

2. CONTRACT NO: HSHQE1-13-E-00002
3. AWARD EFFECTIVE DATE:
4. ORDER NUMBER:
5. SOLICITATION NUMBER: HSHQE1-12-R-00001
6. SOLICITATION ISSUE DATE: 05/31/2012

7. FOR SOLICITATION INFORMATION CALL: NANCY MEGHRI
b. TELEPHONE NUMBER (No collect calls): 215-521-2268
8. OFFER DUE DATE/LOCAL TIME: ET

9. ISSUED BY: NPPD/FPS/East CCG/Region 1
U.S. Dept. of Homeland Security
Federal Protective Service
Office of Procurement Operations
701 Market Street, Suite 3200
Philadelphia PA 19106
CODE: OPO/FPS/EAST

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

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK 16 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:
 RFP
 IFB
 RFP

15. DELIVER TO: Various Locations
CODE: AX0000
16. ADMINISTERED BY: NPPD/FPS/East CCG/Region 1
U.S. Dept. of Homeland Security
Ofc of Procurement Operations - FPS
701 Market Street, Suite 3200
Attn: Nancy Meghri
Philadelphia PA 19106
CODE: OPO/FPS/EAST CCG

17a. CONTRACTOR/OFFEROR: PARAGON SYSTEMS, INC
13655 DULLES TECHNOLOGY DRIVE, SUITE 100
HERNDON VA 201714633
CODE: 1753576720000
FACILITY CODE:
18a. PAYMENT WILL BE MADE BY: DHSICE
Burlington Finance Center
Attn: FPS Region 01 Invoice
P.O. Box 1279
Williston VT 05495-1279
CODE: HSCE01

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
	Armed PSO services Maine, Massachusetts, New Hampshire, and Vermont 1. In accordance with Paragon Systems' proposal dated July 24, 2012, Items 0001 through 5016 are accepted as proposed. Paragon Systems' proposed Management Plan, Field Level Supervision Exhibit and Small Business Subcontracting Plan are hereby incorporated into this contract as attachments. The proposed rates and specific performance periods are documented on the schedule. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$100,000.00

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 1 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 OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR: (b)(6)
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): (b)(6)

30b. NAME AND TITLE OF SIGNER (Type or print): Leslie Kacaban
30c. DATE SIGNED: 1-3-13
31b. NAME OF CONTRACTING OFFICER (Type or print): Michael J. DeCrescio
31c. DATE SIGNED: 1/31/13

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>2. This contract is issued with the \$100,000 minimum guarantee specified in the solicitation. This minimum guarantee will be de-obligated from this contract once a task order or task orders is/are issued with a value of \$100,000 or greater through which the minimum guarantee will be satisfied. The contractor can only invoice for the minimum guarantee as applied at the contract level if task orders are never issued against this contract and only at the end of the contracts period of performance (i.e. November 30, 2018). If task orders are issued, but do not amount to a value of \$100,000, the contractor can invoice for the minimum guarantee minus the total value of the task orders issued under this contract at the end of the contracts period of performance (i.e. November 30, 2018).</p> <p>3. All revisions reflected in Amendments 0001 through 0007 of the solicitation have been incorporated into the contract.</p> <p>4. The following Department of Labor Wage Determinations are hereby incorporated into the contract:</p> <p>CBA 2012-5243 Collective Bargaining Agreement between MVM, Inc. and the International Union, Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

RECEIVED INSPECTED NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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

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

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Maine Temporary Additional Services Obligated Amount: \$0.00 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/01/2014	2000	HR	<div style="border: 1px solid black; height: 630px; width: 100%;"></div>	
0003	Maine Emergency Security Services Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014	12000	HR		
0004	Maine Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation (b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014	1	LO		
0005	Massachusetts Basic Services Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 270000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014 Continued ...	270000	HR		

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	Massachusetts Temporary Additional Services Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 3000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014	3000	HR		
0007	Massachusetts Emergency Security Services Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014	12000	HR		
0008	Massachusetts Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation (b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014	1	LO		(b)(4)
0009	New Hampshire Basic Services Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 60000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014	60000	HR		
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0010	New Hampshire Temporary Additional Services Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014	2000	HR		
0011	New Hampshire Emergency Security Services Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014	12000	HR		
0012	New Hampshire Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation <input type="text" value="(b)(4)"/> Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014	1	LO		(b)(4)
0013	Vermont Basic Services Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 142000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014 Continued ...	142000	HR		

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0014	Vermont Temporary Additional Services Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014	2000	HR		
0015	Vermont Emergency Security Services Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014	12000	HR		
0016	Vermont Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation <input type="text" value="(b)(4)"/> Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2013 to 05/31/2014	1	LO		(b)(4)
1001	Maine Basic Services Option Period 1 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 75000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: \$2,511,750.00 (Option Line Item) 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...	75000	HR		

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/01/2014 to 05/31/2015				
1002	Maine Temporary Additional Services Option Period 1 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: <input type="text" value="(b)(4)"/> Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> Option Line Item) 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015	2000	HR		
1003	Maine Emergency Security Services Option Period 1 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: <input type="text" value="(b)(4)"/> Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> Option Line Item) 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015	12000	HR		(b)(4)
1004	Maine Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 1 <input type="text" value="(b)(4)"/> Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: <input type="text" value="(b)(4)"/> Minimum Guaranteed: N Amount <input type="text" value="(b)(4)"/> Option Line Item) 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015 Continued ...	1	LO		

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1005	Massachusetts Basic Services Option Period 1 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 270000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> Option Line Item 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015	270000	HR		
1006	Massachusetts Temporary Additional Services Option Period 1 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 3000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> Option Line Item 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015	3000	HR		(b)(4)
1007	Massachusetts Emergency Security Services Option Period 1 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> Option Line Item 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015	12000	HR		
1008	Massachusetts Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 1 <input type="text" value="(b)(4)"/> Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Continued ...	1	LO		

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015				
1009	New Hampshire Basic Services Option Period 1 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 60000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015	60000	HR		
1010	New Hampshire Temporary Additional Services Option Period 1 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015	2000	HR		(b)(4)
1011	New Hampshire Emergency Security Services Option Period 1 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2014 Continued ...	12000	HR		

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015				
1012	New Hampshire Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 1 (b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: (b)(4) \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015	1	LO		(b)(4)
1013	Vermont Basic Services Option Period 1 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 142000 Min. Amt: (b)(4) \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015	142000	HR		(b)(4)
1014	Vermont Temporary Additional Services Option Period 1 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: (b)(4) \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2014 Product/Service Code: S206 Continued ...	2000	HR		(b)(4)

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015				
1015	Vermont Emergency Security Services Option Period 1 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015	12000	HR		
1016	Vermont Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 1 (b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2014 to 05/31/2015	1	LO		(b)(4)
2001	Maine Basic Services Option Period 2 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 75000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016 Continued ...	75000	HR		

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002	Maine Temporary Additional Services Option Period 2 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: <input type="text" value="(b)(4)"/> Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016	2000	HR		
2003	Maine Emergency Security Services Option Period 2 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: <input type="text" value="(b)(4)"/> Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016	12000	HR		
2004	Maine Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 2 <input type="text" value="(b)(4)"/> Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: <input type="text" value="(b)(4)"/> Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016	1	LO		
2005	Massachusetts Basic Services Continued ...	270000	HR		

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Option Period 2 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 270000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> (Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016				
2006	Massachusetts Temporary Additional Services Option Period 2 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 3000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> (Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016	3000	HR		
2007	Massachusetts Emergency Security Services Option Period 2 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> (Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016	12000	HR		(b)(4)
2008	Massachusetts Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 2 <input type="text" value="(b)(4)"/> Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Continued ...	1	LO		

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount (b)(4) Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016				
2009	New Hampshire Basic Services Option Period 2 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 60000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount (b)(4) Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016	60000	HR		
2010	New Hampshire Temporary Additional Services Option Period 2 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount (b)(4) Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016	2000	HR		(b)(4)
2011	New Hampshire Emergency Security Services Option Period 2 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount (b)(4) Option Line Item) 06/01/2015 Product/Service Code: S206 Continued ...	12000	HR		

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PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016				
2012	<p>New Hampshire Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 2</p> <p>(b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012</p> <p>Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016</p>	1	LO		(b)(4)
2013	<p>Vermont Basic Services Option Period 2 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 142000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016</p>	142000	HR		
2014	<p>Vermont Temporary Additional Services Option Period 2 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2015 Product/Service Code: S206 Continued ...</p>	2000	HR		

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016				
2015	Vermont Emergency Security Services Option Period 2 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016	12000	H		
2016	Vermont Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 2 (b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2015 to 05/31/2016	1	L		(b)(4)
3001	Maine Basic Services Option Period 3 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 75000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Amount: (b)(4) Option Line Item) 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017 Continued ...	75000	H		

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PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3002	Maine Temporary Additional Services Option Period 3 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017	2000	HR		
3003	Maine Emergency Security Services Option Period 3 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017	12000	HR		(b)(4)
3004	Maine Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 3 (b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017	1	LO		
3005	Massachusetts Basic Services Continued ...	270000	HR		

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PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Option Period 3 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 270000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017				
3006	Massachusetts Temporary Additional Services Option Period 3 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 3000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017	3000	HR		
3007	Massachusetts Emergency Security Services Option Period 3 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017	12000	HR		(b)(4)
3008	Massachusetts Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 3 (b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Continued ...	1	LO		

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PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017				
3009	New Hampshire Basic Services Option Period 3 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 60000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017	60000	HR		(b)(4)
3010	New Hampshire Temporary Additional Services Option Period 3 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount (b)(4) Option Line Item) 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017	2000	HR		(b)(4)
3011	New Hampshire Emergency Security Services Option Period 3 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2016 Product/Service Code: S206 Continued ...	12000	HR		(b)(4)

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PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3012	<p>Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017</p> <p>New Hampshire Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 3</p> <p>(b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012</p> <p>Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4)</p> <p>Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017</p>	1	LO		(b)(4)
3013	<p>Vermont Basic Services Option Period 3 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 142000 Min. Amt: \$0.00 Max. Amount: (b)(4)</p> <p>Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017</p>	142000	HR		
3014	<p>Vermont Temporary Additional Services Option Period 3 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: \$0.00 Max. Amount: (b)(4)</p> <p>Minimum Guaranteed: N Amount (b)(4) Option Line Item) 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...</p>	2000	HR		

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PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/01/2016 to 05/31/2017				
3015	Vermont Emergency Security Services Option Period 3 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount (b)(4) Option Line Item) 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017	12000	HR		
3016	Vermont Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 3 (b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2016 to 05/31/2017	1	LO		(b)(4)
4001	Maine Basic Services Option Period 4 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 75000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018	75000	HR		
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PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4002	Maine Temporary Additional Services Option Period 4 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> (Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018	2000	HR		
4003	Maine Emergency Security Services Option Period 4 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> (Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018	12000	HR		(b)(4)
4004	Maine Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 4 <input type="text" value="(b)(4)"/> Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> (Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018	1	LO		
4005	Massachusetts Basic Services Option Period 4 Continued ...	270000	HR		

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PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 270000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> (Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018				
4006	Massachusetts Temporary Additional Services Option Period 4 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 3000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> (Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018	3000	HR		
4007	Massachusetts Emergency Security Services Option Period 4 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> (Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018	12000	HR		(b)(4)
4008	Massachusetts Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 4 <input type="text" value="(b)(4)"/> Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Continued ...	1	LO		

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PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) (Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018				
4009	New Hampshire Basic Services Option Period 4 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 60000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) (Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018	60000	HR		
4010	New Hampshire Temporary Additional Services Option Period 4 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) (Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018	2000	HR		(b)(4)
4011	New Hampshire Emergency Security Services Option Period 4 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) (Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...	12000	HR		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/01/2017 to 05/31/2018				
4012	<p>New Hampshire Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 4</p> <p>(b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012</p> <p>Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4)</p> <p>Minimum Guaranteed: N Amount (b)(4) Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018</p>	1	LO		
4013	<p>Vermont Basic Services Option Period 4 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 142000 Min. Amt: \$0.00 Max. Amount: (b)(4)</p> <p>Minimum Amount: (b)(4) Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018</p>	142000	HR		(b)(4)
4014	<p>Vermont Temporary Additional Services Option Period 4 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 2000 Min. Amt: \$0.00 Max. Amount: (b)(4)</p> <p>Minimum Amount: (b)(4) Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018 Continued ...</p>	2000	HR		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4015	Vermont Emergency Security Services Option Period 4 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 12000 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018	12000	HR		
4016	Vermont Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation Option Period 4 <input type="text" value="(b)(4)"/> fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> Option Line Item) 06/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2017 to 05/31/2018	1	LO		(b)(4)
5001	Maine Basic Services 6 Month Extension Period Pursuant to FAR 52.217-8 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 37500 Min. Amt: <input type="text" value="(b)(4)"/> \$0.00 Max. Amount: Minimum Guaranteed: N Amount: <input type="text" value="(b)(4)"/> Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018	37500	HR		
5002	Maine Temporary Additional Services Continued ...	1000	HR		

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PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	6 Month Extension Period Pursuant to FAR 52.217-8 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018				
5003	Maine Emergency Security Services 6 Month Extension Period Pursuant to FAR 52.217-8 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 6000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018	6000	HR		
5004	Maine Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation 6 Month Extension Period Pursuant to FAR 52.217-8. (b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018	1	LO		(b)(4)
5005	Massachusetts Basic Services 6 Month Extension Period Pursuant to FAR 52.217-8 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 135000 Continued ...	135000	HR		

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018				
5006	Massachusetts Temporary Additional Services 6 Month Extension Period Pursuant to FAR 52.217-8 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1500 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018	1500	HR		
5007	Massachusetts Emergency Security Services 6 Month Extension Period Pursuant to FAR 52.217-8 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 6000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018	6000	HR		(b)(4)
5008	Massachusetts Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation 6 Month Extension Period Pursuant to FAR 52.217-8. (b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Continued ...	1	LO		

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NAME OF OFFEROR OR CONTRACTOR
 PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018				
5009	New Hampshire Basic Services 6 Month Extension Period Pursuant to FAR 52.217-8 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 30000 (b)(4) \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018	30000	HR		
5010	New Hampshire Temporary Additional Services 6 Month Extension Period Pursuant to FAR 52.217-8 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1000 Min. Amt: (b)(4) \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018	1000	HR		(b)(4)
5011	New Hampshire Emergency Security Services 6 Month Extension Period Pursuant to FAR 52.217-8 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 6000 Min. Amt: (b)(4) \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018	6000	HR		
5012	New Hampshire Other Direct Costs (ODCs) in Continued ...	1	LO		

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	support of Continuity of Operations Plan Implementation 6 Month Extension Period Pursuant to FAR 52.217-8. (b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018				
5013	Vermont Basic Services 6 Month Extension Period Pursuant to FAR 52.217-8 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 71000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018	71000	HR		(b)(4)
5014	Vermont Temporary Additional Services 6 Month Extension Period Pursuant to FAR 52.217-8 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018	1000	HR		
5015	Vermont Emergency Security Services 6 Month Extension Period Pursuant to FAR 52.217-8 Award Type: Indefinite-quantity Continued ...	6000	HR		

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NAME OF OFFEROR OR CONTRACTOR

PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Min. Qty: N/A Max. Quantity: 6000 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018				
5016	Vermont Other Direct Costs (ODCs) in support of Continuity of Operations Plan Implementation 6 Month Extension Period Pursuant to FAR 52.217-8. (b)(4) Fixed Indirect Rate applied to all costs per Paragon Systems' price proposal submitted July 24, 2012 Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: 1 Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) 06/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/01/2018 to 11/30/2018 The total amount of award: \$115,884,605.00. The obligation for this award is shown in box 26.	1	LO		(b)(4)



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SECTION C – CONTRACT CLAUSES

SUB-SECTION C-1

FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Alt. I) (FEB 2012)

(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—



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(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.



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(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.

(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



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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.

(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



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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. Payment 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 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



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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 provides 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 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.



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(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: 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: None

(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.



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(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 meet 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);
 - (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.



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

(6)(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 32.607-2).

(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;

(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



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(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.

(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.



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(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



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remedies provided by law. If it is determined that the Government 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.



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- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (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 FAR 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; and (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 Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments,



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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 CCR accessed through <https://www.acquisition.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) (FEB 2012), 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.



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**SUB-SECTION C-2: ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND
CONDITIONS —COMMERCIAL ITEMS (Alternate I) (FEB 2012)**

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 located in Maine, Massachusetts, New Hampshire and Vermont. 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

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.

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 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.

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



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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 allowable wages or fringe benefits under the terms of the Service Contract Acts, 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 bona fide fringe benefits specifically called out in a collective



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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 periods under FAR 52.222-43(d), unless the Supervisory position is expressly covered under a Collective Bargaining Agreement or DOL Wage Determination. For Supervisory 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 option periods 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 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



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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 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



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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 PSOs 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 associated with COOP Implementation up to the Not-to-Exceed Amount specified in the 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 the Schedule of Supply/Services and Prices without authorization from the contracting officer.

05. PACKING AND MARKING



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A. 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.

B. 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.

06. INSPECTION AND ACCEPTANCE - 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.

07. CONTRACT TRANSITION AND PHASE-IN

Statement of Work, Section 2 includes a general statement that the Government will consider no less than a minimum of 90 days and no more than 180 days maximum for start-up, from contract award to start date. The firm requirement for this particular procurement is a contract transition of 120 from contract award to performance start date.

08. DELIVERIES OR PERFORMANCE - TERM OF CONTRACT

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".

09. 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



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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.”

10. CONTRACT ADMINISTRATION DATA

10A. SUBMISSION OF INVOICES – Invoices shall be submitted for payment within 30 days after completion of the prior month’s services. Invoices shall not contain any employee Personally Identifiable Information (PII). Invoices shall be submitted via one of the following three methods:

1. By mail:

NPPD-FPS-Region 1
DHS, NPPD
Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 1 Invoice

2. By facsimile (fax): # 802-288-7658. The invoice submission shall include a cover sheet with the contractor’s point of contact information and # of pages.

3. By e-mail: NPPDinvoice.consolidation@dhs.gov

The invoice number and FPS Region 1 shall be annotated in the subject line of the e-mail. Only (1) invoice shall be submitted per e-mail message. 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 Michael.DeCrescio@dhs.gov, the Contract Specialist at Nancy.Meghri@dhs.gov and the Contracting Officer’s Technical Representative at Jeffrey.Line@dhs.gov.



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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, (FEB 2012), the contractor shall annotate “FPS Region 1” 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.

10B. PAYMENTS

1. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later.

2. 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).

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

4. 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.



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

10C. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

1. Deductions for Failure to Provide Man-hours

a. 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.

b. 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.

c. 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 fully weighted hourly rate.

d. The Government may assess price deductions for each post hour where services are not rendered in accordance to the provisions of the contract (e.g. PSO on post but not properly equipped, certified or licensed).

e. 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.

2. Contractor Use of DHS Form 139, or Approved Alternate

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



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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.)

11. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

A. Contracting Officer (CO)

1. The CO for this RFP and resultant award is: Michael DeCrescio.
2. Administrative Contracting Officer(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: Jeffrey Line.
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, 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.



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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.

12. SUPPLEMENTAL CONTRACT CLAUSES

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

A. 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>

NUMBER	TITLE	DATE
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	DEC 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	JUL 2012
52.223-6	Drug-Free Workplace	MAY 2001
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	APR 2012
52.245-9	Use and Charges	APR 2012
3052.211-70	Index for Specifications	DEC 2003
3052.219-70	Small Business Subcontracting Reporting Program	JUN 2006
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
3052.242-72	Contracting Officer's Technical Representative	DEC 2003



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B. THE FOLLOWING CLAUSES ARE INCORPORATED BY FULL TEXT

**52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters
(FEB 2012)**

(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 via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

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

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also 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



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

(d) 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.

(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 \$100,000.00 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 555,000 hours;

(2) Any order for a combination of items in excess of 555,000 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.



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(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.

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 November 30, 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 \$100,000.00 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



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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)

- (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.

**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.

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

Sick Leave Required by Law:
13 days of sick leave per year



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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 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.

3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(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);



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(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.

(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.



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(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

**HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES
(JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or



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(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as



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provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

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

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.



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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.

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.



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(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:

(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.



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- (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.
- (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.



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(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.

(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.



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

Note: In accordance with paragraph (d)(4) above, award requests shall be submitted using Attachment 7.

C. 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



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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

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.

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



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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.
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].



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SUB-SECTION C-3

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (NOV 2012)

(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:

(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:

X (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). [

X (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). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (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).

X (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



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 X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

 (8) 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).

 (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

 X (10) 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).

 (11) [Reserved]

 (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

 (ii) Alternate I (Nov 2011).

 (iii) Alternate II (Nov 2011).

 (13)(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.

 X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

 X (15)(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.

 X (iii) Alternate II (Oct 2001) of 52.219-9.

 (iv) Alternate III (Jul 2010) of 52.219-9.

 (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

 (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).



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X (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(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.

X (20) 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).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).

__ (25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).



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X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989).

___ (35)(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)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (37)(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.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40)(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.



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- (iii) Alternate II (Jan 2004) of 52.225-3.
- (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 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).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (45) 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)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (51)(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.



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(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 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.



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(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 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.



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(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).

(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)

October 2011

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

Region 1

 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 VO₂ 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 10th 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

TOP SECRET

classification level

and Special Access Programs (SAP).

NOT APPLICABLE (N/A)

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) .

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 10th 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.

6.5.2.4 Government provided testing will take place at a location determined by the Government. Location subject to change on short-notice.

Primary Location: 10 Causeway Street, Boston, MA

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.

6.7.1.4 Government provided training and testing will take place at a location determined by the Government. Location subject to change on short-notice.
Primary Location: 10 Causeway Street, Boston, MA

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 90 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 Certification¹
- j. Mandatory Pre-Employment Drug Screening

¹ 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.

