - Carpet Layer	16.83
23160 - Electrician, Maintenance	21.31
23181 - Electronics Technician Maintenance I	21.80
23182 - Electronics Technician Maintenance II	23.40
23183 - Electronics Technician Maintenance III	24.79
23260 - Fabric Worker	17.11
23290 - Fire Alarm System Mechanic	19.76
23310 - Fire Extinguisher Repairer	15.79
23311 - Fuel Distribution System Mechanic	24.95
23312 - Fuel Distribution System Operator	20.99
23370 - General Maintenance Worker	17.03
23380 - Ground Support Equipment Mechanic	21.57
23381 - Ground Support Equipment Servicer	19.06
23382 - Ground Support Equipment Worker	19.87
23391 - Gunsmith I	15.76
23392 - Gunsmith II	18.44
23393 - Gunsmith III	20.97
23410 - Heating, Ventilation And Air-Conditioning	20.66

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Mechanic	
23411 - Heating, Ventilation And Air Contditioning	21.57
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	21.33
23440 - Heavy Equipment Operator	19.58
23460 - Instrument Mechanic	22.09
23465 - Laboratory/Shelter Mechanic	19.90
23470 - Laborer	11.70
23510 - Locksmith	19.90
23530 - Machinery Maintenance Mechanic	23.46
23550 - Machinist, Maintenance	20.97
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.09
23592 - Metrology Technician II	23.07
23593 - Metrology Technician III	23.95
23640 - Millwright	22.90
23710 - Office Appliance Repairer	18.94
23760 - Painter, Maintenance	17.59
23790 - Pipefitter, Maintenance	21.86
23810 - Plumber, Maintenance	20.66
23820 - Pneudraulic Systems Mechanic	20.97
23850 - Rigger	20.97
23870 - Scale Mechanic	18.44
23890 - Sheet-Metal Worker, Maintenance	18.01
23910 - Small Engine Mechanic	16.83
23931 - Telecommunications Mechanic I	25.27
23932 - Telecommunications Mechanic II	26.40
23950 - Telephone Lineman	18.74
23960 - Welder, Combination, Maintenance	19.95
23965 - Well Driller	19.98
23970 - Woodcraft Worker	20.97
23980 - Woodworker	15.37
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.16
24580 - Child Care Center Clerk	12.80
24610 - Chore Aide	9.55
24620 - Family Readiness And Support Services Coordinator	12.64
24630 - Homemaker	17.52
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.78
25040 - Sewage Plant Operator	17.97
25070 - Stationary Engineer	21.78
25190 - Ventilation Equipment Tender	15.08
25210 - Water Treatment Plant Operator	17.97
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.57
27007 - Baggage Inspector	12.42
27008 - Corrections Officer	17.50
27010 - Court Security Officer	17.93
27030 - Detection Dog Handler	13.89
27040 - Detention Officer	17.50
27070 - Firefighter	19.46
27101 - Guard I	12.42
27102 - Guard II	13.89
27131 - Police Officer I	19.61
27132 - Police Officer II	21.79
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.22
28042 - Carnival Equipment Repairer	10.98

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28043 - Carnival Equipment Worker	8.60
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.29
28515 - Recreation Specialist	17.16
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	15.59
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.85
29020 - Hatch Tender	19.85
29030 - Line Handler	19.85
29041 - Stevedore I	19.31
29042 - Stevedore II	21.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	15.85
30022 - Archeological Technician II	17.12
30023 - Archeological Technician III	22.16
30030 - Cartographic Technician	23.25
30040 - Civil Engineering Technician	19.01
30061 - Drafter/CAD Operator I	15.99
30062 - Drafter/CAD Operator II	17.95
30063 - Drafter/CAD Operator III	19.95
30064 - Drafter/CAD Operator IV	24.55
30081 - Engineering Technician I	16.65
30082 - Engineering Technician II	18.70
30083 - Engineering Technician III	21.71
30084 - Engineering Technician IV	26.89
30085 - Engineering Technician V	32.90
30086 - Engineering Technician VI	39.41
30090 - Environmental Technician	23.25
30210 - Laboratory Technician	17.42
30240 - Mathematical Technician	23.63
30361 - Paralegal/Legal Assistant I	15.46
30362 - Paralegal/Legal Assistant II	19.15
30363 - Paralegal/Legal Assistant III	24.53
30364 - Paralegal/Legal Assistant IV	28.34
30390 - Photo-Optics Technician	23.75
30461 - Technical Writer I	19.43
30462 - Technical Writer II	23.77
30463 - Technical Writer III	28.76
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 19.95
30621 - Weather Observer, Senior	(see 2) 22.16
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.34
31030 - Bus Driver	12.29
31043 - Driver Courier	13.37
31260 - Parking and Lot Attendant	9.02
31290 - Shuttle Bus Driver	14.65
31310 - Taxi Driver	10.72
31361 - Truckdriver, Light	14.65

