

Company Name:
Paragon Systems

Contract Number:
GS-07F-0418K (GS07F0418K)
HSCEE4-08-A-00001 (HSCEE408A00001)

Solicitation Number:
HSCEGI-07-Q-00003 (HSCEGI07Q00003)

Latest Modification Processed:
P00003

Period of Performance:
4/1/2008 through 3/31/2013

Services Provided:
Providing armed security guard services for federally owned and leased buildings or facilities throughout the State of Georgia (GA).

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PAGE OF 1 2
 2. CONTRACT NO. HSCRE4-08-A-00001
 3. AWARD/EFFECTIVE DATE: 12/31/07
 4. ORDER NUMBER
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Lawana Nunnally
 b. TELEPHONE NUMBER: 404 [redacted] b6
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: ICE/FPS/EAST
 ICE/FPS/East CCG/Region 4
 Immigration and Customs Enforcement
 Federal Protective Service
 Office of Acquisition Management
 701 Market Street, Suite 4200
 Philadelphia PA 19106
 10. THIS ACQUISITION IS:
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)
 NAICS: 561612
 SIZE STANDARD: \$17.00

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12. DISCOUNT TERMS: As Indicated On Each Call
 13a. THIS CONTRACT IS A RATED ORDER UNDER UPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: CODE: As Indicated On Each Call
 16. ADMINISTERED BY: CODE: ICE/FPS/EAST C
 ICE/FPS/East CCG/Region 4
 Immigration and Customs Enforcement
 Ofc of Acquisition Management - FPS
 77 Forsyth Street SW
 Attn: Lawana Nunnally
 Atlanta GA 3030-0253

17a. CONTRACTOR/OFFEROR: CODE: 1753576720000 FACILITY CODE:
 PARAGON SYSTEMS, INC
 14160 NEWBROOK DR.
 SUITE 150
 CHANTILLY VA 2015 12297
 18a. PAYMENT WILL BE MADE BY: CODE: As Indicated On Each Call

TELEPHONE NO.
 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
	GSA Contract #: GS-07F-0418K 1. This Blanket Purchase Agreement (BPA) is issued against GSA Contract Number GS-07F-0418K in response to Request for Quotation Number HSCCEGI-07-Q-00003 for Armed Security Guard Services for federally owned and leased buildings or facilities throughout the State of Georgia. 2. This BPA may remain in effect for up to five (5) years. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: As Indicated On Each Call
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-9 AND 52.212-5 ARE ATTACHED. ADDEND ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT REF GA GUARD SVCS OFFER DATED 12/12/2007. YOUR OFFER ON SOLICITATION (BLOCKS), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL (revised quote)

30a. SIGNATURE OF OFFEROR/CONTRACTOR: [Signature]
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Patricia R. Campbell

30b. NAME AND TITLE OF SIGNER (Type or print): Leslie Kaiban
 30c. DATE SIGNED: 1-2-08
 31b. NAME OF CONTRACTING OFFICER (Type or print): Patricia R. Campbell
 31c. DATE SIGNED: 1-2-08

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 PREVIOUS EDITION IS NOT USABLE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>3. The following periods are established for ordering and performance under the BPA:</p> <p>Base Period: 01 April 2008 - 31 March 2009 Year 2: 01 April 2009 - 31 March 2010 Year 3: 01 April 2010 - 31 March 2011 Year 4: 01 April 2011 - 31 March 2012 Year 5: 01 April 2012 - 31 March 2013</p> <p>4. Specific service will be ordered and funding provided on individual call orders issued under this BPA.</p> <p>5. The following items attached hereto are incorporated into the BPA: Attachment 1 - Pricing Schedule Attachment 2 - Statement of Work Attachment 3 - Exhibits 1 through 9 Attachment 4 - Terms and Conditions Attachment 5 - Suitability Screening</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS 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 (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

**Attachment #1
SCHEDULE OF PRICES
STATE OF GEORGIA**

BASE YEAR (Performance Period 1 April 2008 - 31 Mar 2009)