12.1.1.2 Contractor shall implement a quarterly PSO post rotation schedule among facilities in cities listed below:

Boston, MA

Burlington, MA

Burlington (including S. Burlington), VT

St. Albans VT

Williston, VT

Augusta, ME

Portland (including S. Portland), ME

Bangor, ME

Manchester, NH

Concord, NH

Government reserves right to request revision(s) to the post rotation requirement(s) during the period of performance. Should Government identify a need to revise rotation requirements, the CO and/or COTR shall contact the Contractor to discuss needs and implementation.

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 10th 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 10th 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

	Item²	Due on or by³	Section Reference
1	Transition Plan	7 calendar days after award	3.2
2	Training Plan	10 calendar days after award	3.3
3	Key Personnel Suitability Packages	10 calendar days after award	5.3.1.3
4	Quality Control Plan	15 calendar days after award	3.4
5	Contingency & Continuity of Operations Plan	15 calendar days after award	3.5
6	Transition Status Reports	Weekly; Monday by 10:00 am; until all action items closed	2.1.5 and/or 3.2
7	Business & Corporate Licenses	Prior to PSOs standing post	4
8	Certification Information	7 calendar days after completion of certification requirement	7.2
9	Training & Qualification Schedule	10 th day of each month, provided one month in advance	6.2
10	DHS 139	Weekly; Monday by 10:00 am	9.22

² All items due to Government unless otherwise noted.

³ All times are local time zone for COTR

11	Memorandum of invoice discrepancies	Weekly, Monday by 10:00 am	9.21.7
12	DHS 3155s (Offense and Incident Report)	Weekly; Monday by 10:00 am	9.17
13	Prohibited Items Reports	Weekly; Monday by 10:00 am	9.17
14	Quarterly Drug Screening Report	By 10 th day of January, April, July, October	5.2.4
15	Quarterly Inventory Report of Contractor Property	By 10 th day of January, April, July, October	14.1.3
16	Quarterly Inventory Report of Government Property	By 10 th day of January, April, July, October	13.3.6
17	Quarterly Quality Control Inspection Report	By 10 th day of January, April, July, October	15.1.4
18	Notification/Reporting of Adverse Information	Within 12 hours of any event requiring notification/reporting of adverse information	10.2
19	Deficiencies noted during Quality Control Inspections	Within 24 hours of any deficiencies noted during inspection.	15.1.5
20	Arrest Notifications	Within 12 hours of any event requiring notification/reporting of adverse information	10.2.2
21	Government-Provided Property	Within 5 calendar days of any event listed in paragraph 13.1.2.	13.1.2

22	Tennant-Provided Property	Within 5 calendar days of any event listed in paragraph 13.1.3.	13.1.3
23	Training, Medical, Suitability, Security and Personnel Records to Incoming Contractor	45 calendar days prior to end of performance period	2.2.2
24	Post Operations Log	Upon Request	9.3.6
25	Meeting Minutes	Within 7 calendar days after meeting date.	2.3.4

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Exhibit 2

List of Required Forms

Form	SOW Reference	Form Title	Location
	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)	
1. Contract Employee Information					
NAME: Last/Family		First/Given		Middle	Suffix
Social Security #	Date of Birth MMDYYYY	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
2. Contract Information					
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		
3. Project/Work Location Information (Government site where contractor is working)					
Building Name		GSA Building #	Building Address		
4. Type of Investigation Requested for: HSPD-12 PIV Card Credential					
<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)
5. Requesting Official (Sponsor) Information					
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 (<i>Staff use ONLY</i>) 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	Final Decision <input type="checkbox"/> eMail: COTR/ Requesting Official <input type="checkbox"/> eMail: Subject <input type="checkbox"/> eMail: Subject's Company POC
Date of INV	<input type="checkbox"/> CS Case <input type="checkbox"/> FD 258 RAP <input type="checkbox"/> Just	<input type="checkbox"/> Scanned/TIF	Final Date _____	
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

<p>Privacy Act Notice</p> <p>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.</p>	<p>Submission Information</p> <ol style="list-style-type: none"> 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:

	Name and Address of Institution	Dates Attended	Diploma or Certificate
High School			
College			
Technical			
Trade Schools			

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.

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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.

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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.

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.

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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.

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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.

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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

SECTION I - PERSONAL INFORMATION (Completed by Individual)			
FIRST NAME	MIDDLE NAME	LAST NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH	SEX	
HOME ADDRESS		ADDRESS 2	
CITY	STATE	ZIP	HOME PHONE
SECTION II - EMPLOYEE INFORMATION (Completed by Directorate Authorized Representative)			
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
SECTION III - SECURITY INFORMATION (Completed by Security Office)			
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"/> FEDERAL EMERGENCY RESPONSE OFFICIAL DESIGNATION		
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 <i>FERRO Designation</i>		
FERRO STRIPE AUTHORIZED FERRO STRIPE AUTHORIZED		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.

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

	Training	Frequency	Provider	Section Reference	Exhibit
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
Weapon Platform Change Training and Qualification (weapon platform change: revolver to semi-automatic pistol)	8	PSO must have a current qualification to complete Weapon Platform Training and Qualification. 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. Contractor must present: Handgun: a minimum six hours, familiarization fire, excluding associated down time; Shotgun: one qualification course of fire as training. Contractor must present qualification course of fire.

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.

Course of Fire (Handgun)				
STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
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.

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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"> a. Preliminary Investigation b. Crime Analysis c. GSA Form 1039, Record of Property Found d. GSA Form 252, Found Property Tag e. GSA Form 1789, Register of Visitors f. Arrival and Departures g. Officer and Inspectors Register h. Security Officers Hourly Report i. Special forms unique to the facility used in the performance of the Contract duties

Subject	Hours	Scope
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 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
 - **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.

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

Common Critical Tasks	
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.
Occasional Critical Tasks	
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)

VISION																							
QUESTIONS TO DETERMINE ELIGIBILITY			CIRCLE																				
<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 style="background-color: black; color: white;"> <th>Visual Aid</th> <th>Yes</th> <th>Used Most Frequently</th> <th>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				<p>Yes No</p>
Visual Aid	Yes	Used Most Frequently	Prescription Strength																				
Glasses																							
Soft Contact Lenses																							
Hard Contact Lenses																							
Gas Permeable Lenses																							
<p>2. Does candidate have 20/30 vision while using both eyes?</p>			<p>Yes No</p>																				
<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>																							
<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?</p>			<p>Yes No</p>																				
<p>5. Does candidate exhibit normal color vision?</p>			<p>Yes No</p>																				
<p>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.</p>			<p>Yes No</p>																				
<p>7. Use this section to explain any limiting factors or why candidate does not meet above requirements for vision.</p>																							

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 average 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? Left _____ Right _____ What is difference between 500 to 3000 Hz range? _____db Required: Test candidate further for sound localization deficiency if difference exceeds 15 db. What is the difference between 4000 to 5000 Hz range? _____ db Required: Test candidate further for sound localization deficiency if difference exceeds 30 db.	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		
QUESTIONS TO DETERMINE ELIGIBILITY	CIRCLE	
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.		

Attachment 1: PSO Functions and Task

PSO Specific Tasks (6 Core Areas/84 total tasks)	
These tasks entail the minimum set of specific tasks all PSOs are expected to perform	
Access Control	
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.
Screening	
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.
Visitor Processing	
1	Verify proper identification of visitors required for issuance of visitor badges.
2	Process visitors.
Patrol and Response	
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.
Control Center Operations	
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.
Common Tasks	
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.

Attachment 2: Physical Abilities Testing Manual

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 VO₂max 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

Attachment 2: Physical Abilities Testing Manual

Calculations:

Estimating Resting Heart Rate*		
Age and Health Condition	Male	Female
*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:

Attachment 2: Physical Abilities Testing Manual

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				

Attachment 2: Physical Abilities Testing Manual

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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Attachment 2: Physical Abilities Testing Manual

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

Attachment 2: Physical Abilities Testing Manual

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.

Attachment 2: Physical Abilities Testing Manual

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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Attachment 2: Physical Abilities Testing Manual

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.

Attachment 2: Physical Abilities Testing Manual

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:

$$\text{METmax} = \frac{\text{HRR} [(\text{MET Cost of Stage}) - 1] + 1}{\text{FHR} - \text{RHR}}$$

$$\text{MET Cost of Stage} = [22.86 \times (0.1 + 1.8 \times G)] + 1 \text{ @ 3 mph}$$

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:

Specifications	.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 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:

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	*

* 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
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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
* Information will be provided by COTR			

Exhibit 9F

FORM I-9: Lists of Acceptable Documents

LISTS OF ACCEPTABLE DOCUMENTS		
All documents must be unexpired		
LIST A	LIST B	LIST C
Documents that Establish Both Identity and Employment Authorization	Documents that Establish Identity	Documents that Establish Employment Authorization
	OR	AND
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card 	<ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 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
<ol style="list-style-type: none"> 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 	<ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
<ol style="list-style-type: none"> 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 	<ol style="list-style-type: none"> 3. School ID card with a photograph 	<ol style="list-style-type: none"> 3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
<ol style="list-style-type: none"> 4. Employment Authorization Document that contains a photograph (Form I-766) 	<ol style="list-style-type: none"> 4. Voter's registration card 	<ol style="list-style-type: none"> 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
<ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 5. U.S. Military card or draft record 	<ol style="list-style-type: none"> 5. Native American tribal document
<ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 6. Military dependent's ID card 	<ol style="list-style-type: none"> 6. U.S. Citizen ID Card (Form I-197)
	For persons under age 18 who are unable to present a document listed above:	<ol style="list-style-type: none"> 7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
	<ol style="list-style-type: none"> 10. School record or report card 	<ol style="list-style-type: none"> 8. Employment authorization document issued by the Department of Homeland Security
	<ol style="list-style-type: none"> 11. Clinic, doctor, or hospital record 	
	<ol style="list-style-type: none"> 12. Day-care or nursery school record 	

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

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)).

Pages 250 through 259 redacted for the following reasons:

(b)(7)e, (b)(7)f

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-2012-5243
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State: Massachusetts

Area: Statewide

Employed on Department of Homeland Security, Federal Protective Service contract for Protective Security Officer Services in the states of Maine, Massachusetts and New Hampshire under contract HSCEE1-08-A-00001.

Collective Bargaining Agreement between contractor: MVM, Inc., and union: International Union, United Government Security Officers Local 273, effective 8/18/2012 through 8/17/2013.

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).

AGREEMENT

Between



MVM, Inc.

And the

International Union, United Government Security Officers

of America (UGSOA) and its Local 273

From August 18, 2012 to August 17, 2013

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PREAMBLE

THIS AGREEMENT is executed by and between MVM, Inc., hereinafter referred to as the "Employer" or "Company" and the International Union, United Government Security Officers of America (UGSOA) and its Local 273 hereinafter referred to as the as the "Union."

ARTICLE #1 RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular part-time security officers assigned to the Federal Protective Service ("Government" or "Client") at the following facilities.

In Maine: GSA Muskie FB and SSA/ODAR, 40 Western Ave, Augusta, ME; SSA/DO Waterville, 14 Colby Street, Waterville, ME; SSA/DO Auburn, 600 Turner St. Suite 5, Auburn, ME; SSA/DO Augusta, 330 Civic Center Dr., Augusta, ME; USAO Portland, 100 Middle Street, Portland, ME; SSA/DO Rockland, 231 Park Street, Rockland, ME; SSA/ODAR Portland, 1 Portland Square, Portland, ME; SSA/DO Saco, 110 Main Street, Saco, ME; DHS/USCIS South Portland, 176 Gannett Drive, South Portland, ME; and IRS Lewiston 217 Main St. Lewiston, ME.

In Massachusetts: GSA Williams USCG Bldg., Atlantic Avenue Boston, MA; GSA McCormack FB, Post Office Square, Boston, MA; GSA JFK FB, Government Center Boston, MA; GSA O'Neill FB and SSA DO (Rm. 148), Boston 10 Causeway St. Boston, MA; SSA ODAR, 1 Bowdoin Square, Boston, MA; EPA Chelmsford, 11 Technology Drive Chelmsford, MA; DHS/FEMA 99 High Street Boston, MA; and SSA DO Roxbury, 10 Malcolm X Blvd Roxbury, MA.

In NH : IRS Laconia, 719 Main St. Laconia, NH; GSA Cleveland FB 55 Pleasant St. Concord, NH; SSA District Office Littleton, 117 Main St. Littleton, NH; GSA McIntyre FB and SSA/DO McIntyre FB, Portsmouth 80 Daniels St. Portsmouth, NH; GSA Norris Cotton FB, 275 Chestnut St. Manchester, NH; SSA District Office Keene, 34 Mechanic St. Keene, NH; SSA/ODAR Manchester, 1750 Elm St. Manchester, NH; SSA District Office Nashua, 175 Amherst St. Nashua, NH; SSA District Office Concord, 70 Commercial St. Concord, NH; IRS Manchester, Elm St. Manchester, NH; and DHS/USCIS Bedford, 6 Ridgewood Dr. Bedford, NH.

Each of which shall be referred to as a site within a Location and those employed by Employer pursuant to its Contract with the Government for the provision of security at said facilities, but excluding all managers, supervisors, office and/or clerical employees, temporarily assigned employees, substitute employees, and all non-security employees of the Employer

- B. It is expressly understood that non-bargaining unit employees may perform bargaining unit work in critical or emergency situations, as determined at the discretion of the Employer and

as allowed by the Government. At ninety (90) days if the emergency necessitates continuance of additional work, the non-bargaining unit workers will be subject to all provisions of this agreement. Excluded are those stated in paragraph A above.

ARTICLE #2 MANAGEMENT RIGHTS

- A. Except as otherwise abridged by the provisions of this agreement, the Employer shall retain all normal and inherent business rights, powers, and authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to:
1. Manage its operations and to direct and assign the work force;
 2. Determine and change the methods and manner in which services are provided;
 3. Introduce new methods or improved methods of operation;
 4. Determine the extent to which and the manner and means its business will be operated or shut down in whole or in part;
 5. Determine whether and to what extent any work shall be performed by employees and how it shall be performed if required for the performance of their duties;
 6. Select, hire, promote, permanently or temporarily transfer regardless of the location, demote, layoff, assign, train, suspend, terminate and discipline employees for sound business reasons;
 7. Select and determine supervisory employees;
 8. Bid or not bid, or to rebid or to not rebid, the Contract with the Government;
 9. Determine starting times, quitting times, schedules and shifts;
 10. Reasonably determine and change methods and means by which operations are to be carried on;
 11. Establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct, and to adopt new policies, work rules, regulations, practices and standards/codes of conduct;
 12. Assign duties to employees in accordance with the needs or requirements of the Government and the Employer, as determined by the Employer or the Government, and any other rights not specifically restricted by this Agreement.

- B. The exercise of the foregoing powers and rights, together with the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates of the Government. Moreover, the Company agrees to provide 30 days advance notice of any changes (if said notice is available), and to meet with the Union and confer with respect to said changes over policies and all terms of employment considered mandatory under the NLRA. All prior practices established between any of the employees and current and prior unions or employers prior to the effective date of this agreement are of no force and effect and are not binding upon the Employer.

ARTICLE #3 CLASSIFICATIONS

- A. Full-time Employees are those employees who are classified as Full-time by the Employer and are regularly scheduled to work: in the State of ME, thirty-one (31) hours or more per continuous seven (7) day period, per calendar year; in the Commonwealth of MA and State of NH, thirty-six (36) hours or more per continuous seven (7) day period, per calendar year.
- B. Part-time Employees are those employees who are classified as Part-time by the Employer and are regularly scheduled to work: in the State of ME, thirty-one (31) hours or more per continuous seven (7) day period, per calendar year; in the Commonwealth of MA and State of NH, less than thirty-six (36) hours per continuous seven (7) day period, per calendar year. Part-time employees are eligible for holiday pay, vacation leave benefits, sick leave, and all other benefits, on a pro rata basis in proportion to the hours they work.
- C. Part-time employees are employees who are regularly scheduled for less than thirty one/thirty six (31/36) hours, as described in A. and B. above, based on the needs of the operation to fill unplanned open post, scheduled vacation or extended absence due to illness, injury or other emergencies. Part-time employees must provide their scheduled availability for each month, in writing to their supervisor, thirty (30) days in advance of each month and be available to meet unexpected open post by providing the employer a telephone and or email were they can be reached. Failure to respond to calls (answer an incoming call and/or return a voice or email within 24 hours) or report to work, on three consecutive occasions during a ninety (90) day period, will be grounds for disciplinary action up and including termination of employment.

ARTICLE #4 SENIORITY

- A. Seniority shall be the length of continuous service from the employee's last date of hire as a security officer on the Contract for the Employer or any preceding employer, regardless of whether the employee is a full-time or part-time employee. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, transfers, vacation schedules, extra work, overtime, assignment to new Client sites and any other terms and conditions of employment expressly bargained in this Agreement.

- B. Newly hired full-time employees, including employees hired from any predecessor or incumbent contractor, shall be regarded as probationary employees for the first ninety (90) days of work. Newly hired part-time Employees shall be regarded as probationary employees for the first one hundred and twenty (120) days of work. During their probationary period, probationary employees shall not accrue seniority under this Agreement, nor shall they be eligible for benefits except to the extent specifically required by law. The Employer shall have the right on its own or when directed by the Government to discipline, layoff, transfer, suspend, or terminate probationary Employees without limitation by the provisions of this Agreement. Such employees shall not have any recourse to the grievance procedure contained herein to challenge or object to any action by the Employer. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's most recent date of hire. Seniority of employees with the same hire date shall be ranked by month and date of birth (not year), with ties broken by birth date.
- C. Separate seniority lists for each Location will be posted and maintained by the Employer and shall be made available to the Union upon request. The lists shall note seniority by Contract and seniority by building. The Employer shall update these lists twice a year.
- D. Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employer's official records.
- E. The seniority of an Employee shall be terminated for any of the following reasons:
 - 1. The employee quits or retires;
 - 2. The employee is discharged for just cause; or
 - 3. The employee is laid off for a continuous period of one hundred eighty (180) days;
- F. Any bargaining unit employee who is transferred to a non-bargaining unit position after the effective date of this Agreement, and is later returned to the bargaining unit, shall be credited with all seniority he/she had as of the time before he/she transferred out of the bargaining unit.

ARTICLE #5
TRANSFER, LAYOFF AND RECALL

- A. Whenever it is necessary to lay off employees assigned to a site within the jurisdiction of this Agreement, as determined in the sole discretion of the Employer or the Government, or in the event the Employer's Contract(s) for providing security services for the Government is terminated, not extended, or not renewed, the Employer may layoff part-time, and/or full-time employees, as it deems necessary, in the following manner:

1. When full-time positions are being reduced, full-time employees will be laid-off as follows:

- a) Probationary employees working at a site within the jurisdiction of this agreement in the affected State/Commonwealth at which the reduction is to be made shall be laid-off first;
- b) Should it be necessary to further reduce the work force, part-time employees at the affected site within the jurisdiction of this agreement in the affected State/Commonwealth shall then be laid off in the inverse order of their seniority;
- c) Should it be necessary to further reduce the work force, full-time employees at the affected site within the jurisdiction of this agreement in the affected State/Commonwealth shall then be laid-off in the inverse order of their seniority; and
- d) Full-time employees facing layoff shall have the right to assume a part-time position, if any exist and are open. Additionally, full-time incumbents may be placed in part-time positions and part-time incumbents may be laid-off to satisfy any layoff requirement.

2. When part-time positions are being reduced, part-time employees will be laid-off as follows:

- a) Probationary employees working at the affected site within the jurisdiction of this agreement in the affected State/Commonwealth at which the reduction is to be made shall be laid off first;
- b) Should it be necessary to further reduce the work force of part-time employees at the affected site within the jurisdiction of this agreement in the affected State/Commonwealth, they will be laid off in the inverse order of their seniority.

3. In the event of a layoff of full-time or part-time employees, the following shall apply:

- a) If a non-probationary full-time employee is laid off, he or she may displace the most junior full-time or part-time employee, in terms of seniority, on the Contract.
- b) If a non-probationary part-time employee is laid-off, he or she may displace the most junior part-time employee, in terms of seniority, on the Contract.
- c) Part-time employees shall not displace full-time employees under this article for any circumstance.

B. Employees who have been laid-off, or transferred to another Location covered by this Agreement by reason of a reduction in the work force, will be recalled, without recourse, to work in the reverse order in which they were laid-off or transferred. Should an employee be transferred to another Location in lieu of layoff by reason of a reduction in work force, or

otherwise involuntarily transferred, said employee shall receive the rate of pay applicable to the position at the site to which he/she is transferred. Additionally, that employee shall not lose his accrued seniority upon commencing work at the new site.

- C. Laid-off employees will be recalled in accordance with this Agreement to available positions within the State/Commonwealth before new employees are hired. Laid-off employees declining recalls to their "home site," defined as a position located within fifty (50) miles of the location (within the State/Commonwealth) from which they were laid off will be deemed to have voluntarily resigned their employment. Laid-off employees are not eligible for any compensation, other than required unemployment compensation from the Employer.
- D. Employer shall have the sole right to involuntarily transfer an employee from one site to another under the Contract with Client, but within the jurisdiction of this agreement in the affected State/Commonwealth under the Government Contract to comply with the Client's request or to maintain order, for sound business reasons, subject to all provisions of this agreement.
- E. Employer agrees to provide notice of at least two weeks before assigning an employee to a new Client post within the jurisdiction of this agreement in the affected State/Commonwealth under the Government Contract, defined as one that does not exist at the time this Agreement is signed by the parties; provided, however, that this Section shall not apply where the Employer does not receive at least two weeks' notice of the new location from the Client.