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31362 - Truckdriver, Medium	15.64
31363 - Truckdriver, Heavy	17.56
31364 - Truckdriver, Tractor-Trailer	17.56
99000 - Miscellaneous Occupations	
99030 - Cashier	8.03
99050 - Desk Clerk	9.31
99095 - Embalmer	24.90
99251 - Laboratory Animal Caretaker I	10.24
99252 - Laboratory Animal Caretaker II	11.19
99310 - Mortician	30.07
99410 - Pest Controller	19.92
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.39
99711 - Recycling Specialist	17.84
99730 - Refuse Collector	12.79
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	11.72
99830 - Survey Party Chief	21.05
99831 - Surveying Aide	14.14
99832 - Surveying Technician	18.49
99840 - Vending Machine Attendant	13.93
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	13.93

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

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example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

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determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report

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of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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WD 05-2485 (Rev.-10) was first posted on www.wdol.gov on 06/17/2011

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski            Division of  
Director                            Wage Determinations

Wage Determination No.: 2005-2485  
Revision No.: 10  
Date Of Revision: 06/13/2011

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State: South Dakota

Area: South Dakota Counties of Bennett, Butte, Corson, Custer, Dewey, Fall  
River, Gregory, Haakon, Harding, Jackson, Jones, Lawrence, Lyman, Meade,  
Mellette, Pennington, Perkins, Shannon, Stanley, Todd, Tripp, Ziebach

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		10.72
01012 - Accounting Clerk II		12.04
01013 - Accounting Clerk III		13.95
01020 - Administrative Assistant		17.58
01040 - Court Reporter		15.49
01051 - Data Entry Operator I		10.58
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.95
01070 - Document Preparation Clerk		11.05
01090 - Duplicating Machine Operator		11.05
01111 - General Clerk I		10.01
01112 - General Clerk II		10.97
01113 - General Clerk III		12.50
01120 - Housing Referral Assistant		15.88
01141 - Messenger Courier		9.33
01191 - Order Clerk I		10.95
01192 - Order Clerk II		11.95
01261 - Personnel Assistant (Employment) I		12.06
01262 - Personnel Assistant (Employment) II		13.63
01263 - Personnel Assistant (Employment) III		16.11
01270 - Production Control Clerk		16.37
01280 - Receptionist		10.46
01290 - Rental Clerk		9.49
01300 - Scheduler, Maintenance		11.27
01311 - Secretary I		11.27
01312 - Secretary II		12.61
01313 - Secretary III		15.88
01320 - Service Order Dispatcher		13.03
01410 - Supply Technician		17.58
01420 - Survey Worker		11.88
01531 - Travel Clerk I		11.24
01532 - Travel Clerk II		11.92
01533 - Travel Clerk III		12.61
01611 - Word Processor I		10.04
01612 - Word Processor II		11.27
01613 - Word Processor III		13.24
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.15

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05010 - Automotive Electrician	16.37
05040 - Automotive Glass Installer	15.61
05070 - Automotive Worker	15.61
05110 - Mobile Equipment Servicer	14.01
05130 - Motor Equipment Metal Mechanic	17.15
05160 - Motor Equipment Metal Worker	15.61
05190 - Motor Vehicle Mechanic	17.15
05220 - Motor Vehicle Mechanic Helper	13.22
05250 - Motor Vehicle Upholstery Worker	14.81
05280 - Motor Vehicle Wrecker	15.61
05310 - Painter, Automotive	16.37
05340 - Radiator Repair Specialist	15.61
05370 - Tire Repairer	10.75
05400 - Transmission Repair Specialist	17.15
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.46
07041 - Cook I	10.62
07042 - Cook II	12.09
07070 - Dishwasher	7.97
07130 - Food Service Worker	8.50
07210 - Meat Cutter	13.03
07260 - Waiter/Waitress	7.73
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.67
09040 - Furniture Handler	11.52
09080 - Furniture Refinisher	16.67
09090 - Furniture Refinisher Helper	13.46
09110 - Furniture Repairer, Minor	15.07
09130 - Upholsterer	15.16
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.63
11060 - Elevator Operator	9.95
11090 - Gardener	12.76
11122 - Housekeeping Aide	9.95
11150 - Janitor	9.95
11210 - Laborer, Grounds Maintenance	10.53
11240 - Maid or Houseman	8.73
11260 - Pruner	9.63
11270 - Tractor Operator	12.66
11330 - Trail Maintenance Worker	10.53
11360 - Window Cleaner	10.28
12000 - Health Occupations	
12010 - Ambulance Driver	14.04
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	18.49
12015 - Certified Physical Therapist Assistant	18.49
12020 - Dental Assistant	14.39
12025 - Dental Hygienist	26.57
12030 - EKG Technician	22.80
12035 - Electroneurodiagnostic Technologist	22.80
12040 - Emergency Medical Technician	14.04
12071 - Licensed Practical Nurse I	12.55
12072 - Licensed Practical Nurse II	14.04
12073 - Licensed Practical Nurse III	15.66
12100 - Medical Assistant	12.17
12130 - Medical Laboratory Technician	15.57
12160 - Medical Record Clerk	13.01
12190 - Medical Record Technician	15.05
12195 - Medical Transcriptionist	13.46
12210 - Nuclear Medicine Technologist	29.62

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12221 - Nursing Assistant I	9.42
12222 - Nursing Assistant II	10.59
12223 - Nursing Assistant III	11.56
12224 - Nursing Assistant IV	12.97
12235 - Optical Dispenser	13.13
12236 - Optical Technician	12.32
12250 - Pharmacy Technician	13.17
12280 - Phlebotomist	12.97
12305 - Radiologic Technologist	21.72
12311 - Registered Nurse I	18.46
12312 - Registered Nurse II	22.58
12313 - Registered Nurse II, Specialist	22.58
12314 - Registered Nurse III	27.32
12315 - Registered Nurse III, Anesthetist	27.32
12316 - Registered Nurse IV	32.75
12317 - Scheduler (Drug and Alcohol Testing)	18.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	13.72
13012 - Exhibits Specialist II	17.00
13013 - Exhibits Specialist III	20.78
13041 - Illustrator I	13.72
13042 - Illustrator II	17.00
13043 - Illustrator III	20.78
13047 - Librarian	18.82
13050 - Library Aide/Clerk	10.92
13054 - Library Information Technology Systems Administrator	17.00
13058 - Library Technician	12.29
13061 - Media Specialist I	13.02
13062 - Media Specialist II	14.56
13063 - Media Specialist III	16.24
13071 - Photographer I	12.70
13072 - Photographer II	14.21
13073 - Photographer III	17.60
13074 - Photographer IV	21.54
13075 - Photographer V	26.05
13110 - Video Teleconference Technician	12.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	11.60
14042 - Computer Operator II	12.97
14043 - Computer Operator III	15.41
14044 - Computer Operator IV	16.16
14045 - Computer Operator V	20.32
14071 - Computer Programmer I	18.89
14072 - Computer Programmer II	23.41
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	11.60
14160 - Personal Computer Support Technician	24.25
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.28
15020 - Aircrew Training Devices Instructor (Rated)	33.61
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	29.28
15060 - Educational Technologist	23.68
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	17.93