ARTICLE #6 JOB OPPORTUNITIES

- A. If a vacancy occurs in an existing position covered by this Agreement, and the Employer chooses to fill that vacancy, the Employer shall post the job for a period of five (5) working days (excluding Saturdays, Sundays, and Holidays). Should the filling of a vacancy under this Article create a second vacancy, that vacancy shall be filled under this Article, as well. Subsequent vacancies created by application of the above, however, need not be posted.
- B. Any employee who wishes to apply for the open position shall do so in writing during the posting period, if there is a posting period for the position. The Employer will consider all applications received, and will fill the position as it deems to be in the best interest of its operations and of the needs of the Government.
- C. In the interest of maintaining continuing operations, the Employer may temporarily assign an employee to a vacant or new position until the job is filled according to this Article.

ARTICLE #7
GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement. The term "days" shall not include Saturday, Sunday and holidays when used in this Article. Grievances may be filed electronically, and by the union on behalf of its members.
- B. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an Employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

The parties agree that any employee having a complaint, or an employee designated by a group of employees having a complaint, is encouraged to discuss the complaint with the appropriate supervisor prior to filing a grievance. The employee may be accompanied by a Union representative if the employee so desires. The supervisor shall attempt to answer the complaint promptly, either orally or in writing.

No grievance may be filed or processed based upon facts or events which have occurred more than ten (10) working days before the grievance is reduced to writing.

- C. All grievances shall be presented and processed in accordance with the following procedure:
1. Step One – Every effort will be made by the Employer and the Union to resolve employee concerns through informal discussion. If the grievance is not resolved informally between the employee(s) and the appropriate supervisor, the grievance shall be reduced to writing in the form provided by the Employer and presented to the Project Manager within ten (10) working days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee or the union representative and shall set forth the nature of the grievance, the article of the CBA violated including an appropriate justification for redress, and the adjustment sought if known. The employee, the Union representative and the employer's Project Manager (or his/her designee) shall meet to discuss the grievance. The Project Manager shall give a written decision to the grievant within ten (10) working days after the receipt of the grievance.
 2. Step Two - If the grievance is not resolved at Step One, the grieving employee must refer the grievance to the Union and to the Employer's Director of Human Resources, if at all, within ten (10) working days after the completion of Step One. The grievance must be forwarded to the Employer's Director of Human Resources (or his/her designee). The

Director (or his/her designee) may confer with the grievant and the Union representative, either via e-mail, in person, or by telephone, to discuss the grievance. The Director (or his/her designee) shall give a written decision to the grievant and the Union within ten (10) working days after receipt of the grievance.

3. Step Three - Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Two may be submitted to arbitration by the Employer or the Union by submitting a written request therefore to the other party within ten (10) working days after the completion of Step Two. Service of a request for arbitration upon the Employer must be made upon the Director of Human Resources (or his/her designee). If service of such request is not completed within ten (10) working days of the completion of Step Two, the grievance shall be of no further force and effect, and shall be invalid, for all purposes, and, specifically, shall not be arbitrable.
4. Only the Union (i.e., no individual grievant) may move a grievance to Step Three. The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) employee at Step 1 of the grievance procedure.
5. No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Employer's Contract(s) with the Government, or the Employer's adherence to a written request of the Government, shall be processed to Step Three because those matters are not arbitrable, nor shall the discipline, layoff, transfer, suspension or termination of a probationary employee or any other matters specified in this Agreement as not being grievable be within the arbitrator's jurisdiction.
6. The Company or the Union's failure to follow the express steps of the procedure set forth in this Article shall render the grievance not arbitrable.
7. Prior to the arbitration, the Employer and the Union, and their representatives, if applicable, agree to meet via e-mail, telephonically or in person to attempt to clarify the issues and resolve the grievance in question.
8. Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the receipt of the request for arbitration, the arbitrator shall be selected in accordance with the procedures of the American Arbitration Association. The location of the hearing shall be at a mutually agreed upon location.
9. The Employer and the Union may request written clarification of the nature of the grievance, and the basis for the grievance, at any time, and neither party shall unreasonably withhold such clarification.
10. The arbitrator's fee and expenses, including the cost of any hearing room, shall be borne by both parties in equal amounts. The expenses and compensation of any witness or other participant shall not be paid by the Employer, unless the witness or participant is called

by Employer. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

11. The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement or the Contract; (b) establish or modify any wage rate; (c) or construe this Agreement to limit the Employer's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply law, including but not limited to the requirement of the Service Contract Act and implications of Wage Determinations as well as any other legal obligation referred to in this Agreement; or (e) consider any matter or substitute his/her judgment for that of the Government regarding a request of the Government.
12. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than ten (10) days and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received, but with the exception of income earned by the employee from a position that he or she held at the time of the discipline), as well as being fully adjusted by any failure on the employee's part to attempt to mitigate his/her damages. Interest, punitive damages, attorney fees and/or front pay shall not be awardable by the arbitrator. Any award of reinstatement shall be subject to the Government permitting the employee to return to work. Should the Government refuse to allow the employee to return to work, any award of reinstatement shall be of no force and effect, and shall not be binding on the Employer.

ARTICLE #8 DISCIPLINE

- A. After completion of the probationary period, no employee shall be dismissed or otherwise disciplined without just cause unless the employee is removed from working under the Employer's Contract with the Government by the Government, at the request of the Government, or if the employee's credentials are denied or withdrawn by the Government. Should a non-probationary employee wish to contest a dismissal made by the Employer (i.e., not due to an action or request of the Government), a written notice thereof shall be given to the Employer within seven (7) days of the dismissal (excluding Saturdays and Sundays) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step 2, as provided in Article #7 of this Agreement.
- B. The Company's management approach includes adhering to a sound and corrective disciplinary process. There are, generally, three levels of corrective action. The levels are:
 1. Verbal warning documented in file;
 2. Written warning;

3. Suspension without pay;
4. Termination.

However, the Employer is not limited to these levels of discipline, and may impose different corrective action, such as remedial or additional training, in its discretion. The Employer also reserves the right to institute discipline against employees beginning at any of these levels, based upon the severity of the infraction and the employee's personnel record, as determined by the Employer.

Repeated violations, regardless of their nature will not be tolerated. Once warned, employees are expected to improve their performance and/or behavior.

C. Among the actions which shall be deemed inappropriate by the Employer, and which may result in and establish just cause for discipline, up to and including immediate dismissal, shall include violating the provisions contained in the Employer's current Standards of Conduct, the Government's performance standards as described in the contract between the Employer and the Government and the Security Guard Information Manual, any other provision of the government contract, and the applicable Post Orders. The Employer agrees to make available for inspection at each Location a copy of these documents to the Union and employees, upon request. Additionally, examples of prohibited conduct shall include the following:

1. Abuse of authority;
2. Neglect of duties;
3. Breach of security;
4. Breach of the chain of command for Union business while on duty or at anytime without presenting concerns or issue to management first, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the Contracting Officer;
5. Conduct which impugns or disparages the Government or its agents, or the Employer or its agent, to the Government or to other third parties;
6. Criminal misconduct;
7. Absence from work for three (3) consecutive working days without advising the Employer and not giving reasons acceptable to the Employer for such absence, or a similar absence on three non-consecutive work days within any sixty-five calendar day period;
8. Failure to return to work within three working days after receipt of the Employer's notice of recall by certified mail to the last known address of such employee as shown in the Employer's records;

9. Overstaying a leave of absence or a vacation without permission from the Employer;
 10. Giving a false reason for obtaining a leave of absence or being absent without approval;
 11. Having credentials withdrawn by the Government, or having the Government ask that the employee be removed from working under the Employer's Contract with the Government; and
 12. Failing to maintain or satisfy current physical or medical requirements, including but not limited to satisfying any and all medical or physical requirements or standards of the Government and the Employer.
 13. Abandoning a post or leaving Federal property without proper authorization or completing applicable documentation.
 14. Failing to properly secure a weapon in an approved weapons storage container when the weapon is not on your person.
- D. Acknowledgement of receipt of discipline shall not constitute admission of guilt on the part of the employee. Furthermore, the Employer shall forward a copy of every disciplinary notice to the Chief Steward upon request of the employee.

ARTICLE #9 TRAINING

- A. Employer shall pay the cost of Federal, State, or Client-mandated training and shall compensate employees at their regular straight-time hourly rate for actual time spent training.
- B. Employees will be required to attend training programs and seminars that the Employer may offer from time-to-time in order to improve the services offered, as well as the skills of the employees. The Employer shall provide at least two weeks notice for training. The training programs shall be paid by the Employer. Employees who are not available for scheduled training due to an emergency or leave pursuant to this Agreement will make-up said training at the time and place identified by the Employer anywhere within seventy-five (75) miles of the employee's Location; provided, however, that employees are required to attend all training programs related to qualifications for working on the Contract or licensing requirements on the dates and times scheduled by MVM and/or the Government, regardless of any conflicts with the dates and times they have.

ARTICLE #10
HOURS OF WORK AND OVERTIME

- A. For the purpose of this Article, a regular workweek of thirty-six (36) hours of work, including lunch periods, shall constitute a normal full-time workweek for full-time employees. Employees scheduled to work for full eight (8) hour shifts shall normally receive an unpaid lunch period of at least thirty (30) minutes, not more than five (5) hours into the shift. Employees scheduled to work full twelve (12) hour shifts shall normally receive an unpaid lunch period of at least thirty (30) minutes, not more than seven (7) hours into the shift. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Employer or the Government. Where practicable, the Employer shall provide notice to the Union in advance of any schedule change. To the degree that shifts and schedule times are within its control, the Employer shall advise the Union in advance of any change. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week.
- B. An overtime rate of one and one-half (1.5) of an employee's base pay (as defined in Appendix A to this Agreement) shall be paid for all hours worked in excess of forty (40) hours in a workweek. The Company will comply with all State and Federal laws concerning overtime.
- C. Scheduled overtime shall be posted and distributed to all employees in an equitable and fair basis. In that regard, the Employer will post an overtime list at each Location covered by this Agreement. Any unit employee may sign up on any of the lists to be called for overtime opportunities. Employees may join or remove themselves from any voluntary overtime list at any time.
1. Overtime will be distributed by building, beginning with the most senior employee in that building on the list of employees volunteering to serve overtime. If that employee agrees to work overtime on a particular occasion or declines to work overtime, he or she shall cycle to the bottom of the building seniority list. When the next overtime opportunity arises, the person, on the list, at the top of the building seniority list shall be called, and shall thereafter cycle to the bottom of the list. This list shall continue to revolve. If the Employer is unable to reach the employee when he or she is reached on the overtime list, he or she shall not lose their place on the list, and shall remain there until they work or refuse to work overtime.
 2. If the Employer is unable to obtain any employees in that building to work overtime, the Employer will then look at the building's overtime list and call those employees who work in other buildings, in order of their seniority, in accordance with the same procedure described in the preceding paragraph. If the Employer still is unable to obtain anyone to cover the overtime obligation, the Employer retains the right to assign and require the least senior personnel within the building to work the required overtime.
 3. In critical and/or emergency circumstances, as determined by the Government and/or the Employer, employees may be assigned from any building to provide the necessary post

coverage without regard to the seniority process or, as determined by the Employer and/or the Government, supervisors or subcontractors may be assigned to provide the necessary post coverage. Should temporary assignments under emergency conditions exceed ninety (90 days), the non-bargaining unit workers will be subject to all provisions of this agreement, excluding all managers, supervisors, office and/or clerical employees.

4. The Employer further agrees to make overtime lists available to the Union, upon request.
 5. All overtime shifts at the 99 High Street and the Williams Building worksite shall be distributed via the overtime list at the EPA-Boston worksite. All overtime for One Bowdoin Square shall be distributed via the overtime list at the O'Neill worksite.
- D. Hours of work for part-time employees shall be determined by the Employer, subject to Government requirements and approval, to ensure the orderly and efficient operation of government security services. Failure to accept assignments when not excused by the Project Manager or pursuant to a leave provision of this Agreement shall be grounds for discipline up to and including discharge.
- E. Provided the Employer provides the Union with at least two (2) weeks prior notice, each employee may be required to use an electronic sign in/out attendance system when reporting for duty. This form of reporting will be used to check in and out for lunch if the employee leaves the post or building, and to check out at the end of the employee's shift. Each employee shall be responsible for reporting in and out for attendance purposes. If the electronic system is not in use, the same requirement applies to a manual procedure. Moreover, the parties agree that all unit members must properly complete and sign a Government Form 139 on a daily basis in order for them to be paid, and that all employees are not entitled to be paid until such a form is properly completed.
- F. Under normal circumstances, there shall be two fifteen (15) minute paid rest periods for each eight-hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. The supervisors will coordinate the scheduling of breaks. Working during one's break without prior approval from a supervisor shall not constitute overtime pay. For each twelve (12) hour shift, there shall be three fifteen (15) minute paid rest periods when properly relieved, and one (1) thirty minute unpaid lunch.
- G. Schedules, whenever possible, will be posted three (3) weeks in advance, except that holiday schedules will be posted four (4) weeks in advance, whenever possible.

When changes to the schedules are necessary, the Employer agrees to give as much notice as possible. An employee is required to notify the designated call-in site, as designated by the Employer, whenever he/she will not be reporting for work, in the following manner: (2) two hours before the shift begins, if it begins between 6:00 a.m. at 8:00 a.m.; and (4) four hours before his shift begins, for all other shifts.

E. WAGES / SHIFT DIFFERENTIAL

1. The hourly rate of pay for each employee is set forth in Appendix A of this Agreement which is attached hereto and incorporated herein by reference.
2. Shift Differential - All work performed on assigned shift between the hours of 1800 to 0600 Monday through Friday and worked on weekend shifts, defined as time worked between 12:01 a.m. on Saturday and 11:59 p.m. on Sunday shall be paid at the employees regular hourly rate plus the shift differential rate indicated in Appendix A. Work started in one period will not be paid shift differential for the following period if staying over for any period less than four (4) hours.
3. The shifts hours will be as indicated:

Day Shift: 0600 Hours to 1800 Hours
Night Shift: 1800 Hours to 0600 Hours
4. Schedule shifts that start within one shift and end in the next will continue to be paid at the rate of the shift in which work started.

ARTICLE #11
HOLIDAYS

- A. Whenever the term "holiday" is used it shall mean the Federally recognized holidays of:

New Year's Day	Martin Luther King, Jr.'s Birthday
Presidents' Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Christmas Day	

- B. A full-time employee who is not required to work on a holiday shall be paid eight (8) hours of holiday pay at his/her base hourly straight time rate, exclusive of any shift or overtime premium. An employee who is on unpaid leave of absence shall not receive holiday pay.
- C. Any full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and in addition shall receive eight (8) hours holiday pay providing the employee meets the requirements of Paragraph B, above.
- D. An employee who is scheduled to work on a holiday and fails to report for the scheduled work shall forfeit the holiday pay if they are absent the day prior too or after the holiday.
- E. Employees who are absent the day prior to or day after the holiday may submit documentation to justify payment for the holiday. However, it is understood that the

employer shall have sole discretion to determine if the employee will be paid for the holiday. Approvals made by the Employer will not be basis for establishing precedence as each case will be evaluated on its merits and individual circumstances.

- F. Any regular part-time employee who works as scheduled on a holiday shall receive the employee's regular rate of pay for all hours worked plus prorated holiday pay based on the prior week's hours of work.
- G. Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in Paragraph B, above, shall be paid only a proration of the full-time benefit based on their prior week's hours of work divided by forty (40).
- H. All Holidays will be observed on the day that the Federal Government recognizes the Holiday.

ARTICLE #12 VACATIONS

- A. Upon completion of one year of service under the service contract, fulltime employees covered by this Agreement shall as of their anniversary date have earned two (2) weeks or 80 hours of paid vacation per year.
- B. Full-time employees covered by this Agreement who have been continuously employed under the Contract for more than five (5) years shall as of their anniversary date begin to earn three (3) weeks paid vacation per year.
- C. Full-time employees covered by this Agreement who have been continuously employed under the Contract for more than fifteen (15) years shall as of their anniversary date begin to earn four (4) weeks paid vacation per year.
- D. Part-time employees shall earn vacation leave on a pro rata basis.
- E. Consistent with Company approval, efficiency, and economy of operations, employees with two (2) or more weeks' vacation may take their vacation in segments of less than one (1) week each, with prior approval of his supervisor and the Project Manager.
- F. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date and based upon seniority per Location; vacation assignments are exclusively reserved for determination by the Company in order to ensure the orderly operations of the customer's facilities. The Company shall solicit vacation bids by seniority in May and November.
- G. If vacation is not scheduled by the Employee, the Employer may schedule vacation using reverse seniority for the time slots available. Cash out in lieu of vacation is not permitted unless the employee is prevented from taking vacation due to the operational needs of the contract.

Employees may carry over a maximum of forty (40) hours to the next year. Earned vacation may not exceed the employee's entitlement and forty (40) hours.

- H. At the sole discretion of the State Supervisor or his designee, in case of an emergency an employee may be permitted to use vacation to cover a personal absence. This section is not subject to the grievance procedure or arbitration.

ARTICLE #13 OTHER LEAVES

- A. Full-time employees shall be entitled to receive up to three (3) days of paid leave per Government contract year for purposes of serving on a trial or grand jury. In order to be paid for the benefit, an employee must provide the Site Supervisor with a copy of the applicable notice for jury duty service seven (7) days before the commencement of jury service and (b) submit a check for all compensation received (service, fee, mileage, etc.) to Employer within five (5) days of the employee's return to work from jury service. The employee will be compensated for the jury service in their next paycheck. Part-time employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.
- B. The Employer and the Union encourage employees to fulfill their civic responsibilities by voting in elections. Employees who choose to vote are encouraged to make reasonable efforts to do so at times that does not interfere with their work schedules. The Employer shall comply with all applicable laws that pertain to voting rights.
- C. An Employee who has exhausted or does not have leave may be granted up to three (3) days leave without pay per government contract year for reasons covered by applicable state laws, provided that he or she meets the qualification requirements of that law. Any Employee who is unable to report to work and seeks to utilize leave under this law must notify his or her Location Manager at least four (4) hours prior to the beginning of his scheduled shift.
- ~~D. Military Leave: An employee shall be granted a Military Leave of Absence in accordance with the Uniformed Services Employment and Reemployment Rights Act, and any applicable state law.~~
- E. Personal Leave: Unpaid personal leaves of absences for emergency or extenuating circumstances not to exceed thirty (30) calendar days per contract year may be granted at the discretion of the Employer without loss of seniority. Prior to granting a personal leave the employee must have exhausted all paid leave. All leaves must be submitted on a form 600 – 1. No leaves are considered approved until a copy of the 600 – 1 is returned to the employee indicating said approval. This section is not subject to the grievance procedure or arbitration.

ARTICLE #14
FAMILY AND MEDICAL LEAVE ACT

LEAVES OF ABSENCE PURSUANT TO THE FAMILY AND MEDICAL LEAVE ACT AND
THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

- A. The Employer will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in the relevant state or federal laws.
1. Employees must contact their Project Manager as soon as they become aware of the need for a family and medical leave.
 2. To be eligible for family and medical leave benefits, an employee must: (1) have worked for the Employer for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a location where at least 50 employees are employed by the Employer within 75 miles.
 3. Eligible employees may receive up to a total of 12 workweeks of unpaid leave during a rolling 12-month period. A 12-month period begins on the date of the employee's first use of federal family and medical leave. Successive 12-month periods commence on the date of an employee's first use of family and medical leave after the preceding 12-month period has ended.
 4. Leave may be used for one or more of the following reasons:
 - a) For the birth or placement of a child for adoption or foster care;
 - b) To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
 - c) ~~To take medical leave when the employee is unable to work because of a serious health condition. Under some circumstances, employees may take family and medical leave intermittently--which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule; or~~
 - d) Because of a qualifying exigency arising out of the fact that the employee's family member (limited to spouse, son, daughter, or parent) is a covered military member on active duty or has been notified of an impending call or order to active duty in support of a contingency operation.

And the FMLA provides the employee with up to 26 work weeks of job-protected, unpaid leave:

- e) To provide care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin (nearest blood relative) of the service member.

5. Certain restrictions on these benefits may apply. For example, if an employee needs family and medical leave, he/she may be required to provide:
 - a) 30-day advance notice when the need for the leave is foreseeable;
 - b) Medical certification from a health care provider (both prior to the leave and prior to reinstatement);
 - c) Periodic recertification; and
 - d) Periodic reports during the leave.
6. When leave is needed to care for an immediate family member or an employee's own serious health condition, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the Employer's operation.
7. Family and medical leave is unpaid. Moreover, the Employer requires that employees to use all accrued paid leave (such as paid time off and vacation leave) concurrently while utilizing family and medical leave, the extent that there is any such entitlement. The use of paid time off will not extend the length of a family and medical leave.
8. The Employer will maintain, for up to a maximum of 12 workweeks of family and medical leave, any group health insurance coverage that an employee was provided before the leave on the same terms as if the employee had continued to work. The Employer shall recover premiums it paid to maintain health coverage when the employee returns to work following family or medical leave.
9. Under most circumstances, upon return from family and medical leave, an employee will be reinstated to his/her previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, upon return from a family and medical leave, an employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave. For example, if he/she would have been laid off had he/she not gone on family and medical leave, or if his/her position has been eliminated during the leave, then the employee would not be entitled to reinstatement.
10. If an employee is returning from family and medical leave taken for his/her own serious health condition, but is unable to perform the essential functions of his/her job because of a physical or mental disability, the Employer will attempt to accommodate the employee. His/her use of family and medical leave will not result in the loss of any employment benefit that he/she earned or was entitled to before using family and medical leave.
11. Employees are not permitted to perform paid work for another entity, in any capacity, or engage in self-employment, while on medical leave for them.

~~B. An employee shall be granted a Military Leave of Absence in accordance with the Uniformed Services Employment and Reemployment Rights Act, and any applicable state law~~

ARTICLE #15
BEREAVEMENT LEAVE

Employees shall be entitled to seventy two (72) hours of paid bereavement leave per full Government Contract year for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling, grandparent, or grandchild. Specifically, this leave is limited to twenty four (24) hours per funeral for in-state leaves, and forty (40) hours per funeral for out of state leaves, with a maximum of seventy two (72) hours per government contract year. Proof of funeral attendance may be required by the Employer. The employee must provide their supervisor with at least forty eight (48) hours prior written notice whenever possible, of the need for bereavement leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used. Part-time employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose. This section is not subject to the grievance procedure or arbitration.