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15090 - Technical Instructor	16.89
15095 - Technical Instructor/Course Developer	18.95
15110 - Test Proctor	12.50
15120 - Tutor	12.50
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.45
16030 - Counter Attendant	8.45
16040 - Dry Cleaner	10.20
16070 - Finisher, Flatwork, Machine	8.45
16090 - Presser, Hand	8.45
16110 - Presser, Machine, Drycleaning	8.45
16130 - Presser, Machine, Shirts	8.45
16160 - Presser, Machine, Wearing Apparel, Laundry	8.45
16190 - Sewing Machine Operator	10.84
16220 - Tailor	11.40
16250 - Washer, Machine	8.96
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.94
19040 - Tool And Die Maker	20.17
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.15
21030 - Material Coordinator	16.37
21040 - Material Expediter	16.37
21050 - Material Handling Laborer	10.35
21071 - Order Filler	9.75
21080 - Production Line Worker (Food Processing)	13.15
21110 - Shipping Packer	12.96
21130 - Shipping/Receiving Clerk	12.96
21140 - Store Worker I	10.81
21150 - Stock Clerk	14.18
21210 - Tools And Parts Attendant	13.15
21410 - Warehouse Specialist	13.15
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.83
23021 - Aircraft Mechanic I	22.12
23022 - Aircraft Mechanic II	24.83
23023 - Aircraft Mechanic III	25.95
23040 - Aircraft Mechanic Helper	16.54
23050 - Aircraft, Painter	18.34
23060 - Aircraft Servicer	18.84
23080 - Aircraft Worker	20.00
23110 - Appliance Mechanic	16.66
23120 - Bicycle Repairer	10.36
23125 - Cable Splicer	24.56
23130 - Carpenter, Maintenance	14.66
23140 - Carpet Layer	15.68
23160 - Electrician, Maintenance	19.87
23181 - Electronics Technician Maintenance I	19.60
23182 - Electronics Technician Maintenance II	20.83
23183 - Electronics Technician Maintenance III	22.04
23260 - Fabric Worker	14.82
23290 - Fire Alarm System Mechanic	17.64
23310 - Fire Extinguisher Repairer	14.44
23311 - Fuel Distribution System Mechanic	23.27
23312 - Fuel Distribution System Operator	18.18
23370 - General Maintenance Worker	13.91
23380 - Ground Support Equipment Mechanic	22.12
23381 - Ground Support Equipment Servicer	18.84
23382 - Ground Support Equipment Worker	20.00
23391 - Gunsmith I	14.44

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23392 - Gunsmith II	16.44
23393 - Gunsmith III	18.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.52
23411 - Heating, Ventilation And Air Contdditioning Mechanic (Research Facility)	18.44
23430 - Heavy Equipment Mechanic	19.20
23440 - Heavy Equipment Operator	16.55
23460 - Instrument Mechanic	18.48
23465 - Laboratory/Shelter Mechanic	17.47
23470 - Laborer	10.35
23510 - Locksmith	16.79
23530 - Machinery Maintenance Mechanic	18.37
23550 - Machinist, Maintenance	16.18
23580 - Maintenance Trades Helper	13.25
23591 - Metrology Technician I	18.48
23592 - Metrology Technician II	19.45
23593 - Metrology Technician III	20.41
23640 - Millwright	18.38
23710 - Office Appliance Repairer	17.41
23760 - Painter, Maintenance	15.55
23790 - Pipefitter, Maintenance	19.22
23810 - Plumber, Maintenance	17.71
23820 - Pneudraulic Systems Mechanic	18.48
23850 - Rigger	18.48
23870 - Scale Mechanic	16.44
23890 - Sheet-Metal Worker, Maintenance	16.50
23910 - Small Engine Mechanic	15.68
23931 - Telecommunications Mechanic I	23.72
23932 - Telecommunications Mechanic II	24.97
23950 - Telephone Lineman	20.10
23960 - Welder, Combination, Maintenance	14.11
23965 - Well Driller	17.64
23970 - Woodcraft Worker	18.48
23980 - Woodworker	14.44
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.82
24580 - Child Care Center Clerk	12.39
24610 - Chore Aide	9.18
24620 - Family Readiness And Support Services Coordinator	10.94
24630 - Homemaker	15.00
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.51
25040 - Sewage Plant Operator	16.57
25070 - Stationary Engineer	17.51
25190 - Ventilation Equipment Tender	12.75
25210 - Water Treatment Plant Operator	16.57
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.15
27007 - Baggage Inspector	10.70
27008 - Corrections Officer	14.99
27010 - Court Security Officer	17.50
27030 - Detection Dog Handler	14.45
27040 - Detention Officer	14.99
27070 - Firefighter	17.46
27101 - Guard I	10.70
27102 - Guard II	13.38
27131 - Police Officer I	18.61
27132 - Police Officer II	20.67