ARTICLE #16
HEALTH AND WELFARE

- A. To be eligible for Health and Welfare Benefits, an employee must have completed thirty (30) days of service. Health and Welfare payments shall be provided by the Employer on behalf of the employees at the rate set forth in Appendix "A" to this Agreement, which is attached hereto and incorporated herein by reference. The Employer will make a health plan available for Employees with a no opt out options in accordance with Massachusetts State Law. All Health and Welfare Funds indicated in Appendix A will be paid to the MVM Health Plan or 401k. If the Union provides a Health Plan, the Employer will make payments to the Health Plan provider (TPA) only if a detailed invoice is received indicating the exact amount due for each employee. No Health and Welfare funds will be paid as cash to the Employee.
- B. All employees who are eligible for Family Medical Leave will be required during the twelve-week period of leave to make any required employee contribution toward health and dental coverage.
- C. All employees who are not eligible for Family Medical Leave may maintain their health and dental coverage by paying the full premium required under the operating insurance plan.
- D. Nothing in this Section, or in this entire Agreement, shall be construed to limit the union an/or the Employer from communicating with the employees about the aforementioned health and welfare plan; however, no Employer-sponsored meetings at which benefit plans are to be discussed shall be held unless representatives of the Union are permitted to attend and present information concerning a Benefit Program.

ARTICLE #17

UNION MEMBERSHIP, DUES, FEES

- A. 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.
- B. An employee who is not a member of this Union at the time that this Agreement becomes effective shall, as a condition of continued employment, within ten (10) days after the 30th day following the effective date of this Agreement either:
 - 1) Becomes a member of the Union and remains a member in good standing, or
 - 2) As an employee who has declined membership in the Union, pays 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, which are germane to collective bargaining. The service fee will not include any assessments, special or otherwise. Such payments shall commence within thirty one (31) calendar days from the date of hire.
- C. The Employer shall not be a party to any enforcement of the provisions of this Article, nor shall it be obligated to take any action against any employee not adhering to his or her obligations hereunder.
- D. The Union agrees to hold the Company harmless against any claims, suits, judgments, legal fees or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Section.
- E. This Section is subject to controlling Law, and competent Court of last resort, and jurisdiction.

ARTICLE #18 UNION REPRESENTATION

- A. The Union, International Representative and/or their designees may be permitted access to the Employer's office at the Location at mutually agreeable times upon prior notification to the Employer, subject to the Government security restrictions in effect, for the sole purpose of considering matters covered by this Agreement or matters involving the Union's role as the exclusive bargaining representative of the unit employees; provided, however, that if the Government refuses to let such persons onto its property, the Union shall have no recourse whatsoever against the Employer. The Employer will not oppose members of the Union's Executive Board accessing work Locations for Union business, as restricted by this Agreement, if the Government does not oppose such access and it does not violate any work rule or policy of the Employer.
- B. There shall be no Union business or meetings of any kind conducted during an employee's work time. Further, there shall be no solicitation regardless of the purpose during an

employee's work time, and there shall be no distribution of any materials during an employee's work time or in any work areas.

- C. The Union's President or Designee is responsible for providing formal and complete written notification to the Project Manager and the Director of Human Resources, of the individuals officially designated to act as representatives of the Union. The Employer is not obliged to permit an employee to engage in Union duties until notification is received by the Employer.
- D. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer. Further, neither Union officials nor Union members shall, during working time (excluding break and lunch periods) and in working areas, distribute any materials, flyers, or other information relating to Union business. Leave without pay may be approved by the site supervisor, for the conduct of Union business, including arbitrations, so long as such leave does not incur overtime or interfere with the conduct of operations or service to the Client.
- E. The Union's President or Designee shall provide the names, addresses, email and phone contact information and union positions held by its representatives at the site within five (5) days of the execution of the CBA and any subsequent changes in representation.
- F. The Employer agrees to recognize a steward system. The Union agrees that: 1) union officials will work at their regular jobs at all times except when they are relieved to attend to the business of the grievance procedure as outlined in Article #7 of this Agreement; and 2) The union's initiating representative is the exclusive conduit for all information requests and other matters between the local and MVM FPS-NE Supervisors/Management.
- G. The Employer will provide a space from the Government for the use of the employees to locate a Union-provided bulletin board that will be used by the Union for posting notices of meetings, elections, appointments, and recreational and social affairs. There will not necessarily be such a space at each location. The providing of such spaces is the prerogative of the U.S. Government. The placement of any material that is derogatory towards any employee of MVM, Inc. or the Government, anti-government, anti-company or any unethical material is strictly prohibited. Only Union officials and shop stewards shall be authorized to place and remove Union-related information on the designated bulletin boards.

ARTICLE #19 UNIFORMS

- A. All employee uniforms will be issued at the worksite or by direct mail. The responsibility for the correct sizes shall be the employee's, so that he/she is properly dressed.
- B. Unless advised otherwise by Employer, all uniforms and Employer equipment must be returned to the Employer, with only reasonable wear and tear, upon termination of employment. Failure to comply with this requirement will result in the cost of said uniforms

and/or equipment or any deposits being deducted from any monies due to employee. In that regard, all unit members agree to sign an authorization form within thirty days of the execution of this Agreement by the parties, provided by Employer, permitting Employer to deduct the cost of any such uniform or equipment from the employee's final paycheck, and permitting the retention of the entire final paycheck if it is needed to cover the lost value of the uniform and/or equipment.

ARTICLE #20
GENERAL PROVISIONS

- A. The Union may request the release of employees for the purpose of attending to Union business, including arbitration proceedings. Such requests shall be made at least five (5) days in advance of the time for the leave, and shall be in writing. No more than two (2) employees may be released within a Location under this provision on any one occasion, unless the Employer determines that it is able to release additional employees while still satisfying all operational obligations without incurring any additional costs. Except for purposes of negotiations scheduled with the Employer during work time, such leaves shall not exceed a total of five (5) days per Contract year, unless otherwise agreed to by the Employer. Leave time requested and within the basic parameters of this provision will not be unreasonably denied, and will be granted if coverage is available without the Employer incurring overtime, and the release will not impair the Employer's obligations under its Contract with the Government. Leaves granted under this provision shall be without compensation by the Employer.
- B. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.
- C. Employees who are tardy shall be docked for time missed rounded to the nearest six (6) minute increment. All incidents of tardiness, whether docked or not, shall provide a basis for disciplinary action. Employees who have been requested by the Employer to work beyond their scheduled hours shall be compensated for time worked rounded to the next six (6) minute increment.
- D. The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the Employer's Contract with the Government and the Employer's policies as in effect from time to time.
- E. A uniform allowance shall be paid for each hour of work up to 40 hours per week in accordance with Appendix A.
- F. Employees shall not use Government or Company telephones for personal or unauthorized purposes, nor use cell phones or other handheld communication devices while on duty. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for employees will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as

practicable. Violations of telephone policy may result in the employee being charged for the calls and for lost time at work.

- G. Employees are required to obtain and renew all required licenses and permits necessary to perform their required security duties. All costs associated with the process of obtaining and renewing firearms licenses and permits will be paid by employee, and reimbursed by the Employer upon receipt of proper documentation. All applications for licenses and permits will be processed in a timely manner. Copies will be provided to employees' supervisors immediately after completion. When licenses and permits are received by employee, employee will immediately notify the supervisor and provide a copy of the license or permit. The Union will contact employees at the Company's request to assist in gathering the required data or information.
- H. All Shift exchanges must be approved by the Division Manager or his designee. Exchanges will only be approved if the employee possesses the same qualifications or meets the required qualifications for working the post.
 - 1. Such exchanges must occur in the same work week (SUN – SAT) and for the same number of hours.
 - 2. Exchanges must be approved, in writing, in advance, and not later than three (3) days prior to the beginning of the work week the exchange is to take place. Approval by a supervisor does not negate the above paragraph or any other portion of this section.
 - 3. Management shall not be responsible for arranging any exchanges nor enforcing any agreements between employees under this Article. If any substitute fails to fulfill his/her requirement under the agreement both employees may be subject to disciplinary action up to and including termination.
- I. Employees shall remain on their posts until properly relieved, or released by their supervisor.
- J. When Employees are assigned to work outside of their normal work region, Company will provide per diem and/or mileage allowances to employee according to Government travel regulations (e.g., over 12 hours.) When employee is required to work and/or travel out of his/her normal region for more than 13 hours, employee will be allowed to stay over night. All actual travel hours between guard-mount and arrival at the hotel or worksite during outbound trips and from the hotel or worksite to the arriving airport during inbound trips and normal work hours will be counted as hours worked, with the appropriate overtime wages applied as applicable. Employees will be reimbursed for any authorized expenditure during travel during the next full pay period following the submission of the travel voucher.
- K. Employees shall have the right to review their personnel file in the offices of the Employer. If there is a disagreement with any information contained in a personnel record, removal or correction of such information may be mutually agreed upon by the Employer and the employee. If an agreement is not reached, the employee may submit a written statement

explaining the employee's position which shall thereupon be contained therein and shall become a part of such employee's personnel record.

- L. The Company may require Employees to undergo random drug screening. Upon notification by the Company the Employee must submit for testing within twenty-four (24) hours. Failure to comply with the random drug screening will be grounds for immediate termination of employment. The Company agrees to apply the random testing in a reasonable and uniform manner consistent with HHS Standards. The Company shall bear the cost of the first screening, if additional testing is required from the same sample, that test will be done at the employee's expense.

ARTICLE #21 STRIKES AND LOCKOUTS

- A. So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, picketing, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, picketing, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer and/or the Government as set forth above, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.
- B. Any employee who violates the proscriptions of this provision will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.
- C. During the life of this Agreement, the Employer shall not lockout any employees covered hereunder.

ARTICLE #22 GOVERNMENT SUPREMACY

- A. The Union acknowledges that Employer has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of Employer within the scope of the Contract. In that regard, the Government may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, and any other operational issue, as the Government deems to be in the interest of the Government's overall security objective, and there shall be no recourse against the Employer regarding such actions or their compliance with such directives. The Employer will discuss any such changes or directives with the

Union prior to their implementation, to the extent Employer is able to do so, and will provide written documentation of the Government's actions or directions, unless such disclosure is expressly prohibited. There shall be no recourse against the employer or union.

- B. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, Employer and Union will comply with those requirements, and the Union or the Employee shall have no recourse against the Employer through the grievance and arbitration process, or otherwise. If the effect of such a requirement supersedes an otherwise contractual right of either party hereto, and a request by that party is made to the other within thirty (30) calendar days of the change, the parties will meet and confer regarding the effects of the change.
- C. Should the Government withdraw credentials or certifications or request the removal of any bargaining unit employee from the contract, the Employer will endeavor to investigate the facts that resulted in the Government's action. If at their sole discretion, based on the investigation facts the Employer feels justified, they will prepare a letter requesting reconsideration of the employee's removal and a copy of the letter will be provided to the local Union President or his designee. As in Paragraph B above, the Union or the Employee shall have no recourse against the Employer's course of action through the grievance and arbitration process or otherwise. The employer will provide written documentation of the Government's actions, unless such disclosure is expressly prohibited.
- D. Any monetary or other benefit provided by the Employer to employees pursuant to a Government directive, but subsequently no longer mandated by the Government or allowed as a chargeable expense by Employer to the Government, may be terminated by Employer in its discretion. Notice will be provided to the Union, and the parties will meet and confer regarding the effects of the Government's action.
- E. The Union may investigate the facts of any Government investigation or allegation. However, neither the employer or the government can be compelled to produce any information or evidence as part of this investigation. Additionally, the union's investigation cannot impede the regular working of the contract. If the union's investigation, produces information or evidence that an action by the employer or government might be changed, the union may request from the Government, in writing, a reconsideration of the contended action.

ARTICLE #23 PARTIAL INVALIDITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Upon a finding by an arbitrator,

National Labor Relations Board, the federal government, or Court that any provision of this Agreement is invalid, the parties will meet and confer regarding the effects of such a finding.

ARTICLE #24
WAIVER, ENTIRE AGREEMENT AND AMENDMENTS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement. This article does not limit the discussion of mandatory topics as defined by the NLRA.
- B. This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement. Moreover, this Agreement fully supersedes any and all prior commitments, understandings or practices, whether written or oral, express or implied, between the Employer, the Union and/or the employees.
- C. This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.
- D. The parties agree to re-open discussions on Article number 1, 4, 6, 8, 9, 10, 11, 12, 16, 17, 19, 20, and Appendix A (hereafter called "the open articles") and come to a resolution on or about October 31, 2012.

ARTICLE #25
SAFETY

The parties agree to meet to discuss safety issues at a mutually agreeable time and place as needed. The meeting shall include no more than 2 Union representatives and 2 Employer representatives, unless the parties mutually agree to other arrangements.

- 1. The company agrees to maintain a safe and non-hostile work environment, conditions of health, sanitation, conformities with all applicable federal laws within the scope of its control. Employees will immediately report observed or reported safety violations to their supervisor. The Company will immediately notify the COTR as appropriate.

2. The company shall provide and maintain first aid supplies commensurate with lay person certification of CPR and First Aid.

3. The union recognizes that in all circumstances, the guard shacks are property of the US Government, and the company will notify the COTR of any maintenance required.

ARTICLE #26
DURATION OF AGREEMENT

- A. This Agreement (other than the provisions relating directly to wages) shall remain in full force and effect until 11:59 p.m. on August 17, 2013, (or any extension periods granted to Employer by the Government, whichever is later), and thereafter for successive periods of one (1) year, unless either party, at least one hundred and eighty (180) days before the Agreement's stated expiration, serves a written notice on the other party of a desire to terminate this Agreement upon the upcoming applicable expiration date.
- B. This Agreement shall also be terminated sixty (60) days after service of written notice of termination by one party on the other if said service is within thirty (30) days of the terminating parties' receipt of notification by the Government that the Employer's current Contract shall be re-procured by formal bidding (instead of renewed). Should either party receive such a notice from the Government, it shall send written notice of its receipt thereof (along with a copy of the notice) to the other party within fourteen (14) calendar days of said receipt.
- C. Notices required by the parties under this Article shall be sent by certified mail, return receipt requested, to the other party, with notices to the Employer to be sent to its Director of Human Resources. Subject to Paragraph D, below, within thirty (30) days of the issuance of a notice to terminate this Agreement as set forth in Paragraph A, above, the parties shall commence the process for negotiating a successor to this Agreement.
- ~~D. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide security services for Government under the Contract. In such event, the relationship with the Union shall also terminate, as shall any further duty to bargain.~~
- E. This Agreement shall take effect upon its execution by both parties, and it supersedes any and all prior agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

**International Union, United Government
Security Officers of America
(UGSOA) and it Local 273**

(b)(6)

International Director, UGSOA

(b)(6)

**Thomas M. Gaughan, III
President, Local 273**

(b)(6)

**Alan B. Clee
Vice President, Local 273**

**James Merada
Business Agent**

MVM, Inc

(b)(6)

**Joseph Stanton, EVP/CFO
Chief Negotiator**

(b)(6)

Director of Human Resources

(b)(6)

**Greg Whelan
District Manager**

(b)(6)

**Jay Vergel
Operations Director**

The provisions contained in Appendix A shall be revised as follows:

Appendix A: Economic Provisions

	<u>Current</u>	<u>Effective August 17, 2012</u>
Maine	\$20.01/hour	\$20.50/hour
Massachusetts	\$20.01/hour	\$20.50/hour
New Hampshire	\$17.78/hour	\$18.22/hour
Health & Welfare	\$ 3.70/hour	\$3.71/hour
Uniform Allowance	\$ 0.04/hour up to 40 hrs/week	\$ 0.04/hour up to 40 hrs/week

Open Items to continue as currently in existence until negotiations are completed on or about October 31, 2012:

Holidays—ME and NH	10 days	10 days
Holidays--MA	11 days	11 days
Sick/Personal Hours	16 hours	16 hours
Vacation MA and ME:		
> 1 year	80 hours	80 hours
> 5 years	120 hours	120 hours
>15 years	180 hours	180 hours
Vacation NH:		
> 1 year	40 hours	40 hours
> 2 year	80 hours	80 hours
> 5 years	120 hours	120 hours
>15 years	180 hours	180 hours
Shift Differential:		
1800 – 0600 Hours	\$ 0.60 /hour	\$ 0.60 /hour
Weekends	\$ 0.60 /hour	\$ 0.60 /hour

1. Shift Differential

All work performed on assigned shift between the hours of 1800 to 0600 Monday through Friday and worked on weekend shifts, defined as time worked between 12:01 a.m. on Saturday and 11:59 p.m. on Sunday shall be paid at the employee's regular hourly rate plus the shift differential rate indicated above. Work started in one period will not be paid shift differential for the following period if staying over for any period less than four (4) hours.

2. Uniform Allowance

- (a) Uniform Allowance is the amount shown above per hour for each regular hour worked. Uniform Allowance will not be paid on any other benefits.
- (b) Each employee is responsible to utilize the Uniform Allowance for laundering, dry cleaning, and maintaining in good repair all uniforms and equipment issued by the Employer to the employee. Any liability for failing to do so rests solely with the employee.

3. Health and Welfare Allowance

- (a) Health and Welfare Allowance is the amount shown above per hour for all hours up to a maximum of forty hours per week.

4. Sick Leave

Employees with one year of continuous service with Employer (excluding initial training) shall be eligible for paid sick leave benefits as described above. This leave shall be allotted to employees on a pro rata basis for each full month worked.

Sick leave will be payable for full days of absence due to illness commencing on the first day of illness and will not be paid for more than eight hours at the Employee's regular straight time base wage rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime.

A physician's certificate of disability or illness may be required by Employer after three consecutive days of absence.

The Employer will allow employees to utilize hours of sick time in four hour blocks when given an advance notice of seven days. Sick time may be taken in hourly increments in cases of emergency.

All sick leave will be front-loaded each year. Upon termination of employment, Employees will be paid at their individual hourly rate for any unused, earned sick leave, based upon the number of actual hours Employee worked during that contract year. Employees may not accrue more than forty (40) hours sick leave. All sick leaves in excess of the maximum

permitted accrual, not used, will be paid to employee at the end of each contract year. Employees who have more than forty (40) hours accrued on the effective date of this agreement will be permitted keep them without a payout until used without any additional accrual beyond the forty (40) hour maximum level. If an employee has used more sick days upon termination than he earned based upon time worked on the contract, the amount of overage will be deducted from the employee's final paycheck.

Appendix B

Physical Examinations

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such examinations may be administered before the commencement of work, after layoff, or after leaves of absence in excess of thirty calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer agrees to bear the cost of the initial pre-employment physical examination and the initial annual physical examination, to the extent one is required. The Employer shall not pay for any follow-up tests or examinations related to such physical examinations if required as the result of the directed physical examination for a newly discovered or pre-existing physical or medical condition (e.g. personal illness, debilitating or disqualifying medical condition, etc.). The payment of such follow-up, tests or examinations by the individual's personal physician will be the responsibility of the individual and/or his or her medical insurance plan.



United Government Security Officers of America
UGSOA
Local 273
P.O. Box 6724 Boston, MA 02114
Safeguarding New England's Federal Buildings



ELECTION RESULTS

**FOLLOWING THE ELECTION TO RATIFY THE CBA BETWEEN
UGSOA LOCAL 273 AND MVM, INC.**

THE RESULTS WERE

44 In favor of Ratification

6 Rejecting Ratification

7 votes by proxy disqualified

(b)(6)

Thomas M. Gaughan III
President

(b)(6)

Alan B. Clee
Vice President

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2010-3620
Revision No.: 0
Date Of Last Revision: 8/9/2010

State: Vermont

Area: Statewide

Employed on Department of Homeland Security/Federal Protective Service contract for Protective Security Services at federal owned and leased facilities throughout the state of Vermont.

Collective Bargaining Agreement between contractor: MVM, Inc., and union: Security Police and Fire Professionals of America Local 499, effective 8/18/2010 through 8/31/2013.

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).

Agreement

Between



MVM, Inc.

and the



Security Police and Fire Professionals of America

(SPFPA) and its Local 499

August 18, 2010 to August 31, 2013

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PREAMBLE

THIS AGREEMENT is entered into by and between MVM, Inc., hereinafter referred to as the "Company" and the Security Police and Fire Professionals of America (SPFPA) and its Local, hereinafter referred to as the "Union" as representative of all non-supervisory employees, in the mutual interest of the employees and the Company to promote and further the efficiency and economy of operations to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

This Agreement supersedes any and all prior Agreements between the Company and the Union. The effective date of the Agreement is August 18, 2010.

ARTICLE #1 UNION RECOGNITION

The Company hereby recognizes the Union as the sole bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular part-time security officers assigned to the following facilities in the State of Vermont: (GSA) FOB/Customs Bldg, (GSA) Montpelier FB, (GSA) Winston Prouty FB, SSA District Office, SSA District Office, DHS/ICE LESC, (DHS/CIS) Tabor Bldg, DHS/ICE/CIS, SSA District Office, DHS/USCIS, DHS/CIS Sub Office, ICE Burlington Finance Center, DHS/USCIS, GSA DHS/ICE/DRO), DHS/USCIS, SSA District Office, DHS/USCIS and Vermont Service Center-Essex; but excluding all managers, supervisors, office and/or clerical employees, temporarily assigned employees, substitute employees, and all non-security employees of the Employer.

ARTICLE #2 DEFINITIONS

"Client" shall mean the Federal Protective Services.

"Contract Manager" shall mean the individual designated by MVM from time to time as its contract manager.

"Employee" shall mean MVM, Inc., employees within the Bargaining Unit defined in Article I of this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

"Full time Employees" shall mean those Employees classified as "full-time" who may be scheduled or work forty (40) hours per week.