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28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.27
28042 - Carnival Equipment Repairer	10.96
28043 - Carnival Equipment Worker	8.49
28210 - Gate Attendant/Gate Tender	14.08
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.75
28510 - Recreation Aide/Health Facility Attendant	11.50
28515 - Recreation Specialist	16.08
28630 - Sports Official	12.55
28690 - Swimming Pool Operator	17.67
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.38
29020 - Hatch Tender	17.38
29030 - Line Handler	17.38
29041 - Stevedore I	16.04
29042 - Stevedore II	18.47
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	14.57
30022 - Archeological Technician II	16.30
30023 - Archeological Technician III	20.20
30030 - Cartographic Technician	20.01
30040 - Civil Engineering Technician	19.14
30061 - Drafter/CAD Operator I	14.57
30062 - Drafter/CAD Operator II	16.30
30063 - Drafter/CAD Operator III	18.18
30064 - Drafter/CAD Operator IV	22.36
30081 - Engineering Technician I	12.70
30082 - Engineering Technician II	14.26
30083 - Engineering Technician III	16.28
30084 - Engineering Technician IV	19.77
30085 - Engineering Technician V	24.17
30086 - Engineering Technician VI	29.25
30090 - Environmental Technician	18.90
30210 - Laboratory Technician	17.39
30240 - Mathematical Technician	20.20
30361 - Paralegal/Legal Assistant I	15.62
30362 - Paralegal/Legal Assistant II	19.36
30363 - Paralegal/Legal Assistant III	23.69
30364 - Paralegal/Legal Assistant IV	28.66
30390 - Photo-Optics Technician	20.20
30461 - Technical Writer I	21.02
30462 - Technical Writer II	25.71
30463 - Technical Writer III	31.10
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	18.18
Surface Programs	
30621 - Weather Observer, Senior (see 2)	20.20
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.44
31030 - Bus Driver	12.64
31043 - Driver Courier	11.71
31260 - Parking and Lot Attendant	10.36

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31290 - Shuttle Bus Driver	13.61
31310 - Taxi Driver	11.67
31361 - Truckdriver, Light	13.61
31362 - Truckdriver, Medium	14.53
31363 - Truckdriver, Heavy	16.07
31364 - Truckdriver, Tractor-Trailer	16.07
99000 - Miscellaneous Occupations	
99030 - Cashier	8.46
99050 - Desk Clerk	8.84
99095 - Embalmer	24.34
99251 - Laboratory Animal Caretaker I	13.13
99252 - Laboratory Animal Caretaker II	14.07
99310 - Mortician	24.34
99410 - Pest Controller	16.54
99510 - Photofinishing Worker	12.10
99710 - Recycling Laborer	13.04
99711 - Recycling Specialist	15.23
99730 - Refuse Collector	11.92
99810 - Sales Clerk	10.93
99820 - School Crossing Guard	11.33
99830 - Survey Party Chief	17.26
99831 - Surveying Aide	11.11
99832 - Surveying Technician	14.45
99840 - Vending Machine Attendant	14.12
99841 - Vending Machine Repairer	16.94
99842 - Vending Machine Repairer Helper	12.89

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not

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list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

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local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be

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conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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WD 05-3026 (Rev.-13) was first posted on www.wdol.gov on 06/17/2011

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski            Division of  
Director                            Wage Determinations

Wage Determination No.: 2005-3026  
Revision No.: 13  
Date Of Revision: 06/13/2011

State: South Dakota

Area: South Dakota Counties of Aurora, Beadle, Bon Homme, Brookings, Brown, Brule, Buffalo, Campbell, Charles Mix, Clark, Clay, Codington, Davison, Day, Deuel, Douglas, Edmunds, Faulk, Grant, Hamlin, Hand, Hanson, Hughes, Hutchinson, Hyde, Jerauld, Kingsbury, Lake, Lincoln, Marshall, McCook, McPherson, Miner, Minnehaha, Moody, Potter, Roberts, Sanborn, Spink, Sully, Turner, Union, Walworth, Yankton

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.91
01012 - Accounting Clerk II		13.36
01013 - Accounting Clerk III		14.94
01020 - Administrative Assistant		18.59
01040 - Court Reporter		13.20
01051 - Data Entry Operator I		10.98
01052 - Data Entry Operator II		11.98
01060 - Dispatcher, Motor Vehicle		15.94
01070 - Document Preparation Clerk		11.50
01090 - Duplicating Machine Operator		11.50
01111 - General Clerk I		10.51
01112 - General Clerk II		11.47
01113 - General Clerk III		12.87
01120 - Housing Referral Assistant		15.18
01141 - Messenger Courier		10.13
01191 - Order Clerk I		11.87
01192 - Order Clerk II		12.95
01261 - Personnel Assistant (Employment) I		12.36
01262 - Personnel Assistant (Employment) II		13.82
01263 - Personnel Assistant (Employment) III		15.41
01270 - Production Control Clerk		16.30
01280 - Receptionist		11.00
01290 - Rental Clerk		10.16
01300 - Scheduler, Maintenance		11.80
01311 - Secretary I		11.80
01312 - Secretary II		13.20
01313 - Secretary III		15.18
01320 - Service Order Dispatcher		13.70
01410 - Supply Technician		18.59
01420 - Survey Worker		12.35
01531 - Travel Clerk I		12.17
01532 - Travel Clerk II		12.94
01533 - Travel Clerk III		13.73
01611 - Word Processor I		10.52
01612 - Word Processor II		11.80

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01613 - Word Processor III	13.20
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.11
05010 - Automotive Electrician	16.33
05040 - Automotive Glass Installer	15.56
05070 - Automotive Worker	15.56
05110 - Mobile Equipment Servicer	13.96
05130 - Motor Equipment Metal Mechanic	17.11
05160 - Motor Equipment Metal Worker	15.56
05190 - Motor Vehicle Mechanic	17.11
05220 - Motor Vehicle Mechanic Helper	13.20
05250 - Motor Vehicle Upholstery Worker	14.76
05280 - Motor Vehicle Wrecker	15.56
05310 - Painter, Automotive	16.33
05340 - Radiator Repair Specialist	15.56
05370 - Tire Repairer	10.36
05400 - Transmission Repair Specialist	17.11
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.48
07041 - Cook I	10.87
07042 - Cook II	12.08
07070 - Dishwasher	8.40
07130 - Food Service Worker	8.96
07210 - Meat Cutter	13.28
07260 - Waiter/Waitress	7.87
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.78
09040 - Furniture Handler	10.27
09080 - Furniture Refinisher	15.16
09090 - Furniture Refinisher Helper	12.03
09110 - Furniture Repairer, Minor	13.64
09130 - Upholsterer	15.16
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.41
11060 - Elevator Operator	9.27
11090 - Gardener	14.63
11122 - Housekeeping Aide	10.20
11150 - Janitor	10.21
11210 - Laborer, Grounds Maintenance	11.68
11240 - Maid or Houseman	9.42
11260 - Pruner	10.68
11270 - Tractor Operator	13.65
11330 - Trail Maintenance Worker	11.68
11360 - Window Cleaner	11.17
12000 - Health Occupations	
12010 - Ambulance Driver	14.37
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	17.53
12015 - Certified Physical Therapist Assistant	14.56
12020 - Dental Assistant	15.38
12025 - Dental Hygienist	29.52
12030 - EKG Technician	23.93
12035 - Electroneurodiagnostic Technologist	23.93
12040 - Emergency Medical Technician	14.37
12071 - Licensed Practical Nurse I	12.85
12072 - Licensed Practical Nurse II	14.37
12073 - Licensed Practical Nurse III	16.03
12100 - Medical Assistant	12.43
12130 - Medical Laboratory Technician	15.01
12160 - Medical Record Clerk	12.86

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12190 - Medical Record Technician	16.23
12195 - Medical Transcriptionist	14.31
12210 - Nuclear Medicine Technologist	26.56
12221 - Nursing Assistant I	10.10
12222 - Nursing Assistant II	11.35
12223 - Nursing Assistant III	12.39
12224 - Nursing Assistant IV	13.90
12235 - Optical Dispenser	14.85
12236 - Optical Technician	12.83
12250 - Pharmacy Technician	16.03
12280 - Phlebotomist	13.90
12305 - Radiologic Technologist	22.95
12311 - Registered Nurse I	21.44
12312 - Registered Nurse II	26.23
12313 - Registered Nurse II, Specialist	26.23
12314 - Registered Nurse III	31.73
12315 - Registered Nurse III, Anesthetist	31.73
12316 - Registered Nurse IV	38.03
12317 - Scheduler (Drug and Alcohol Testing)	18.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.11
13012 - Exhibits Specialist II	18.68
13013 - Exhibits Specialist III	22.89
13041 - Illustrator I	14.90
13042 - Illustrator II	18.46
13043 - Illustrator III	22.59
13047 - Librarian	20.44
13050 - Library Aide/Clerk	11.87
13054 - Library Information Technology Systems Administrator	18.46
13058 - Library Technician	14.45
13061 - Media Specialist I	13.48
13062 - Media Specialist II	14.90
13063 - Media Specialist III	16.62
13071 - Photographer I	13.62
13072 - Photographer II	15.24
13073 - Photographer III	18.89
13074 - Photographer IV	23.10
13075 - Photographer V	27.95
13110 - Video Teleconference Technician	12.54
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.10
14042 - Computer Operator II	15.85
14043 - Computer Operator III	17.59
14044 - Computer Operator IV	19.49
14045 - Computer Operator V	21.71
14071 - Computer Programmer I	19.46
14072 - Computer Programmer II	24.12
14073 - Computer Programmer III	
14074 - Computer Programmer IV	
14101 - Computer Systems Analyst I	
14102 - Computer Systems Analyst II	
14103 - Computer Systems Analyst III	
14150 - Peripheral Equipment Operator	15.51
14160 - Personal Computer Support Technician	22.57
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.93
15020 - Aircrew Training Devices Instructor (Rated)	37.42
15030 - Air Crew Training Devices Instructor (Pilot)	43.93
15050 - Computer Based Training Specialist / Instructor	27.41