"Government" shall mean the United States Government, including all of its respective agencies and departments.

"Part time Employees" shall mean those Employees classified as "part-time" who may be scheduled or work less than thirty two (32) hours per week.

"Prime Contract" shall mean the contract between the Client and the Employer to provide security services at the facilities designated in the State of Vermont as designated in Article 1.

"Supervisor" or the "Employee's Supervisor" shall mean the individual next higher than the Employee in the chain of command who is not a member of the Bargaining Unit.

ARTICLE 3 AGENCY SHOP AND DUES CHECK-OFF

- A. Dues Check-off: The Company agrees to deduct monthly dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made per pay period, not to exceed two (2) pay periods in a month. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by the Union. The Employee, upon 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. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Article.
- B. Agency Shop: All Employees employed in the State of Vermont at the designated facilities who are not members of the Union, shall pay the Union a Service Fee. This Service Fee shall be an amount determined by a Certified Public Accountant as necessary to cover the costs of negotiating and administering the collective bargaining agreement, which amount shall not exceed the Union's regular and usual initiation fees and dues, and shall not include any assessments, special or otherwise. Non-members will be provided with a copy of the Union's procedures for filing fair share fee objections. Such payments shall commence after the 30th day after their date of hire, on the next monthly deduction period. Service fees shall be deducted via check off card. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may do so legally. The company agrees to deduct the fee from the Employees paycheck on a monthly basis. These deductions will be made per pay period, not to exceed two (2) pay periods in a month. The CPA shall be selected by the Union and paid by the Union.

Employees who are members of, and adhere to, the established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations as a condition of employment will be required to pay an amount equal to the Service Fee required above, to a tax-exempt (under Section 501 [c] [3] of the IRS Code), non-religious charitable organization. The Union shall have the right to charge any Employee exercising this option the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

C. **TERMINATION FOR NON-COMPLIANCE WITH UNION SECURITY AND MEMBERSHIP PROVISIONS:** It is understood that the Union will make attempts to enforce compliance prior to referring an employee to the Company. Pursuant to this section, if any employee fails to comply with the requirements detailed in paragraph B above, an employee may be terminated. The employee must first be notified by the union, via certified letter, return receipt requested, to pay the prescribed initiation fee and/or Union dues. If the employee pays the delinquent initiation fee and/or Union dues within a reasonable period after receipt of the notification, the employee will not be disciplined. All discipline will be given using the progressive method to encourage compliance prior to termination. This article shall not apply where prohibited by state law.

D. **DIRECT DEPOSIT:** The Company will remit all dues that are authorized deductions to the financial Secretary/Treasurer of the International Union, Security Police and Fire Professionals of America (SPFPA), Local 499 within 72 hours from the date the deduction was made. The Company shall furnish the Union with a deduction list, setting forth the name and amount of dues and initiation fees. 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 assume full responsibility for the disposition of the funds so deducted once they are paid over to the Union. Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

The Check-off Authorization Card to be executed and furnished to the Company by the Union and the Employees shall be the official Union Authorization for Check-off Dues. The Company shall accept no other form unless the parties mutually agree to the substitution.

**ARTICLE #4
MANAGEMENT RIGHTS**

- A. The Employer shall retain all rights, powers, and authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to:
1. Manage its operations and to direct the work force;
 2. Determine and change the methods and manner in which services are provided;
 3. Introduce new methods or improved methods of operations or equipment;
 4. Determine and change the size, composition and qualifications of the work force;
 5. Determine the extent to which and the manner and means its business will be operated or shut down in whole or in part;
 6. Determine whether and to what extent any work shall be performed by employees and how it shall be performed;
 7. Maintain order and efficiency at the work site and in its operations including the right to select, hire, promote, demote, lay off, assign and train employees;
 8. Subcontract any part of its operations, including unit work; to select and determine supervisory employees;
 9. Bid or not bid, or to rebid or not rebid, contracts with the Client;
 10. Determine and change starting times, quitting times, schedules and shifts;
 11. Determine and change methods and means by which operations are to be carried on;
 12. Establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct;
 13. Comply with both the oral and written requests of the Client, and to assign duties to employees in accordance with the needs and requirements of the Client and the Employer, as determined by the Employer.
- B. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates of the Client. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such right.
- C. The Employer shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement for just cause.

**ARTICLE #5
EQUAL OPPORTUNITY**

- A. In accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees hereunder, regardless of sex, color, age, race, creed or national origin. The Company and the Union also recognize the desirability of implementing the national policy of providing equal opportunity to all persons and agree to work actively toward the implementation of that policy.
- B. There will be no discrimination against any employee on account of membership in, or activity on behalf of, the Union.

**ARTICLE #6
ACCESS TO UNIT**

Duly authorized representatives of the Union shall be permitted, 'with the Client's permission, to investigate the standing of all employees and investigate the conditions at the Client facility covered by this agreement to see that the agreement is being enforced, provided that no interview shall be held during rush hours, and will not interrupt the duties of any employee. The Company shall be notified by the Union Representative before he shall take action with persons involved. The representative of the Union shall contact the highest-ranking Company representative then present at the facility and inform him of the circumstances. The employer and the Union representative shall conduct themselves in such manner as to carry out the intent and spirit of this section.

**ARTICLE #7
PROBATIONARY PERIOD**

- A. Every new or rehired employee shall be on probation for the first ninety (90) days of employment or re-employment.
- B. At any time during such an initial probationary period, an employee may be discharged for any reason, and any such employee so discharged shall not have the right to file a grievance or seek arbitration under this Agreement.
- C. Any employee promoted to a job classification covered by this collective bargaining agreement from a lower-paid classification shall be on probation for the first ninety (90) days of employment in the new classification. At any time during such a probationary period, the Company may, for any reason, return the employee to that employee's former position without any loss of seniority: and any such employee shall not have the right to file a grievance or have other recourse to grievance procedure with regard to any such return to former classification. A promoted employee shall, during the ninety (90) day period and thereafter, have the right to file a grievance and resort to the grievance procedure with regard to all matters covered by this Agreement.

ARTICLE #8 SENIORITY

- A. Not later than fifteen (15) days prior to the expiration of the Company's Prime Contract, the Company shall furnish the Union and the successor contractor a list of all its current employees together with their dates of hire and the dates their last vacation pay was paid by the Company. The following sections in this Article shall become applicable and shall be in force and effect upon the establishment of the seniority list. Seniority shall, for all purposes of this Article, be on the basis of classification. Seniority of employees with the same hire date shall be ranked by Contract Guard Information Manual (SGIM) score with ties broken by original 40 hour training pistol score. (8/8/07)
- B. In the event that the Company finds it necessary to layoff employees for any sound business reason, other than disciplinary, such layoffs shall be on the basis of job classification using seniority. The employee on duty with the least overall seniority in the Work Area, as defined in Article 17 of this agreement, shall be laid-off before any other employee having greater seniority. The Company will endeavor to give notice of the layoff as soon as reasonably possible contingent on the information being received from the government. Senior employees shall have preference of work available in the following order, using service date seniority; employees may displace the next most senior employee in their facility (building), Work Area as defined in Article 17, and then the Work Area nearest their current Work Area. Employees affected by the layoffs will have the option of taking the layoff or using their seniority to replace (bump) the next most senior employee using the same procedure as above. No "new" employees will be hired until all laid off employees have been offered the positions involved in any layoffs or there are no employees with recall rights. Displaced employees will be returned to work to any available position based on their seniority. The Company shall recall such laid-off employees in reverse order.
- C. Employees shall have the right to select available work schedules by seniority and as equitably as practicable within the appropriate shift. Each employee will be given his work schedule.

The work schedule for each week shall be posted at least four (4) days prior to the beginning of the work week.

- D. Except as otherwise provided herein, seniority shall be measured from the date of the employee's hire at any facility with the Company or a predecessor employer engaged in providing similar services at that facility under Section E of this Article. Employees transferred by the Company to any facility covered by this Agreement shall have their seniority measured from the date of the initial hire by the Company, or its franchisee as the case may be, regardless of where such service was performed.

E. An employee shall lose his seniority upon his retirement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

1. Fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by the Company to be beyond the control of the employee and he reported such conditions as soon as possible;
2. Has been laid-off for a period exceeding one (1) year;
3. Is absent from work for three (3) consecutive work days without properly notifying the Company of the reason for absence, even though the reason for such absence is beyond the control of the employee, or in any event, fails to report for work as scheduled without such reason;
4. Fails, while on layoff, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but not later than seven (7) work days and provided that the employee notifies the Company within three (3) days of such notice that he will return, to work within the seven (7) day period.

The Company fulfills its obligation under this Section by sending notice by Telegram or by certified Letter to the last known address of the employee. It is the obligation of the employee to keep the Company informed of his current address and telephone number.

F. An employee who has occupied a position with the Company covered by this Agreement and who accepts a position with the Company in a classification not covered by this Agreement will continue to accrue seniority for nine (9) months, after which period he shall retain his accumulated seniority, provided he remains in the employ of the employer.

ARTICLE #9 DISCIPLINE

A. No employee who has completed the Probationary Period shall be discharged without just cause, and all dismissals will be subject to the grievance procedure and arbitration' provisions of this Agreement. All reprimands and discharge notices shall be in writing and shall be signed by the employer's Supervisor or Contract Manager. Copies of the reprimand or discharge notice shall be given to the employee reprimanded and to the Shop Steward upon request of the employee.

Three (3) reprimands for any reason may result in immediate dismissal.

B. Disciplinary action may consist of but is not limited to a verbal warning, a written warning, and suspension or termination. At the sole discretion of the employer,

discipline may be imposed at any step depending on the severity of actions causing the disciplinary action.

- C. Employer may discipline an employee in accordance with the Orders and Procedures established and in accordance with the Management Rights provided in Article 4.

ARTICLE #10 GRIEVANCE PROCEDURE

- A. A grievance is defined as a claim or dispute by the employer or employee or the Union concerning the interpretation or the application of this Agreement or of any local addendum hereto.
- B. All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure:
 - 1. Step 1: The employee who has a grievance shall discuss it with the Supervisor either himself or through a steward within five (5) working days of the incident being grieved. If the grievance is not settled within three (3) working days of the Step 1 meeting, it may be appealed by the Steward to the Project Manager at Step 2 within five (5) days of the Step 1 meeting.
 - 2. Step 2: If the grievance is not resolved at Step 1, the grievance shall be reduced to writing and presented to the Project Manager within ten (10) working days from the date of the event giving rise to the grievance. The written grievance shall be signed by the grievant and shall set forth sufficient detail to enable the Employer to determine the nature of the grievance, the specific provision of this Agreement alleged to have been violated, the circumstances surrounding the grievance, and the adjustment or relief sought. The Union Representative and the Project Manager will discuss the grievance. If the grievance is not disposed of to the satisfaction of the party filing the grievance at Step 2, the grievance may be appealed to Step 3 by the party or representatives of the party filing the grievance by filing a written appeal to the opposing party within seven (7) days after Step 2.
 - 3. Step 3: Within seven (7) days after the Step 2 decision, the Union and/or the grievant shall send a notice of this intent to the Employer's Director of Human Resources or Designee. The Employer's Director of Human Resources or Designee may discuss with the Union and/or grievant for review of the grievance, if he or she deems it necessary, and shall render a written opinion within ten (10) days of receipt of the notice initiating this step. If a grievance that may be appealed to arbitration by the Company or the Union is not disposed of to the satisfaction of the complaining party, the Representative may do so by lodging a written appeal with the other party within ten (10) days of receipt of such written decision.

- C. A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed within five (5) days of discharge.
- D. A grievance not involving discharge shall be without effect unless filed in writing within seven (7) days from the date the complaining party discovered the facts or should have discovered the facts giving rise to the grievance.
- E. Stewards shall be afforded reasonable time off without pay to investigate, discuss and present grievances. Such time shall be kept to a minimum.
- F. At any step of the grievance procedure, the Company or the Union may designate a substitute for the official designated herein, other than persons who have previously participated in such grievance. The officially designated representative of either party may be accompanied by two (2) other persons at any Step of the procedure except Step 1. The parties may mutually agree that further representatives may be present.
- G. The time limits set forth in this Article may be extended mutually in writing. Time limits are exclusive of Saturday, Sunday and recognized holidays.

ARTICLE #11 ARBITRATION

- A. Only grievances involving the interpretation of an express provision contained in this Agreement may be submitted to arbitration, subject to the exceptions contained in this Agreement. Further, no grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Employer's contract(s) with the Government, or the Employer's adherence to an oral or written request of the Government are subject to this Step Four since the parties hereby agree that those matters are not arbitrable. Except as limited above, any grievance not resolved at Step 3 may be submitted to arbitration by the Employer or the Union using the following procedure. No individual grievant may move a grievance to Step 4.
- B. Within ten (10) days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) days of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall meet within five (5) days of the receipt of the list and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth (5th), remaining person shall thereupon be selected as the impartial arbitrator.
- C. Upon the Employer's request, the arbitrator shall conduct a prehearing not less than sixty (60) calendar days before any scheduled arbitration hearing, the sole and

exclusive purpose of which shall be to determine whether the grievance is arbitrable under this Agreement.

- D. During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his finding and award in writing within fifteen (15) calendar days after the conclusion of the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the Grievant or Grievant's involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than five (5) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment, pension or any other retirement benefit, and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. The arbitrator may not award interest or punitive damages under any circumstances.

The decision of the impartial arbitrator shall have no authority to (a) modify, amend, add to or subtract from any of the terms or conditions of this Agreement, (b) establish or modify any wage rate; (c) construe this Agreement to limit the Employer's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply law, including the requirements of the Service Contract Act and implications of Wage Determinations; or (e) consider any matter or substitute his/her judgment for that of the Client's regarding a written or oral determination or request of the Client, the contracting officer or other official of the Government.

- E. All costs of the arbitration shall be borne by the non-prevailing party, including without limitation, the arbitrator's fee and expenses (including the cost of any hearing room or transcript), all expenses and compensation of for any witness of either Party, and all reasonable legal fees incurred by the Parties. Any settlement of a grievance before judgment shall explicitly address the sharing or bearing of costs, expenses, and legal fees.

ARTICLE #12 MILITARY LEAVE

- A. Employees entering the Military or Naval Service, Red Cross, or other combat relief service or conscripted Civil Service of the United States during the life of this Agreement will be placed on military leave of absence in accordance with the provisions of the applicable federal law, and will retain their seniority while in such service and be returned to their former positions upon honorable discharge from service, provided they are physically and mentally capable of working.
- B. An employee who is a member of a Military Reserve Unit or National Guard and who is required to participate in active training will be granted a leave of absence without

pay for the period of such training duty, not to exceed thirty (30) days in any year. Employees recalled to active duty as members of a Military Reserve or National Guard Unit will retain their seniority while in such service and be returned to their former position upon honorable discharge from active service, provided they are physically and mentally capable of working.

- C. An employee applying for leave under this Article will give the Company at least five (5) working days notice prior to reporting date, if possible.

**ARTICLE #13
PERSONAL LEAVE OF ABSENCE**

- A. This Article shall apply to unpaid Personal Leaves of Absence not to exceed thirty (30) calendar days. Unpaid personal leave will not be granted unless employee has exhausted all paid leave for which he or she is eligible. Such leaves may be granted at the sole discretion of the Employer while not accruing seniority. This Article shall not apply to leaves of absence taken pursuant to the Family and Medical Leave Act ("FMLA") or the Uniformed Services Employment and Reemployment Rights Act (USERRA). Such leaves of absence shall be governed by the terms of FMLA, USERRA, or state statute, as applicable. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence, without a guarantee. Unpaid leaves of absence may be taken only with written approval of the Employer, or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will lead to disciplinary action.
- B. Except as otherwise provided herein, a leave of absence under this Article will not be considered employment time for seniority. For example, an employee works continuously for nine (9) months and is granted a thirty (30) day leave of absence without pay. When the employee returns to work, he has nine (9) months seniority and will be required to work three (3) more months in order to have one (1) year seniority.
- C. Upon return from a leave of absence, the employee will be returned to work for which he can qualify in his job classification on the basis of seniority.
- D. Any employee who engages in gainful employment without permission of the Company while on leave of absence shall be subject to discharge.

E. A Personal Leave of Absence shall be processed in the following manner:

1. Any request for a Personal Leave of Absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:
 - a) The reasons for such leave;
 - b) The effective date of such leave; and
 - c) The estimated date of return to work.
2. The written request for a Personal Leave of Absence shall be submitted to the employee's Supervisor for final disposition.
3. If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the Employee involved.

H. All Personal Leaves of Absences shall be subject to the following general provisions:

1. Any employee who receives a Personal Leave of Absence shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.
 2. Such leaves shall be without payroll compensation or benefits unless the employee is eligible for personal days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees.
- I. Notwithstanding the above, employees in locations subject to the FMLA and who are eligible for leaves under that Act, shall be eligible for leaves in accordance with that Act. Leaves granted under the FMLA may be concurrent with leaves otherwise covered by this Article, and the Employer may require employees taking FMLA covered leaves to utilize paid time off as a part of the leaves so taken. For purposes of the FMLA, eligibility shall be measured, in part, based on the number of weeks of FMLA taken in the 12-month period preceding the first day of the leave.

If the Employee files for medical leave on false pretext or works for another employer without preauthorization from the company, the Employee will be removed from employment with Employer.

**ARTICLE #14
BEREAVEMENT LEAVE**

- A. In the instance of the death of a member of the immediate family of the regular employee occurring after the completion of the employee's probationary period, the employee will be eligible for a paid leave of absence not to exceed three (3) days to enable such employee to attend the funeral and otherwise assist in the arrangements pertaining to the burial of such member of the family. A days pay will consist of the employee's regular base rate for eight (8) hours scheduled for the day during which the bereavement leave occurs and shall be applicable only to the days within his/her regular workweek.
- B. The term "immediate family" as used herein is defined as consisting of the following members only: mother, father, mother-in-law, father-in-law, spouse, son, daughter, sister, brother, grandparents, and grandchildren.
- C. No employee who is otherwise entitled to such bereavement leave under this article shall receive such benefits unless he/she gives reasonable notice to the company prior to taking time off for bereavement leave. The employee must have completed the probationary period set forth herein.

**ARTICLE #15
SHOP STEWARDS**

- A. Shop stewards shall be designated by the Union from the group they are to represent, and the Union will notify the Company of the duly designated shop steward(s) at the Client's facility. The Union shall give the Employer not less than forty-eight hours prior notice before appointing or removing a steward.
- B. The shop stewards shall not interfere with management of the business or direct any work of any employee, but may advise the Company of any violations of the Agreement and also notify the employee participating therein.

**ARTICLE #16
REST PERIODS**

Reasonable rest periods will be provided during the work period but will not exceed fifteen (15) minutes during a continuous four (4) hour period. Single person posts are self-relieving.

ARTICLE #17 WORK AREAS

Work locations in the State of Vermont, for the facilities listed in Article 1, consists of three geographic work areas:

Area A. Consists of facilities in Metro St. Alban's and Franklin County.

Area B. Consists of facilities in Metro Burlington and Chittenden County.

Area C. Consists of facilities in Metro Montpelier and Washington County as well as other locations south.

ARTICLE #18 WAGES

The schedule of effective wage rates and job classifications for employees is set forth in Appendix A hereto.

ARTICLE #19 OVERTIME

- A. Employees shall be paid one and one-half (1 1/2) times the hourly rate of pay for all times worked in excess of forty (40) hours per week.
- B. A regular full-time employee who has completed his shift has left the Company facility and is thereafter called for work at any time prior to or before his next scheduled shift will be provided with four (4) hours of work or pay.
- C. Security Police Officers under arms will not work more than twelve (12) hours per day without a twelve (12) hour break.
- D. Scheduled overtime shall be posted and distributed to all employees in an equitable and fair basis. In that regard, the Employer will post an overtime list at each Location covered by this Agreement. Any unit employee may sign up on any of the lists to be called for overtime opportunities. Employees may join or remove themselves from any voluntary overtime list at any time.
 - 1. Overtime will be distributed by building, beginning with the most senior employee in that building on the list of employees volunteering to serve overtime. If that employee agrees to work overtime on a particular occasion or declines to work overtime, he or she shall cycle to the bottom of the building seniority list. When the next overtime opportunity arises, the person, on the list, at the top of the building seniority list shall be called, and shall thereafter cycle to the bottom of the list. This list shall continue to revolve. If the Employer is unable to reach the employee when he or she is reached on the overtime list, he or she shall not lose

their place on the list, and shall remain there until they work or refuse to work overtime.

2. If the Employer is unable to obtain any employees in that building to work overtime, the Employer will then look at the building's overtime list and call those employees who work in other buildings, in order of their seniority, in accordance with the same procedure described in the preceding paragraph. If the Employer still is unable to obtain anyone to cover the overtime obligation, the Employer retains the right to assign and require the least senior personnel within the building to work the required overtime.
 3. In critical and/or emergency circumstances, as determined by the Government and/or the Employer, employees may be assigned from any building to provide the necessary post coverage without regard to the seniority process or, as determined by the Employer and/or the Government, supervisors or subcontractors may be assigned to provide the necessary post coverage.
 4. The Employer further agrees to make overtime lists available to the Union, upon request.
- E. No overtime will be worked except by prior direction of the proper supervisory personnel of the Company, except in case of emergency recognized by Employer and when prior authority cannot be obtained. Overtime will be offered to on site qualified personnel by seniority on a rotating basis. Overtime not filled on site will be offered to qualified employee by seniority on a rotating basis to ensure equitable distribution of available overtime.
- F. For overtime purposes, a day is the twenty-four (24) hour period as set forth in the Company's contract with the Client.
- G. Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.
- H. Employees will receive per diem, mileage and housing in accordance to the GSA Travel Regulations.

**ARTICLE #20
HEALTH AND WELFARE**

A. The employees will be covered for health care benefits under the Employer Health Plan on the 1st day of the month following 45 days from the first day of work. Health and Welfare payments shall be provided by the Employer on behalf of the employees at the rate set forth in APPENDIX "A" to this Agreement, which is attached hereto and incorporated herein by reference. There is no opting out option from the Health Plan unless the employee can show proof of participation in another qualified group plan. If the employees do not participate in the employer plan, the Employer shall, as directed by the Union, make the payment entirely to the Union for use in the Union plan and/or in cash to the Employees, as stated above. Employee may elect to have all Health and Welfare funds deposited into the MVM 401(k) Plan.

B. Health and Welfare coverage is based on hours worked as outlined in the Employer Summary Plan Description of Employee Welfare Benefits – Scheduled Benefits and Major Medical. Employees are responsible for reading and understanding the Summary Plan Description. The employer reserves the right to modify the plan. If changes are such that employees will be required to make payments greater than the Health and Welfare benefit, the company will present the alternatives to the union for discussion.

Should there be a conflict between the language of Collective Bargaining Agreement and the Employer Summary Plan Document, the language of the Summary Plan Document shall prevail. The employer reserves the right to modify the plan to maintain the level of coverage. If changes are as a result of increases in the cost of the health benefit not caused by the employer, and the employees will be required to make payments greater than the Health and Welfare allowance, the company will have the right to pass through the additional cost to the employees after providing notice of thirty days as long as the increase is not greater than ten (10%) percent. The additional cost will be deducted from the employee's pay on a bi-weekly basis. Any increase greater than ten (10%) will be presented to the union for discussion.

C. All employees who are eligible for Family Medical Leave will be required during the twelve-week period of leave to make any required employee contribution toward health and dental coverage.

D. All employees who are not eligible for Family Medical Leave may maintain their health and dental coverage by paying the full premium required under the operating insurance plan.

E. Nothing in this Section, or in this entire Agreement, shall be construed to limit the union an/or the Employer from communicating with the employees about the aforementioned health and welfare plan; however, no Employer-sponsored meetings at which benefit plans are to be discussed shall be held unless representatives of the Union are permitted to attend.

**ARTICLE #21
VACATIONS**

- A. Each full-time employee shall earn Vacation time in accordance with the following schedule:
- Two (2) weeks paid vacation after one (1) year of service with a contractor or successor
 - Three (3) weeks paid vacation after ten (10) years of service with a contractor or successor
 - Four (4) weeks paid vacation after fifteen (15) years of service with a contractor or successor.
- B. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed and with predecessor contractor in performance of similar work at the same federal facility.
- C. Vacation time is not earned in a prorated manner. That is, an Employee who has not completed a specific year of service has not earned any vacation time for the current year of service.
- D. Part-time employees shall earn vacation time at the same time and in the same manner as full-time employees, except that earned time will be prorated based on the Employee's total hours worked during the previous year as compared to 2,080 hours.
- E. Vacation requests may be submitted anytime prior to requested dates and not later than thirty (30) days in advance of the requested vacation start date. All leave requests will be answered in writing no later than fifteen days before the requested dates for leave. Consistent with the Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of Vacation time may take their vacation in segments of less than one (1) week each. Vacations must be taken in one (1) day increments. The Supervisor will attempt to approve vacation schedules so as to be mutually satisfactory to the Employee and the Employer in line with the seniority of an employee; provided, however, that the final allocation of vacation periods shall rest exclusively with the Employer in order to ensure orderly and efficient operation.
- F. Vacation pay shall be paid at the Employee's rate of pay. Vacation time will not be considered as time worked for the purposes of computing overtime. Vacation time will be paid in the Employee's regularly scheduled paycheck for the period during which the vacation occurs.
- G. Earned but unused vacation time remaining at the time the Employee's employment is terminated will be cashed out and paid to the Employee on the first pay day following the termination of the employee's employment.

H. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on a leave of absence or laid-off unless otherwise required by the United States Department of Labor.

**ARTICLE #22
HOLIDAYS**

A. All Employees shall receive Holiday Pay for the following holidays, at the employees regular scheduled work hours:

New Years Day	Martin Luther King Birthday
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

B. A full-time employee who is not required to work on a Holiday shall be paid eight (8) hours of "Holiday Pay," calculated by multiplying eight times his or her base hourly straight time rate, exclusive of any shift or overtime premium. Holidays will be paid and recognized to be on the day it is observed by the government.

C. An employee who works on a Holiday will be paid for all hours he/she works. The employee shall also receive eight (8) hours of Holiday Pay if:

1. The employee works on the Holiday as scheduled or assigned, and on his/her last scheduled work day prior to, and his/her first scheduled work day after, the day on which the Holiday is observed; and
2. The employee is not laid off or on a leave of absence.

D. Any part-time employee who works as scheduled on a Holiday shall receive the Employee's appropriate rate of pay for all hours worked on the Holiday plus prorated Holiday Pay based on the prior week's hours of work.

E. Holiday pay for part-time employees who do not work on a Holiday and who meet the eligibility requirements set out in Section C, above, shall be paid only a proration of the full-time benefit based on their prior week's hours of work divided by forty (40).

F. An employee will disqualify himself for Holiday Pay if he fails to report to duty on the last scheduled workday before the holiday, the holiday if scheduled and the next scheduled workday after the holiday (unless for scheduled vacation).

**ARTICLE #23
JURY DUTY**

- A. An employee summoned to serve on a jury shall be paid the difference between the amount they received for jury duty and their base rate of pay. However, compensation will not exceed comparable payment for eight (8) hours work for each day of jury duty. The amount of compensation combined with jury duty will not exceed the total payment for eight (8) hours work for each day of jury duty.
- B. In order to be eligible for this compensation, the employee shall furnish to the employer, on request, a written statement from the Clerk of the Court showing that the employee was summoned and also the amount received for jury duty.

**ARTICLE #24
INDIVIDUAL CONTRACTS**

No employee shall be compelled or allowed to enter into any individual contract or agreement with the Company concerning the conditions of employment contained herein.

**ARTICLE #25
NO STRIKE - NO LOCKOUT**

- A. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow down of operations.
- B. During the term of this Agreement, the Company shall not authorize, cause, permit or engage in any lockout of its employees.
- C. Upon hearing of any strike, slowdown, stoppage of work, planned inefficiency, or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination, and shall notify its members by telephone, newspaper, and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately. The Union shall not assist employees participating in such strike, slowdown, stoppage of work, planned inefficiency, or curtailment of work or restriction or interference with the operation of the Employer against whatever disciplinary action the Employer may take. Further, such disciplinary action shall not be subject to Articles 8 and 9 of this Agreement.
- D. A refusal by an employee or employees to cross a strike line at the employee's regular place of employment established by the Union or established by any other labor organization or group shall constitute a violation of Section A of this Article.

- E. Any Employee who violates the proscriptions of this Article will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

**ARTICLE #26
EMPLOYEE INJURY**

An employee injured during working hours shall receive the rest of the day off with Pay, provided that the injuries are such that a Doctor orders the employee not to return to work.

**ARTICLE #27
SERVICE CONTRACT PROCEDURES AND OBLIGATIONS**

- A. The Union acknowledges that the Employer has entered into the Prime Contract with the Client to provide services under specific terms and conditions, and that the Client has broad discretion to direct the activities of the Employer within the scope of the Prime Contract. Accordingly, the administration of the terms of this Agreement is expressly subject to the requirements of the Client and the Government imposed upon the Employer by or through the Prime Contract. The Client may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, etc., as the Client deems to be in the interest of the Client's overall security objective, and there shall be no recourse against the Employer regarding such actions. Any determination by the Client to supersede the above understanding of the parties may be in either oral or written form, and the Union expressly acknowledges the Employer's obligation to comply with such directive, and the fact that the Union is not permitted to grieve or arbitrate the Employer's decision to do so or the impact of such decision. In the event of such Determination, an employee believes he/she is being discriminated against; such determination shall be investigated, by both employer and Union representative.
- B. Notwithstanding any provision of this Agreement, to the extent the Client or the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements without recourse by any Employee or the Union against the Employer.
- C. Any compensation or expenses required by the Client to be borne by the Employer shall be borne by the Employer. Any compensation or expenses currently required to be borne by the Employer, but subsequently no longer mandated or directly allowed as a chargeable expense by the Employer to the Client, may be terminated by the Employer after providing notice to the Union and allowing the Union to meet and confer with the Employer over the effects of that intended action.

- D. The Union and Company recognize and abide by Executive Orders 11246 and 11247 and Title VII of the Civil Rights Act of 1964 and all related rules, laws, and regulations as amended.

ARTICLE #28
GENERAL

- A. This Agreement, when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole agreement between them involving the employees covered by the Agreement. Any alteration or modifications of this agreement must be made by and between the parties hereto and must be in writing.
- B. In the event any provision of this Agreement is declared invalid by any competent court or governmental agency on account of existing or future legislation, such invalidation shall not affect the remaining provisions.
- C. Any employee leaving the service of the Company will, upon request from the employee, be furnished with a letter setting forth the Company's record of his job classification, stating his length of service and beginning and ending rate of pay.
- D. Employees entering the service of the Company will be required to take a medical examination specified by the Company. Thereafter, an employee may be subject to annual medical examinations during the course of employment or recall to service after layoff or leave of absence. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs at no cost to employee. Such laboratory tests may be random and may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual and/or random basis. When required, such annual examinations will be given within fifteen (15) days of an Employee's anniversary date. The Employer shall bear the cost of any Employer-required medical examinations. The Employer shall not pay for any follow-up tests or examinations related to such medical examinations if required as the result of the directed physical examination for a newly discovered or pre-existing physical or medical condition (e.g. personal illness, debilitating or disqualifying medical condition, etc.). The payment of such follow-up, tests or examinations by the individual's personal physician will be the responsibility of the individual and/or his or her medical insurance plan. Other than random field examinations, the Employee has the right to choose either a physician selected by the employer or to choose a physician with a \$75.00 cap on allowance from Employer to be used for the physician who will perform the medical examination.

Employer's compliance with the directive or conclusions of the Client on the review of a physical examination shall not be grievable or arbitrable and Employer shall have no liability to the Union or the employee for any adverse action taken under these circumstances.

E. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as, but not limited to:

1. Notices of Union recreational and social affairs;
2. Notices of Union elections;
3. Notices of Union appointments and results of Union elections';
4. Notices of Union meetings;
5. Union updates of negotiations.

There shall be no other distribution by Employees of notices, pamphlets, advertising, or political matters in the work areas.

F. Employer has no say in the use of the bulletin board except in order to maintain proper decorum or when directed by the Government. The placement of any material that is derogatory toward any employee of MVM, Inc. or the government, Anti-Government, Anti-Company or any unethical material is strictly prohibited. Only Union officials and shop stewards shall be authorized to place and remove Union related information on the designated bulletin boards.

G. Company payroll records with respect to any employee in the unit whose pay is questioned will be provided upon request of the Union within a reasonable period of time, except for payroll records with respect to the current period with respect to such an employee, which may be examined by the Union upon request during business hours.

H. In the event the U. S. Department of Labor determines that the wages and fringe benefits contained in this Agreement were not reached as a result of arms-length negotiations or are substantially at variance with those prevailing for services of the similar character in the locality, then such wages and benefits shall be rendered null and void. In such event, the Company shall be obligated to pay the wages and fringe benefits specified in the appropriate wage determination issued by the U. S. Department of Labor.

I. In the event of an accidental discharge of a weapon by an employee, the employee will be immediately suspended without pay and a thorough investigation will be conducted. The investigation will be to determine if the incident occurred as a result of negligent or inappropriate handling of the weapon or if was caused due to a mechanical malfunction of the weapon. Should negligence or inappropriate handling is confirmed, the employee will be terminated. If the discharge occurred as a result of a mechanical malfunction of the weapon, the employee will be reinstated and paid for time off the job.

The unpaid suspension for a negligent discharge investigation should not be for a period greater than fourteen (14) days. Termination for a negligent or inappropriate handling of a weapon, which results in an accidental discharge, will be without recourse to grievance or arbitration procedures.

The Employer agrees to reconsider the termination should the employee and/or the Union have evidence of significance that would contradict the findings of negligence.

J. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), receive or make phone calls, solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

ARTICLE #29 DURATION

This agreement shall become effective on August 18, 2010 and shall continue in full force and effect until August 31, 2013, unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least sixty (60) days but not more than ninety (90) days prior to the termination date of this Agreement.

ARTICLE #30
WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- B. The failure of either Party at any time to enforce or require performance of any of the provisions of this Agreement shall not be construed as a waiver of such provision, shall not affect the validity of this Agreement or any of its Provisions, and shall not affect the right of either Party thereafter to enforce each and every provision.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

**International Union, Security Police
and Fire Professionals of America
(SPFPA) and it's Local 499**

MVM, Inc.

By:

(b)(6)

**Mark Crawford
Vice-President
SPFPA International**

(b)(6)

**Roland Webb
President
SPFPA Local 499**

(b)(6)

**Robert DeLong
Treasurer, Local 499**

Date: 5 AUGUST 2010

By:

(b)(6)

**Tony L. Sims, SPHR
Labor Relations Manager**

(b)(6)

**Greg Wholean
Project Manager**

Date: 8/6/2010

Appendix A

Economics Provisions

Listed below are the wages and benefits for each year of this Agreement:

Classification	Current	August 18, 2010	August 18, 2011	August 18, 2012
Officer Wage	\$16.95	\$17.46	\$17.98	Reopener
Health & Welfare	\$3.60	\$ 3.65	\$3.70	Reopener
Uniform Allowance	\$0.08	\$0.08	\$0.08	\$0.08
Sick/Personal (hours) After one year	16	16	16	16
Holidays	10	10	10	10
Vacation (hours)				
1 year	80	80	80	80
10 years	120	120	120	120
15 years	160	160	160	160
25 years		200	200	200
Shift Differential				
2 nd Shift	\$0.40	\$0.40	\$0.40	\$0.40
3 rd Shift	\$0.55	\$0.55	\$0.55	\$0.55

Sick/Personal: The amount of hours listed in Appendix A will be earned after one year of employment and future earnings will accrue on the Contract Anniversary Date. Earned hours may be carried over from one year to the next to a maximum of thirty two (32) hours. In the month prior to the next Contract Anniversary Date entitlement, employees will be paid one hundred percent (100%) of all hours in excess of sixteen (16) hours.

Wages and Health & Welfare Allowance: The parties agree to meet and open negotiations only for Officer wages and Health & Welfare Allowance, at least ninety (90) days prior to August 18 of each contract year, to obtain a wage agreement no later July 31. No increase will be granted if the Wage Determination does not increase above the current wage or health & welfare allowance rate being received by the employees.

Shift Differential:

The employer will pay a shift differential in the amount listed in Appendix A for the 2nd and 3rd shifts. The work hours for the shifts are defined as:

2nd Shift – 1600 - Midnight

3rd Shift – Midnight - 0800

WD 05-2241 (Rev.-13) was first posted on www.wdol.gov on 06/19/2012

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. Koplowski Division of
Director Wage Determinations

Wage Determination No. : 2005-2241
Revision No. : 13
Date Of Revision: 06/13/2012

State: Maine
Area: Maine Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.90
01012 - Accounting Clerk II		14.49
01013 - Accounting Clerk III		16.20
01020 - Administrative Assistant		19.33
01040 - Court Reporter		18.63
01051 - Data Entry Operator I		12.24
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		16.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.24
01111 - General Clerk I		12.23
01112 - General Clerk II		13.35
01113 - General Clerk III		14.98
01120 - Housing Referral Assistant		17.87
01141 - Messenger Courier		12.47
01191 - Order Clerk I		11.69
01192 - Order Clerk II		14.38
01261 - Personnel Assistant (Employment) I		13.75
01262 - Personnel Assistant (Employment) II		15.38
01263 - Personnel Assistant (Employment) III		17.15
01270 - Production Control Clerk		19.89
01280 - Recepti onist		11.61
01290 - Rental Clerk		11.05
01300 - Scheduler, Maintenance		14.32
01311 - Secretary I		14.32
01312 - Secretary II		16.02
01313 - Secretary III		17.87
01320 - Service Order Dispatcher		12.25
01410 - Supply Technician		19.85
01420 - Survey Worker		12.37
01531 - Travel Clerk I		12.99
01532 - Travel Clerk II		14.07
01533 - Travel Clerk III		15.16
01611 - Word Processor I		13.00
01612 - Word Processor II		14.73
01613 - Word Processor III		16.34
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		16.40
05010 - Automotive Electrician		16.16
05040 - Automotive Glass Installer		15.07
05070 - Automotive Worker		15.07
05110 - Mobile Equipment Servicer		13.79
05130 - Motor Equipment Metal Mechanic		16.22
05160 - Motor Equipment Metal Worker		15.08

05190	- Motor Vehicle Mechanic	16.22
05220	- Motor Vehicle Mechanic Helper	13.74
05250	- Motor Vehicle Upholstery Worker	14.44
05280	- Motor Vehicle Wrecker	15.07
05310	- Painter, Automotive	16.16
05340	- Radiator Repair Specialist	15.07
05370	- Tire Repairer	11.67
05400	- Transmission Repair Specialist	16.22
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.43
07041	- Cook I	12.01
07042	- Cook II	13.30
07070	- Dishwasher	8.72
07130	- Food Service Worker	10.11
07210	- Meat Cutter	15.18
07260	- Waiter/Waitress	10.00
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	20.33
09040	- Furniture Handler	12.99
09080	- Furniture Refinisher	16.03
09090	- Furniture Refinisher Helper	13.66
09110	- Furniture Repairer, Minor	14.95
09130	- Upholsterer	17.57
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.97
11060	- Elevator Operator	10.97
11090	- Gardener	14.40
11122	- Housekeeping Aide	12.17
11150	- Janitor	12.17
11210	- Laborer, Grounds Maintenance	12.41
11240	- Maid or Houseman	10.01
11260	- Pruner	14.10
11270	- Tractor Operator	13.90
11330	- Trail Maintenance Worker	12.41
11360	- Window Cleaner	12.99
12000	- Health Occupations	
12010	- Ambulance Driver	13.64
12011	- Breath Alcohol Technician	16.92
12012	- Certified Occupational Therapist Assistant	22.15
12015	- Certified Physical Therapist Assistant	20.14
12020	- Dental Assistant	16.26
12025	- Dental Hygienist	29.04
12030	- EKG Technician	25.37
12035	- Electroneurodiagnostic Technologist	25.37
12040	- Emergency Medical Technician	13.64
12071	- Licensed Practical Nurse I	15.31
12072	- Licensed Practical Nurse II	17.12
12073	- Licensed Practical Nurse III	19.10
12100	- Medical Assistant	13.94
12130	- Medical Laboratory Technician	17.56
12160	- Medical Record Clerk	13.54
12190	- Medical Record Technician	15.14
12195	- Medical Transcriptionist	15.17
12210	- Nuclear Medicine Technologist	32.44
12221	- Nursing Assistant I	10.03
12222	- Nursing Assistant II	11.28
12223	- Nursing Assistant III	12.31
12224	- Nursing Assistant IV	13.81
12235	- Optical Dispenser	15.53
12236	- Optical Technician	13.16
12250	- Pharmacy Technician	12.99
12280	- Phlebotomist	13.81
12305	- Radiologic Technologist	26.94

12311 - Registered Nurse I	23.39
12312 - Registered Nurse II	28.61
12313 - Registered Nurse II, Specialist	28.61
12314 - Registered Nurse III	34.61
12315 - Registered Nurse III, Anesthetist	34.61
12316 - Registered Nurse IV	41.48
12317 - Scheduler (Drug and Alcohol Testing)	20.25
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.25
13012 - Exhibits Specialist II	20.11
13013 - Exhibits Specialist III	24.96
13041 - Illustrator I	16.25
13042 - Illustrator II	20.11
13043 - Illustrator III	24.62
13047 - Librarian	20.94
13050 - Library Aide/Clerk	10.82
13054 - Library Information Technology Systems Administrator	18.92
13058 - Library Technician	13.80
13061 - Media Specialist I	13.64
13062 - Media Specialist II	15.26
13063 - Media Specialist III	17.02
13071 - Photographer I	14.36
13072 - Photographer II	19.74
13073 - Photographer III	24.42
13074 - Photographer IV	29.89
13075 - Photographer V	36.16
13110 - Video Teleconference Technician	17.37
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.31
14042 - Computer Operator II	17.13
14043 - Computer Operator III	19.11
14044 - Computer Operator IV	21.64
14045 - Computer Operator V	23.50
14071 - Computer Programmer I	(see 1) 18.41
14072 - Computer Programmer II	(see 1) 22.82
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	15.31
14160 - Personal Computer Support Technician	25.11
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.51
15020 - Aircrew Training Devices Instructor (Rated)	33.68
15030 - Air Crew Training Devices Instructor (Pilot)	37.03
15050 - Computer Based Training Specialist / Instructor	26.00
15060 - Educational Technologist	23.27
15070 - Flight Instructor (Pilot)	37.03
15080 - Graphic Artist	21.34
15090 - Technical Instructor	18.11
15095 - Technical Instructor/Course Developer	22.15
15110 - Test Proctor	14.61
15120 - Tutor	14.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.12
16030 - Counter Attendant	10.12
16040 - Dry Cleaner	12.26
16070 - Finisher, Flatwork, Machine	10.12
16090 - Presser, Hand	10.12
16110 - Presser, Machine, Drycleaning	10.12
16130 - Presser, Machine, Shirts	10.12