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15060 - Educational Technologist	21.32
15070 - Flight Instructor (Pilot)	43.93
15080 - Graphic Artist	19.72
15090 - Technical Instructor	16.17
15095 - Technical Instructor/Course Developer	19.78
15110 - Test Proctor	13.05
15120 - Tutor	13.05
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.03
16030 - Counter Attendant	9.03
16040 - Dry Cleaner	10.82
16070 - Finisher, Flatwork, Machine	9.03
16090 - Presser, Hand	9.03
16110 - Presser, Machine, Drycleaning	9.03
16130 - Presser, Machine, Shirts	9.03
16160 - Presser, Machine, Wearing Apparel, Laundry	9.03
16190 - Sewing Machine Operator	11.44
16220 - Tailor	12.11
16250 - Washer, Machine	9.68
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.39
19040 - Tool And Die Maker	21.28
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.05
21030 - Material Coordinator	16.30
21040 - Material Expediter	16.30
21050 - Material Handling Laborer	12.78
21071 - Order Filler	10.24
21080 - Production Line Worker (Food Processing)	13.05
21110 - Shipping Packer	13.77
21130 - Shipping/Receiving Clerk	13.77
21140 - Store Worker I	10.81
21150 - Stock Clerk	14.18
21210 - Tools And Parts Attendant	13.05
21410 - Warehouse Specialist	13.05
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.49
23021 - Aircraft Mechanic I	22.32
23022 - Aircraft Mechanic II	23.49
23023 - Aircraft Mechanic III	24.65
23040 - Aircraft Mechanic Helper	16.45
23050 - Aircraft, Painter	20.42
23060 - Aircraft Servicer	18.84
23080 - Aircraft Worker	20.01
23110 - Appliance Mechanic	17.39
23120 - Bicycle Repairer	10.36
23125 - Cable Splicer	26.24
23130 - Carpenter, Maintenance	16.26
23140 - Carpet Layer	16.36
23160 - Electrician, Maintenance	19.32
23181 - Electronics Technician Maintenance I	21.42
23182 - Electronics Technician Maintenance II	22.77
23183 - Electronics Technician Maintenance III	24.09
23260 - Fabric Worker	15.35
23290 - Fire Alarm System Mechanic	18.40
23310 - Fire Extinguisher Repairer	14.37
23311 - Fuel Distribution System Mechanic	22.21
23312 - Fuel Distribution System Operator	15.43
23370 - General Maintenance Worker	14.05
23380 - Ground Support Equipment Mechanic	22.32