16160 - Presser, Machine, Wearing Apparel, Laundry	10.12
16190 - Sewing Machine Operator	12.92
16220 - Tailor	13.62
16250 - Washer, Machine	10.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.32
19040 - Tool And Die Maker	23.65
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.40
21030 - Material Coordinator	19.89
21040 - Material Expediter	19.89
21050 - Material Handling Laborer	11.87
21071 - Order Filler	10.55
21080 - Production Line Worker (Food Processing)	14.40
21110 - Shipping Packer	13.50
21130 - Shipping/Receiving Clerk	13.50
21140 - Store Worker I	12.70
21150 - Stock Clerk	15.48
21210 - Tools And Parts Attendant	14.40
21410 - Warehouse Specialist	14.40
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.19
23021 - Aircraft Mechanic I	21.39
23022 - Aircraft Mechanic II	22.19
23023 - Aircraft Mechanic III	23.00
23040 - Aircraft Mechanic Helper	17.30
23050 - Aircraft, Painter	20.55
23060 - Aircraft Servicer	18.89
23080 - Aircraft Worker	19.72
23110 - Appliance Mechanic	17.30
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	24.06
23130 - Carpenter, Maintenance	16.95
23140 - Carpet Layer	15.84
23160 - Electrician, Maintenance	21.73
23181 - Electronics Technician Maintenance I	19.64
23182 - Electronics Technician Maintenance II	23.73
23183 - Electronics Technician Maintenance III	25.06
23260 - Fabric Worker	17.71
23290 - Fire Alarm System Mechanic	19.70
23310 - Fire Extinguisher Repairer	16.78
23311 - Fuel Distribution System Mechanic	23.73
23312 - Fuel Distribution System Operator	19.85
23370 - General Maintenance Worker	16.44
23380 - Ground Support Equipment Mechanic	21.39
23381 - Ground Support Equipment Servicer	18.89
23382 - Ground Support Equipment Worker	19.72
23391 - Gunsmith I	16.78
23392 - Gunsmith II	18.59
23393 - Gunsmith III	20.28
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.81
23411 - Heating, Ventilation And Air Contdi tioning Mechanic (Research Facility)	20.55
23430 - Heavy Equipment Mechanic	18.74
23440 - Heavy Equipment Operator	16.37
23460 - Instrument Mechanic	22.77
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.87
23510 - Locksmith	17.39
23530 - Machinery Maintenance Mechanic	19.80
23550 - Machinist, Maintenance	20.09
23580 - Maintenance Trades Helper	14.01

23591 - Metrol ogy Techni ci an I	22. 77
23592 - Metrol ogy Techni ci an II	23. 61
23593 - Metrol ogy Techni ci an III	24. 52
23640 - Mi llwri ght	21. 56
23710 - Offi ce Appl iance Repai rer	18. 91
23760 - Pai nter, Mai ntenance	16. 49
23790 - Pi pefi tter, Mai ntenance	19. 84
23810 - Pl umber, Mai ntenance	17. 51
23820 - Pneudraul ic Systems Mechani c	20. 28
23850 - Ri gger	20. 03
23870 - Scal e Mechani c	18. 59
23890 - Sheet-Metal Worker, Mai ntenance	17. 60
23910 - Small Engi ne Mechani c	15. 58
23931 - Tel ecommuni cati ons Mechani c I	22. 81
23932 - Tel ecommuni cati ons Mechani c II	25. 46
23950 - Tel ephone Li neman	25. 17
23960 - Wel der, Combi nati on, Mai ntenance	18. 40
23965 - Wel l Dri ller	18. 82
23970 - Woodcraft Worker	20. 28
23980 - Woodworker	14. 70
24000 - Personal Needs Occupati ons	
24570 - Chi ld Care Attendant	10. 46
24580 - Chi ld Care Center Clerk	13. 98
24610 - Chore Ai de	9. 76
24620 - Famili y Readiness And Support Servi ces Coordi nator	12. 62
24630 - Homemaker	14. 35
25000 - Pl ant And System Operati ons Occupati ons	
25010 - Boi ller Tender	20. 25
25040 - Sewage Pl ant Operator	18. 09
25070 - Stati onary Engi neer	20. 25
25190 - Ventil ati on Equi pment Tender	15. 89
25210 - Water Treatment Pl ant Operator	18. 09
27000 - Protecti ve Servi ce Occupati ons	
27004 - Al arm Moni tor	16. 12
27007 - Baggage Inspe ctor	11. 98
27008 - Correcti ons Offi cer	19. 46
27010 - Court Securi ty Offi cer	20. 42
27030 - Detecti on Dog Handl er	18. 98
27040 - Detenti on Offi cer	19. 46
27070 - Fi refi ghter	19. 24
27101 - Guard I	11. 98
27102 - Guard II	18. 98
27131 - Poli ce Offi cer I	20. 49
27132 - Poli ce Offi cer II	22. 78
28000 - Recreati on Occupati ons	
28041 - Carni val Equi pment Operator	10. 98
28042 - Carni val Equi pment Repai rer	12. 53
28043 - Carni val Equi pment Worker	9. 65
28210 - Gate Attendant/Gate Tender	14. 87
28310 - Li feguard	11. 01
28350 - Park Attendant (Ai de)	16. 63
28510 - Recreati on Ai de/Heal th Faci lity Attendant	12. 14
28515 - Recreati on Speci alist	17. 78
28630 - Sports Offi ci al	13. 25
28690 - Swi mmi ng Pool Operator	18. 70
29000 - Stevedori ng/Longshoremen Occupati onal Servi ces	
29010 - Bl ocker And Bracer	20. 00
29020 - Hatch Tender	20. 00
29030 - Li ne Handl er	19. 80
29041 - Stevedore I	17. 60
29042 - Stevedore II	20. 97
30000 - Techni cal Occupati ons	

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	17.67
30022	- Archeological Technician II	18.40
30023	- Archeological Technician III	22.49
30030	- Cartographic Technician	22.49
30040	- Civil Engineering Technician	22.13
30061	- Drafter/CAD Operator I	16.22
30062	- Drafter/CAD Operator II	18.15
30063	- Drafter/CAD Operator III	20.24
30064	- Drafter/CAD Operator IV	24.90
30081	- Engineering Technician I	15.49
30082	- Engineering Technician II	17.38
30083	- Engineering Technician III	19.45
30084	- Engineering Technician IV	24.10
30085	- Engineering Technician V	29.48
30086	- Engineering Technician VI	35.66
30090	- Environmental Technician	17.86
30210	- Laboratory Technician	17.74
30240	- Mathematical Technician	23.34
30361	- Paralegal/Legal Assistant I	20.12
30362	- Paralegal/Legal Assistant II	24.94
30363	- Paralegal/Legal Assistant III	30.50
30364	- Paralegal/Legal Assistant IV	36.90
30390	- Photo-Optics Technician	22.49
30461	- Technical Writer I	22.53
30462	- Technical Writer II	27.56
30463	- Technical Writer III	33.34
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 3) 20.24
30621	- Weather Observer, Senior	(see 3) 22.49
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	12.21
31030	- Bus Driver	15.33
31043	- Driver Courier	14.03
31260	- Parking and Lot Attendant	10.22
31290	- Shuttle Bus Driver	14.80
31310	- Taxi Driver	10.25
31361	- Truckdriver, Light	14.80
31362	- Truckdriver, Medium	15.62
31363	- Truckdriver, Heavy	16.15
31364	- Truckdriver, Tractor-Trailer	16.15
99000	- Miscellaneous Occupations	
99030	- Cashier	8.92
99050	- Desk Clerk	10.51
99095	- Embalmer	24.30
99251	- Laboratory Animal Caretaker I	12.46
99252	- Laboratory Animal Caretaker II	13.14
99310	- Mortician	24.30
99410	- Pest Controller	16.17
99510	- Photofinishing Worker	14.91
99710	- Recycling Laborer	13.16
99711	- Recycling Specialist	14.85
99730	- Refuse Collector	12.33
99810	- Sales Clerk	12.44
99820	- School Crossing Guard	9.38
99830	- Survey Party Chief	19.27

99831 - Surveying Aide	13.14
99832 - Surveying Technician	17.52
99840 - Vending Machine Attendant	11.32
99841 - Vending Machine Repairer	15.52
99842 - Vending Machine Repairer Helper	11.33

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 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 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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 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 link 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 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.

WD-2005-2241, Revision 13.txt

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2255 (Rev. -14) was first posted on www.wdol.gov on 06/19/2012

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. : 2005-2255
Revision No. : 14
Date Of Revision: 06/13/2012

Applicable in the state of Massachusetts in the areas listed below:

BRI STOL COUNTY: Mansfi el d, Norton, Rayham

ESSEX COUNTY: Lynn, Lynnfi el d, Nahant, Saugus

MIDDLESEX COUNTY: Entire County

NORFOLK COUNTY: Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Franklin, Holbrook, Medfi el d, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Wal pole, Wellesley, Westwood, Weymouth, Wrentham

PLYMOUTH COUNTY: Carver, Duxbury, Hanover, Hanson, Hingham, Hull, Kingston, Lakeville, Marshfi el d, Middl eborough, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate

SUFFOLK COUNTY: Entire County

WORCESTER COUNTY: Berlin, Bolton, Harvard, Hopedale, Lancaster, Mendon, Milford, Southborough, Upton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.23
01012 - Accounting Clerk II		17.10
01013 - Accounting Clerk III		19.14
01020 - Administrative Assistant		25.42
01040 - Court Reporter		20.86
01051 - Data Entry Operator I		15.64
01052 - Data Entry Operator II		16.92
01060 - Dispatcher, Motor Vehicle		19.79
01070 - Document Preparation Clerk		14.87
01090 - Dupl icating Machine Operator		14.87
01111 - General Clerk I		14.66
01112 - General Clerk II		16.00
01113 - General Clerk III		18.17
01120 - Housing Referral Assistant		23.44
01141 - Messenger Courier		12.98
01191 - Order Clerk I		15.91
01192 - Order Clerk II		17.36
01261 - Personnel Assistant (Employment) I		17.41
01262 - Personnel Assistant (Employment) II		19.48
01263 - Personnel Assistant (Employment) III		21.71
01270 - Production Control Clerk		22.65
01280 - Recepti onist		14.31
01290 - Rental Clerk		17.19
01300 - Scheduler, Maintenance		18.80
01311 - Secretary I		18.80

01312	- Secretary II	21.03
01313	- Secretary III	23.44
01320	- Service Order Di spatcher	17.49
01410	- Suppl y Techni ci an	25.42
01420	- Survey Worker	15.77
01531	- Travel Clerk I	13.79
01532	- Travel Clerk II	14.92
01533	- Travel Clerk III	16.08
01611	- Word Processor I	16.11
01612	- Word Processor II	18.08
01613	- Word Processor III	20.22
05000	- Automoti ve Servi ce Occupati ons	
05005	- Automobi le Body Repai rer, Fi bergl ass	24.65
05010	- Automoti ve El ectri ci an	21.99
05040	- Automoti ve Gl ass Instal ler	21.02
05070	- Automoti ve Worker	21.02
05110	- Mobi le Equipment Servi cer	19.02
05130	- Motor Equipment Metal Mechani c	22.95
05160	- Motor Equipment Metal Worker	21.02
05190	- Motor Vehi cle Mechani c	22.95
05220	- Motor Vehi cle Mechani c Hel per	17.94
05250	- Motor Vehi cle Uphol stery Worker	19.98
05280	- Motor Vehi cle Wrecker	21.02
05310	- Pai nter, Automoti ve	21.99
05340	- Radi ator Repai r Speci ali st	21.02
05370	- Ti re Repai rer	14.22
05400	- Transmi ssi on Repai r Speci ali st	22.95
07000	- Food Preparati on And Servi ce Occupati ons	
07010	- Baker	14.36
07041	- Cook I	12.55
07042	- Cook II	13.85
07070	- Di shwasher	9.74
07130	- Food Servi ce Worker	12.03
07210	- Meat Cutter	20.00
07260	- Wai ter/Wai tress	12.62
09000	- Furni ture Mai ntenance And Repai r Occupati ons	
09010	- El ectrostati c Spray Pai nter	17.02
09040	- Furni ture Handler	13.14
09080	- Furni ture Refi ni sher	17.25
09090	- Furni ture Refi ni sher Hel per	13.94
09110	- Furni ture Repai rer, Mi nor	15.68
09130	- Uphol sterer	17.64
11000	- General Servi ces And Support Occupati ons	
11030	- Cl eaner, Vehi cles	11.66
11060	- El evator Operator	11.66
11090	- Gardener	18.44
11122	- Housekeepi ng Ai de	14.28
11150	- Jani tor	14.28
11210	- Laborer, Grounds Mai ntenance	15.13
11240	- Mai d or Houseman	11.80
11260	- Pruner	13.72
11270	- Tractor Operator	17.62
11330	- Trai l Mai ntenance Worker	15.13
11360	- Wi ndow Cl eaner	15.75
12000	- Heal th Occupati ons	
12010	- Ambul ance Dri ver	18.55
12011	- Breath Al coh ol Techni ci an	18.55
12012	- Certi fi ed Occupati onal Therapi st Assi stant	22.30
12015	- Certi fi ed Physi cal Therapi st Assi stant	22.60
12020	- Dental Assi stant	18.96
12025	- Dental Hygi eni st	37.80
12030	- EKG Techni ci an	28.17
12035	- El ectroneurodi agnosti c Technol ogi st	28.17

12040 - Emergency Medi cal Techni ci an	18. 55
12071 - Li censed Practi cal Nurse I	18. 83
12072 - Li censed Practi cal Nurse II	21. 06
12073 - Li censed Practi cal Nurse III	23. 48
12100 - Medi cal Assi stant	16. 90
12130 - Medi cal Laboratory Techni ci an	19. 41
12160 - Medi cal Record Clerk	15. 94
12190 - Medi cal Record Techni ci an	17. 83
12195 - Medi cal Transcri pti oni st	18. 12
12210 - Nucl ear Medi ci ne Technol ogi st	35. 16
12221 - Nursi ng Assi stant I	11. 45
12222 - Nursi ng Assi stant II	12. 87
12223 - Nursi ng Assi stant III	13. 65
12224 - Nursi ng Assi stant IV	15. 90
12235 - Opti cal Di spenser	22. 55
12236 - Opti cal Techni ci an	19. 18
12250 - Pharmacy Techni ci an	20. 80
12280 - Phl ebotomi st	15. 90
12305 - Radi ol ogi c Technol ogi st	32. 92
12311 - Regi stered Nurse I	31. 18
12312 - Regi stered Nurse II	40. 19
12313 - Regi stered Nurse II, Speci ali st	40. 19
12314 - Regi stered Nurse III	48. 63
12315 - Regi stered Nurse III, Anestheti st	48. 63
12316 - Regi stered Nurse IV	58. 29
12317 - Schedul er (Drug and Al coh ol Testi ng)	20. 62
13000 - Informati on And Arts Occupati ons	
13011 - Exhi bi ts Speci alist I	22. 17
13012 - Exhi bi ts Speci alist II	27. 46
13013 - Exhi bi ts Speci alist III	33. 59
13041 - Illu strator I	21. 90
13042 - Illu strator II	27. 12
13043 - Illu strator III	33. 18
13047 - Li brari an	34. 75
13050 - Li brary Ai de/Clerk	15. 72
13054 - Li brary Informati on Technol ogy Systems Admi ni strator	28. 03
13058 - Li brary Techni ci an	18. 69
13061 - Medi a Speci alist I	17. 09
13062 - Medi a Speci alist II	18. 13
13063 - Medi a Speci alist III	20. 22
13071 - Photograph er I	17. 70
13072 - Photograph er II	19. 80
13073 - Photograph er III	24. 53
13074 - Photograph er IV	30. 00
13075 - Photograph er V	36. 30
13110 - Vi deo Teleconference Techni ci an	19. 27
14000 - Informati on Technol ogy Occupati ons	
14041 - Computer Operator I	19. 71
14042 - Computer Operator II	22. 05
14043 - Computer Operator III	24. 58
14044 - Computer Operator IV	27. 32
14045 - Computer Operator V	30. 25
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
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 - Peri pheral Equipment Operator	19. 71
14160 - Personal Computer Support Techni ci an	27. 32
15000 - Instructi onal Occupati ons	

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15010	- Aircrew Training Devices Instructor (Non-Rated)	35.72
15020	- Aircrew Training Devices Instructor (Rated)	43.22
15030	- Air Crew Training Devices Instructor (Pilot)	51.80
15050	- Computer Based Training Specialist / Instructor	35.72
15060	- Educational Technologist	32.16
15070	- Flight Instructor (Pilot)	51.80
15080	- Graphic Artist	31.54
15090	- Technical Instructor	25.37
15095	- Technical Instructor/Course Developer	31.02
15110	- Test Proctor	20.47
15120	- Tutor	20.47
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	10.71
16030	- Counter Attendant	10.71
16040	- Dry Cleaner	14.24
16070	- Finisher, Flatwork, Machine	10.71
16090	- Presser, Hand	10.71
16110	- Presser, Machine, Drycleaning	10.71
16130	- Presser, Machine, Shirts	10.71
16160	- Presser, Machine, Wearing Apparel, Laundry	10.71
16190	- Sewing Machine Operator	15.10
16220	- Tailor	15.78
16250	- Washer, Machine	11.92
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	22.72
19040	- Tool And Die Maker	26.82
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	17.64
21030	- Material Coordinator	22.65
21040	- Material Expediter	22.65
21050	- Material Handling Laborer	14.26
21071	- Order Filler	15.51
21080	- Production Line Worker (Food Processing)	17.64
21110	- Shipping Packer	18.63
21130	- Shipping/Receiving Clerk	18.63
21140	- Store Worker I	12.66
21150	- Stock Clerk	17.11
21210	- Tools And Parts Attendant	17.64
21410	- Warehouse Specialist	17.64
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	30.32
23021	- Aircraft Mechanic I	28.22
23022	- Aircraft Mechanic II	30.32
23023	- Aircraft Mechanic III	30.61
23040	- Aircraft Mechanic Helper	20.65
23050	- Aircraft, Painter	24.38
23060	- Aircraft Servicer	23.22
23080	- Aircraft Worker	24.04
23110	- Appliance Mechanic	24.24
23120	- Bicycle Repairer	14.22
23125	- Cable Splicer	30.77
23130	- Carpenter, Maintenance	28.56
23140	- Carpet Layer	26.29
23160	- Electrician, Maintenance	32.18
23181	- Electronics Technician Maintenance I	26.39
23182	- Electronics Technician Maintenance II	27.59
23183	- Electronics Technician Maintenance III	28.80
23260	- Fabric Worker	22.03
23290	- Fire Alarm System Mechanic	24.63
23310	- Fire Extinguisher Repairer	21.01
23311	- Fuel Distribution System Mechanic	25.71
23312	- Fuel Distribution System Operator	20.37
23370	- General Maintenance Worker	23.18

23380 - Ground Support Equipment Mechanic	28.22
23381 - Ground Support Equipment Servicer	23.22
23382 - Ground Support Equipment Worker	24.04
23391 - Gunsmith I	21.01
23392 - Gunsmith II	23.18
23393 - Gunsmith III	25.30
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.66
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.02
23430 - Heavy Equipment Mechanic	24.63
23440 - Heavy Equipment Operator	28.89
23460 - Instrument Mechanic	25.45
23465 - Laboratory/Shelter Mechanic	24.24
23470 - Laborer	15.05
23510 - Locksmith	24.24
23530 - Machinery Maintenance Mechanic	25.30
23550 - Machinist, Maintenance	25.30
23580 - Maintenance Trades Helper	19.59
23591 - Metrology Technician I	25.45
23592 - Metrology Technician II	26.51
23593 - Metrology Technician III	27.61
23640 - Millwright	25.78
23710 - Office Appliance Repairer	24.24
23760 - Painter, Maintenance	24.24
23790 - Pipefitter, Maintenance	28.03
23810 - Plumber, Maintenance	26.86
23820 - Pneudraulic Systems Mechanic	25.30
23850 - Rigger	25.30
23870 - Scale Mechanic	23.18
23890 - Sheet-Metal Worker, Maintenance	25.56
23910 - Small Engine Mechanic	23.18
23931 - Telecommunications Mechanic I	27.79
23932 - Telecommunications Mechanic II	29.70
23950 - Telephone Lineman	28.74
23960 - Welder, Combination, Maintenance	25.30
23965 - Well Driller	25.30
23970 - Woodcraft Worker	25.30
23980 - Woodworker	21.01
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	14.11
24580 - Child Care Center Clerk	17.60
24610 - Chore Aide	11.80
24620 - Family Readiness And Support Services Coordinator	15.78
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.78
25040 - Sewage Plant Operator	22.18
25070 - Stationary Engineer	24.78
25190 - Ventilation Equipment Tender	19.18
25210 - Water Treatment Plant Operator	22.18
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.31
27007 - Baggage Inspector	15.85
27008 - Corrections Officer	26.87
27010 - Court Security Officer	25.91
27030 - Detection Dog Handler	18.95
27040 - Detention Officer	26.87
27070 - Firefighter	23.93
27101 - Guard I	15.85
27102 - Guard II	18.95
27131 - Police Officer I	26.92