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23381 - Ground Support Equipment Servicer	18.84
23382 - Ground Support Equipment Worker	20.01
23391 - Gunsmith I	14.37
23392 - Gunsmith II	16.36
23393 - Gunsmith III	18.40
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.64
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.59
23430 - Heavy Equipment Mechanic	18.89
23440 - Heavy Equipment Operator	17.74
23460 - Instrument Mechanic	18.40
23465 - Laboratory/Shelter Mechanic	17.39
23470 - Laborer	10.91
23510 - Locksmith	17.39
23530 - Machinery Maintenance Mechanic	18.38
23550 - Machinist, Maintenance	15.88
23580 - Maintenance Trades Helper	13.40
23591 - Metrology Technician I	18.40
23592 - Metrology Technician II	19.36
23593 - Metrology Technician III	20.32
23640 - Millwright	18.40
23710 - Office Appliance Repairer	18.83
23760 - Painter, Maintenance	15.16
23790 - Pipefitter, Maintenance	20.76
23810 - Plumber, Maintenance	18.51
23820 - Pneudraulic Systems Mechanic	18.40
23850 - Rigger	18.40
23870 - Scale Mechanic	16.36
23890 - Sheet-Metal Worker, Maintenance	16.26
23910 - Small Engine Mechanic	16.36
23931 - Telecommunications Mechanic I	22.70
23932 - Telecommunications Mechanic II	23.89
23950 - Telephone Lineman	18.40
23960 - Welder, Combination, Maintenance	15.88
23965 - Well Driller	18.40
23970 - Woodcraft Worker	18.40
23980 - Woodworker	13.44
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.38
24580 - Child Care Center Clerk	10.87
24610 - Chore Aide	10.74
24620 - Family Readiness And Support Services Coordinator	11.42
24630 - Homemaker	15.28
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.50
25040 - Sewage Plant Operator	20.67
25070 - Stationary Engineer	20.50
25190 - Ventilation Equipment Tender	14.78
25210 - Water Treatment Plant Operator	20.67
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.98
27007 - Baggage Inspector	11.98
27008 - Corrections Officer	15.42
27010 - Court Security Officer	15.42
27030 - Detection Dog Handler	13.98
27040 - Detention Officer	15.42
27070 - Firefighter	15.42
27101 - Guard I	11.98

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27102 - Guard II	13.98
27131 - Police Officer I	18.52
27132 - Police Officer II	20.58
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.14
28042 - Carnival Equipment Repairer	10.84
28043 - Carnival Equipment Worker	9.09
28210 - Gate Attendant/Gate Tender	13.77
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	15.40
28510 - Recreation Aide/Health Facility Attendant	11.24
28515 - Recreation Specialist	16.08
28630 - Sports Official	12.27
28690 - Swimming Pool Operator	15.02
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.90
29020 - Hatch Tender	16.90
29030 - Line Handler	16.90
29041 - Stevedore I	15.50
29042 - Stevedore II	17.98
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 1)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 1)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 1)	27.16
30021 - Archeological Technician I	15.98
30022 - Archeological Technician II	17.87
30023 - Archeological Technician III	22.15
30030 - Cartographic Technician	22.15
30040 - Civil Engineering Technician	17.93
30061 - Drafter/CAD Operator I	15.98
30062 - Drafter/CAD Operator II	17.87
30063 - Drafter/CAD Operator III	19.93
30064 - Drafter/CAD Operator IV	24.52
30081 - Engineering Technician I	13.24
30082 - Engineering Technician II	14.86
30083 - Engineering Technician III	16.62
30084 - Engineering Technician IV	20.60
30085 - Engineering Technician V	25.42
30086 - Engineering Technician VI	30.48
30090 - Environmental Technician	22.15
30210 - Laboratory Technician	19.93
30240 - Mathematical Technician	22.15
30361 - Paralegal/Legal Assistant I	17.67
30362 - Paralegal/Legal Assistant II	21.88
30363 - Paralegal/Legal Assistant III	26.76
30364 - Paralegal/Legal Assistant IV	32.38
30390 - Photo-Optics Technician	22.15
30461 - Technical Writer I	20.71
30462 - Technical Writer II	25.33
30463 - Technical Writer III	30.65
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 1)	19.93
Surface Programs	
30621 - Weather Observer, Senior (see 1)	22.15
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.45

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31030 - Bus Driver	13.99
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	10.74
31290 - Shuttle Bus Driver	14.08
31310 - Taxi Driver	9.95
31361 - Truckdriver, Light	14.08
31362 - Truckdriver, Medium	15.91
31363 - Truckdriver, Heavy	16.68
31364 - Truckdriver, Tractor-Trailer	16.68
99000 - Miscellaneous Occupations	
99030 - Cashier	9.03
99050 - Desk Clerk	8.97
99095 - Embalmer	25.11
99251 - Laboratory Animal Caretaker I	11.24
99252 - Laboratory Animal Caretaker II	12.17
99310 - Mortician	25.11
99410 - Pest Controller	17.77
99510 - Photofinishing Worker	12.22
99710 - Recycling Laborer	13.38
99711 - Recycling Specialist	15.63
99730 - Refuse Collector	12.24
99810 - Sales Clerk	11.66
99820 - School Crossing Guard	11.94
99830 - Survey Party Chief	16.62
99831 - Surveying Aide	10.95
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	13.65
99841 - Vending Machine Repairer	16.31
99842 - Vending Machine Repairer Helper	13.65

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential

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and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Pages 1 through 18 redacted for the following reasons:

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(b)(4)