27132 - Police Officer II	29.74
28000 - Recreation Occupati ons	
28041 - Carnival Equipment Operator	13.20
28042 - Carnival Equipment Repairer	13.98
28043 - Carnival Equipment Worker	10.92
28210 - Gate Attendant/Gate Tender	16.24
28310 - Lifeguard	13.45
28350 - Park Attendant (Aide)	17.74
28510 - Recreation Aide/Health Facility Attendant	13.58
28515 - Recreation Specialist	22.62
28630 - Sports Official	14.47
28690 - Swimming Pool Operator	19.44
29000 - Stevedoring/Longshoremen Occupational Servi ces	
29010 - Blocker And Bracer	25.54
29020 - Hatch Tender	25.54
29030 - Line Handler	25.54
29041 - Stevedore I	26.29
29042 - Stevedore II	29.25
30000 - Techni cal Occupati ons	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.10
30011 - Air Traffic Control Specialist, Stati on (HFO) (see 2)	27.25
30012 - Air Traffic Control Specialist, Termi nal (HFO) (see 2)	29.69
30021 - Archeologi cal Techni ci an I	21.07
30022 - Archeologi cal Techni ci an II	23.57
30023 - Archeologi cal Techni ci an III	29.20
30030 - Cartographi c Techni ci an	29.20
30040 - Ci vil Engi neeri ng Techni ci an	26.54
30061 - Drafter/CAD Operator I	21.07
30062 - Drafter/CAD Operator II	23.57
30063 - Drafter/CAD Operator III	26.27
30064 - Drafter/CAD Operator IV	32.34
30081 - Engi neeri ng Techni ci an I	17.29
30082 - Engi neeri ng Techni ci an II	19.42
30083 - Engi neeri ng Techni ci an III	21.74
30084 - Engi neeri ng Techni ci an IV	26.93
30085 - Engi neeri ng Techni ci an V	32.93
30086 - Engi neeri ng Techni ci an VI	38.49
30090 - Envi ronmental Techni ci an	28.49
30210 - Laboratory Techni ci an	23.40
30240 - Mathemati cal Techni ci an	29.20
30361 - Paral egal /Legal Assi stant I	20.44
30362 - Paral egal /Legal Assi stant II	25.32
30363 - Paral egal /Legal Assi stant III	30.97
30364 - Paral egal /Legal Assi stant IV	37.46
30390 - Photo-Opti cs Techni ci an	29.20
30461 - Techni cal Wri ter I	26.44
30462 - Techni cal Wri ter II	32.34
30463 - Techni cal Wri ter III	39.13
30491 - Unexploded Ordnance (UXO) Techni ci an I	24.85
30492 - Unexploded Ordnance (UXO) Techni ci an II	30.07
30493 - Unexploded Ordnance (UXO) Techni ci an III	36.04
30494 - Unexploded (UXO) Safety Escort	24.85
30495 - Unexploded (UXO) Sweep Personnel	24.85
30620 - Weather Observer, Combi ned Upper Ai r Or (see 2)	26.27
Surface Programs	
30621 - Weather Observer, Seni or (see 2)	29.20
31000 - Transportati on/Mobi le Equipment Operati on Occupati ons	
31020 - Bus Aide	13.20
31030 - Bus Driver	17.52
31043 - Driver Courier	15.79
31260 - Parking and Lot Attendant	10.69
31290 - Shuttle Bus Driver	16.93
31310 - Taxi Driver	12.95

31361 - Truckdri ver, Li ght	16. 93
31362 - Truckdri ver, Medi um	18. 70
31363 - Truckdri ver, Heavy	20. 68
31364 - Truckdri ver, Tractor-Trai l er	20. 68
99000 - Mi scel l aneous Occupati ons	
99030 - Cashier	11. 25
99050 - Desk Clerk	13. 70
99095 - Embal mer	26. 39
99251 - Laboratory Animal Caretaker I	14. 60
99252 - Laboratory Animal Caretaker II	15. 66
99310 - Mortici an	36. 23
99410 - Pest Controll er	16. 87
99510 - Photofi ni shi ng Worker	14. 38
99710 - Recycli ng Laborer	19. 74
99711 - Recycli ng Speci al i st	23. 30
99730 - Refuse Col l ector	17. 90
99810 - Sales Clerk	13. 61
99820 - School Crossi ng Guard	13. 77
99830 - Survey Party Chi ef	24. 28
99831 - Surveyi ng Ai de	16. 06
99832 - Surveyi ng Techni ci an	22. 08
99840 - Vendi ng Machi ne Attendant	15. 79
99841 - Vendi ng Machi ne Repai rer	18. 68
99842 - Vendi ng Machi ne Repai rer Hel per	15. 79

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3. 71 per hour or \$148. 40 per week or \$643. 07 per month

VACATION: 2 weeks paid vacati on after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service i ncludes 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 holi days per year, New Year's Day, Martin Luther King Jr's Birthday, Washi ngton's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgi vi ng Day, and Christmas Day. (A contractor may substitute for any of the named holi days another day off with pay i n accordance with a plan communi cated to the empl oyees i nvolved.) (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 determi nation does not apply to any empl oye e who i ndi vi du al ly qual i fies as a bona fi de executi ve, administrati ve, or professi onal empl oye e as defi ned i n 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 qual i fy as exempt computer professi onals, (29 C. F. R. 541. 400) wage rates may not be listed on this wage determi nation for all occupati ons wi thi n those job fami l i es. I n additi on, because this wage determi nation may not list a wage rate for some or all occupati ons wi thi n those job fami l i es i f the survey data i ndicates that the prevaili ng wage rate for the occupati on equals or exceeds \$27. 63 per hour conformances may be necessary for certain nonexempt empl oye es. For example, i f an i ndi vi du al empl oye e i s nonexempt but neverthe l ess performs duties wi thi n 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 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
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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 link 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 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.

WD 05-2257 (Rev. -16) was first posted on www.wdol.gov on 06/19/2012

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. : 2005-2257
Revision No. : 16
Date Of Revision: 06/13/2012

Applicable in Massachusetts and New Hampshire as listed below:

Massachusetts:

ESSEX COUNTY: Excluding these cities and towns: Lynn, Lynnfield, Nahant, and Saugus

New Hampshire:

ROCKINGHAM COUNTY: Including these cities and towns: Atkinson, Brentwood, Danville, Derry, East Kingston, Hampstead, Kingston, Newton, Plaistow, Salem, Sandown, Seabrook, and Windham

See WD 2005-2339 for other cities and towns that are excluded.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.23
01012 - Accounting Clerk II		17.10
01013 - Accounting Clerk III		19.14
01020 - Administrative Assistant		25.42
01040 - Court Reporter		20.86
01051 - Data Entry Operator I		15.46
01052 - Data Entry Operator II		16.79
01060 - Dispatcher, Motor Vehicle		19.79
01070 - Document Preparation Clerk		14.87
01090 - Duplicating Machine Operator		14.87
01111 - General Clerk I		14.66
01112 - General Clerk II		16.00
01113 - General Clerk III		18.17
01120 - Housing Referral Assistant		23.44
01141 - Messenger Courier		12.98
01191 - Order Clerk I		15.91
01192 - Order Clerk II		17.36
01261 - Personnel Assistant (Employment) I		17.41
01262 - Personnel Assistant (Employment) II		19.48
01263 - Personnel Assistant (Employment) III		21.71
01270 - Production Control Clerk		22.65
01280 - Recepti onist		14.31
01290 - Rental Clerk		17.19
01300 - Scheduler, Maintenance		18.80
01311 - Secretary I		18.80
01312 - Secretary II		21.03
01313 - Secretary III		23.44
01320 - Service Order Dispatcher		17.49
01410 - Supply Technician		25.42
01420 - Survey Worker		15.77
01531 - Travel Clerk I		13.79
01532 - Travel Clerk II		14.92
01533 - Travel Clerk III		16.08
01611 - Word Processor I		16.11

01612	- Word Processor II	18.08
01613	- Word Processor III	20.22
05000	- Automoti ve Servi ce Occupati ons	
05005	- Automobi le Body Repairer, Fi bergl ass	24.65
05010	- Automoti ve El ectri ci an	21.99
05040	- Automoti ve Gl ass Instal l er	21.02
05070	- Automoti ve Worker	21.02
05110	- Mobi le Equipment Servi cer	19.02
05130	- Motor Equipment Metal Mechani c	22.95
05160	- Motor Equipment Metal Worker	21.02
05190	- Motor Vehi cle Mechani c	22.95
05220	- Motor Vehi cle Mechani c Hel per	17.94
05250	- Motor Vehi cle Uphol stery Worker	19.98
05280	- Motor Vehi cle Wrecker	21.02
05310	- Pai nter, Automoti ve	21.99
05340	- Radi ator Repair Speci al i st	21.02
05370	- Ti re Repairer	14.51
05400	- Transmi ssi on Repair Speci al i st	22.95
07000	- Food Preparati on And Servi ce Occupati ons	
07010	- Baker	14.49
07041	- Cook I	12.55
07042	- Cook II	13.85
07070	- Di shwasher	9.74
07130	- Food Servi ce Worker	12.03
07210	- Meat Cutter	20.00
07260	- Waiter/Wai tress	12.62
09000	- Furni ture Mai ntenance And Repair Occupati ons	
09010	- El ectrostatic Spray Pai nter	17.37
09040	- Furni ture Handler	12.48
09080	- Furni ture Refi ni sher	17.37
09090	- Furni ture Refi ni sher Hel per	14.11
09110	- Furni ture Repairer, Mi nor	15.74
09130	- Uphol sterer	17.64
11000	- General Servi ces And Support Occupati ons	
11030	- Cleaner, Vehi cles	11.66
11060	- El evator Operator	11.66
11090	- Gardener	18.44
11122	- Housekeepi ng Ai de	14.28
11150	- Jani tor	14.28
11210	- Laborer, Grounds Mai ntenance	15.13
11240	- Mai d or Houseman	11.58
11260	- Pruner	13.72
11270	- Tractor Operator	17.66
11330	- Trail Mai ntenance Worker	15.13
11360	- Wi ndow Cleaner	15.75
12000	- Heal th Occupati ons	
12010	- Ambul ance Dri ver	18.55
12011	- Breath Al coh ol Techni ci an	18.55
12012	- Certi fi ed Occupati onal Therapi st Assi stant	22.30
12015	- Certi fi ed Physi cal Therapi st Assi stant	22.60
12020	- Dental Assi stant	18.96
12025	- Dental Hygi eni st	37.80
12030	- EKG Techni ci an	28.17
12035	- El ectroneurodi agnosti c Technol ogi st	28.17
12040	- Emergency Medi cal Techni ci an	18.55
12071	- Li censed Practi cal Nurse I	18.83
12072	- Li censed Practi cal Nurse II	21.60
12073	- Li censed Practi cal Nurse III	23.48
12100	- Medi cal Assi stant	16.90
12130	- Medi cal Laboratory Techni ci an	19.41
12160	- Medi cal Record Cl erk	15.94
12190	- Medi cal Record Techni ci an	17.83
12195	- Medi cal Transcri pti oni st	18.12

12210 - Nucl ear Medi ci ne Technol ogi st	35. 16
12221 - Nursi ng Assi stant I	11. 45
12222 - Nursi ng Assi stant II	12. 87
12223 - Nursi ng Assi stant III	13. 65
12224 - Nursi ng Assi stant IV	15. 90
12235 - Opti cal Di spenser	22. 55
12236 - Opti cal Techni ci an	19. 18
12250 - Pharmacy Techni ci an	20. 80
12280 - Phl ebotomi st	15. 90
12305 - Radi ol ogi c Technol ogi st	32. 92
12311 - Regi stered Nurse I	31. 18
12312 - Regi stered Nurse II	40. 19
12313 - Regi stered Nurse II, Speci ali st	40. 19
12314 - Regi stered Nurse III	48. 63
12315 - Regi stered Nurse III, Anestheti st	48. 63
12316 - Regi stered Nurse IV	58. 29
12317 - Schedul er (Drug and Al cokol Testi ng)	20. 62
13000 - Informati on And Arts Occupati ons	
13011 - Exhi bi ts Speci ali st I	22. 17
13012 - Exhi bi ts Speci ali st II	27. 46
13013 - Exhi bi ts Speci ali st III	33. 59
13041 - Illu strator I	21. 90
13042 - Illu strator II	27. 12
13043 - Illu strator III	33. 18
13047 - Li brari an	34. 75
13050 - Li brary Ai de/Cl erk	15. 72
13054 - Li brary Informati on Technol ogy Systems Admi ni strator	28. 03
13058 - Li brary Techni ci an	18. 69
13061 - Medi a Speci ali st I	17. 09
13062 - Medi a Speci ali st II	18. 13
13063 - Medi a Speci ali st III	20. 22
13071 - Photograph er I	17. 70
13072 - Photograph er II	19. 80
13073 - Photograph er III	24. 53
13074 - Photograph er IV	30. 00
13075 - Photograph er V	36. 30
13110 - Vi deo Tel econference Techni ci an	19. 27
14000 - Informati on Technol ogy Occupati ons	
14041 - Computer Operator I	19. 71
14042 - Computer Operator II	22. 05
14043 - Computer Operator III	24. 58
14044 - Computer Operator IV	27. 32
14045 - Computer Operator V	30. 25
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
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 - Peri pheral Equi pment Operator	19. 71
14160 - Personal Computer Support Techni ci an	27. 32
15000 - Instructi onal Occupati ons	
15010 - Ai rcrew Traini ng Devi ces Instruct or (Non-Rated)	35. 72
15020 - Ai rcrew Traini ng Devi ces Instruct or (Rated)	43. 22
15030 - Ai r Crew Traini ng Devi ces Instruct or (Pi lot)	50. 97
15050 - Computer Based Traini ng Speci ali st / Instruct or	35. 46
15060 - Educati onal Technol ogi st	32. 16
15070 - Fl ight Instruct or (Pi lot)	50. 97
15080 - Graphi c Arti st	31. 54
15090 - Techni cal Instruct or	25. 37
15095 - Techni cal Instruct or/Course Devel oper	31. 02

15110 - Test Proctor	20.47
15120 - Tutor	20.47
16000 - Laundry, Dry-Cleani ng, Pressi ng And Related Occupati ons	
16010 - Assembler	10.71
16030 - Counter Attendant	10.71
16040 - Dry Cleaner	14.24
16070 - Fi ni sher, Fl atwork, Machi ne	10.71
16090 - Presser, Hand	10.71
16110 - Presser, Machi ne, Drycl eani ng	10.71
16130 - Presser, Machi ne, Shi rts	10.71
16160 - Presser, Machi ne, Wearing Apparel , Laundry	10.71
16190 - Sewi ng Machi ne Operator	15.10
16220 - Tailor	15.78
16250 - Washer, Machi ne	11.92
19000 - Machi ne Tool Operati on And Repair Occupati ons	
19010 - Machi ne-Tool Operator (Tool Room)	22.72
19040 - Tool And Die Maker	26.82
21000 - Materi als Handl ing And Packi ng Occupati ons	
21020 - Forkl ift Operator	17.64
21030 - Material Coordinator	22.65
21040 - Material Expedi ter	22.65
21050 - Material Handl ing Laborer	14.26
21071 - Order Filler	15.03
21080 - Producti on Li ne Worker (Food Processi ng)	17.64
21110 - Shi ppi ng Packer	18.63
21130 - Shi ppi ng/Recei vi ng Clerk	18.63
21140 - Store Worker I	12.66
21150 - Stock Clerk	17.11
21210 - Tools And Parts Attendant	17.64
21410 - Warehouse Speci alist	17.64
23000 - Mechani cs And Mai ntenance And Repair Occupati ons	
23010 - Aerospace Structural Wel der	30.32
23021 - Ai rcraft Mechani c I	28.22
23022 - Ai rcraft Mechani c II	30.32
23023 - Ai rcraft Mechani c III	30.61
23040 - Ai rcraft Mechani c Hel per	20.65
23050 - Ai rcraft, Pai nter	24.38
23060 - Ai rcraft Servi cer	23.22
23080 - Ai rcraft Worker	24.04
23110 - Appl iance Mechani c	24.24
23120 - Bi cycl e Repai rer	14.51
23125 - Cable Spli cer	30.77
23130 - Carpenter, Mai ntenance	28.56
23140 - Carpet Layer	26.29
23160 - El ectri ci an, Mai ntenance	32.18
23181 - El ectroni cs Techni ci an Mai ntenance I	26.39
23182 - El ectroni cs Techni ci an Mai ntenance II	27.59
23183 - El ectroni cs Techni ci an Mai ntenance III	28.80
23260 - Fabric Worker	22.03
23290 - Fire Alarm System Mechani c	24.63
23310 - Fire Exti ngui sher Repai rer	21.01
23311 - Fuel Di stri buti on System Mechani c	25.71
23312 - Fuel Di stri buti on System Operator	20.37
23370 - General Mai ntenance Worker	23.18
23380 - Ground Support Equipment Mechani c	28.22
23381 - Ground Support Equipment Servi cer	23.22
23382 - Ground Support Equipment Worker	24.04
23391 - Gunsmi th I	21.01
23392 - Gunsmi th II	23.18
23393 - Gunsmi th III	25.30
23410 - Heati ng, Vent i lati on And Ai r-Condi ti oni ng Mechani c	24.66
23411 - Heati ng, Vent i lati on And Ai r Contdi ti oni ng	26.02

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	24. 63
23440 - Heavy Equipment Operator	28. 89
23460 - Instrument Mechanic	24. 45
23465 - Laboratory/Shelter Mechanic	24. 24
23470 - Laborer	15. 05
23510 - Locksmith	24. 24
23530 - Machinery Maintenance Mechanic	25. 30
23550 - Machinist, Maintenance	25. 30
23580 - Maintenance Trades Helper	19. 59
23591 - Metrology Technician I	25. 45
23592 - Metrology Technician II	26. 51
23593 - Metrology Technician III	27. 61
23640 - Millwright	25. 78
23710 - Office Appliance Repairer	24. 24
23760 - Painter, Maintenance	24. 24
23790 - Pipefitter, Maintenance	28. 03
23810 - Plumber, Maintenance	26. 86
23820 - Pneumatic Systems Mechanic	25. 30
23850 - Rigger	25. 30
23870 - Scale Mechanic	23. 18
23890 - Sheet-Metal Worker, Maintenance	25. 56
23910 - Small Engine Mechanic	23. 18
23931 - Telecommunications Mechanic I	27. 79
23932 - Telecommunications Mechanic II	29. 70
23950 - Telephone Lineman	28. 74
23960 - Welder, Combination, Maintenance	25. 30
23965 - Well Driller	25. 30
23970 - Woodcraft Worker	25. 30
23980 - Woodworker	21. 01
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	14. 11
24580 - Child Care Center Clerk	17. 60
24610 - Chore Aide	11. 77
24620 - Family Readiness And Support Services Coordinator	15. 78
24630 - Homemaker	19. 55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24. 78
25040 - Sewage Plant Operator	22. 18
25070 - Stationary Engineer	24. 78
25190 - Ventilation Equipment Tender	19. 18
25210 - Water Treatment Plant Operator	22. 18
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19. 31
27007 - Baggage Inspector	15. 85
27008 - Corrections Officer	26. 87
27010 - Court Security Officer	25. 91
27030 - Detection Dog Handler	18. 95
27040 - Detention Officer	26. 87
27070 - Firefighter	23. 93
27101 - Guard I	15. 85
27102 - Guard II	18. 95
27131 - Police Officer I	26. 92
27132 - Police Officer II	29. 74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13. 20
28042 - Carnival Equipment Repairer	13. 98
28043 - Carnival Equipment Worker	10. 92
28210 - Gate Attendant/Gate Tender	16. 24
28310 - Lifeguard	13. 01
28350 - Park Attendant (Aide)	17. 74
28510 - Recreation Aide/Health Facility Attendant	13. 58

28515 - Recreation Specialist	22.62
28630 - Sports Official	14.47
28690 - Swimming Pool Operator	19.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.54
29020 - Hatch Tender	25.54
29030 - Line Handler	25.54
29041 - Stevedore I	26.57
29042 - Stevedore II	29.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.10
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.25
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.69
30021 - Archeological Technician I	21.07
30022 - Archeological Technician II	23.57
30023 - Archeological Technician III	29.20
30030 - Cartographic Technician	29.20
30040 - Civil Engineering Technician	26.54
30061 - Drafter/CAD Operator I	21.07
30062 - Drafter/CAD Operator II	23.57
30063 - Drafter/CAD Operator III	26.27
30064 - Drafter/CAD Operator IV	32.34
30081 - Engineering Technician I	15.84
30082 - Engineering Technician II	19.42
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.93
30085 - Engineering Technician V	32.93
30086 - Engineering Technician VI	39.85
30090 - Environmental Technician	26.92
30210 - Laboratory Technician	23.40
30240 - Mathematical Technician	29.20
30361 - Paralegal/Legal Assistant I	20.44
30362 - Paralegal/Legal Assistant II	25.32
30363 - Paralegal/Legal Assistant III	30.97
30364 - Paralegal/Legal Assistant IV	37.46
30390 - Photo-Optics Technician	29.20
30461 - Technical Writer I	26.44
30462 - Technical Writer II	32.34
30463 - Technical Writer III	39.13
30491 - Unexploded Ordnance (UXO) Technician I	24.85
30492 - Unexploded Ordnance (UXO) Technician II	30.07
30493 - Unexploded Ordnance (UXO) Technician III	36.04
30494 - Unexploded (UXO) Safety Escort	24.85
30495 - Unexploded (UXO) Sweep Personnel	24.85
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.27
Surface Programs	
30621 - Weather Observer, Senior (see 2)	29.20
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.20
31030 - Bus Driver	17.52
31043 - Driver Courier	15.79
31260 - Parking and Lot Attendant	10.69
31290 - Shuttle Bus Driver	16.93
31310 - Taxi Driver	12.95
31361 - Truckdriver, Light	16.93
31362 - Truckdriver, Medium	18.70
31363 - Truckdriver, Heavy	20.68
31364 - Truckdriver, Tractor-Trailer	20.68
99000 - Miscellaneous Occupations	
99030 - Cashier	9.32
99050 - Desk Clerk	12.56
99095 - Embalmer	26.39
99251 - Laboratory Animal Caretaker I	14.60

99252 - Laboratory Animal Caretaker II	15.66
99310 - Mortician	36.23
99410 - Pest Controller	16.87
99510 - Photofinishing Worker	14.38
99710 - Recycling Laborer	19.74
99711 - Recycling Specialist	23.30
99730 - Refuse Collector	17.90
99810 - Sales Clerk	13.61
99820 - School Crossing Guard	13.77
99830 - Survey Party Chief	24.28
99831 - Surveying Aide	16.06
99832 - Surveying Technician	22.08
99840 - Vending Machine Attendant	15.79
99841 - Vending Machine Repairer	18.68
99842 - Vending Machine Repairer Helper	15.79

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks 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 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 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 link 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 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.

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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 357 through 395 redacted for the following reasons:

(b)(4), (b)(6), (b)(7)e, (b)(7)f