CLIN	DESCRIPTION	RATE/HR
CLIN 0001	BASIC SERVICES	\$
CLIN 0001 a	SITE SUPERVISOR	\$ b4
CLIN 0002	TEMPORARY OR SPECIAL ADDITIONAL SERVICES	\$

YEAR 2 (Performance Period 1 April 2009 – 31 Mar 2010)

CLIN	DESCRIPTION	RATE/HR
CLIN 0003	BASIC SERVICES	\$
CLIN 0003 a	SITE SUPERVISOR	\$ b4
CLIN 0004	TEMPORARY OR SPECIAL ADDITIONAL SERVICES	\$

YEAR 3 (Performance Period 1 April 2010 – 31 Mar 2011)

CLIN	DESCRIPTION	RATE/HR
CLIN 0005	BASIC SERVICES	\$
CLIN 0005 a	SITE SUPERVISOR	\$ b4
CLIN 0006	TEMPORARY OR SPECIAL ADDITIONAL SERVICES	\$

YEAR 4 (Performance Period 1 April 2011 – 31 Mar 2012)

CLIN	DESCRIPTION	RATE/HR
CLIN 0007	BASIC SERVICES	\$
CLIN 0007 a	SITE SUPERVISOR	\$ b4
CLIN 0008	TEMPORARY OR SPECIAL ADDITIONAL SERVICES	\$

YEAR 5 (Performance Period 1 April 2012 – 31 Mar 2013)

CLIN	DESCRIPTION	RATE/HR
CLIN 0009	BASIC SERVICES	\$
CLIN 0009 a	SITE SUPERVISOR	\$ b4
CLIN 0010	TEMPORARY OR SPECIAL ADDITIONAL SERVICES	\$

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STATEMENT OF WORK

1 Introduction

1.1 Use of Acronyms

This BPA contains numerous acronyms. Whenever a new term is introduced in the BPA that will be referred to by an acronym, the acronym will appear next to the term in parentheses (). The acronyms that will appear in the BPA are listed below for easy reference:

ATR	Agency Technical Representative
SGIM	Security guard Information Manual
CM	Contract Manager
CPM	Contract Performance Monitor
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
DHS	Department of Homeland Security
DOL	Department of Labor
FAR	Federal Acquisition Regulation
FLEP	FPS Law Enforcement Personnel
FPS	Federal Protective Service
FSS	Federal Supply Service, General Services Administration
HSAM	Homeland Security Acquisition Manual
HSAR	Homeland Security Acquisition Regulations
ICE	Immigration and Customs Enforcement
MAS	Multiple Award Schedule Public Buildings Service
SAS	Special Additional Services
SF 30	Standard Form 30 (Amendment of Solicitation/Modification of Contract)
SOW	Statement of Work
SUPV	Supervisor
TAS	Temporary Additional Services

1.2 Introduction (General)

This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS).

- A. As an integral component of the FPS security effort, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW and in various sections of this BPA. The Contractor shall perform to the standards required in this BPA and

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will be expected to work closely with FPS representatives throughout the duration of the BPA.

- B. **Important Note**: Where the Government identifies and references specific BPA Section numbers, that reference refers to that Section in its entirety, including every subsection having the same letter and/or letter-number prefix. For example, a reference to the requirements of “Section III” includes all of Section III. Similarly, a reference to Section 7 includes Sections 7.1, 7.2, and so on, through the last subsection identified with a prefix of “7.”

1.3 Introduction (FPS)

- A. FPS is the security and law enforcement component of the Department of Homeland Security, Immigration and Customs Enforcement. FPS is responsible for protecting federally owned or leased facilities. FPS ‘s mission is to provide a safe environment in which Federal agencies conduct their business without fear of violence, crime or disorder.
- B. Contract security guards have a crucial and highly visible role in support of FPS’s mission. They are usually the first (and sometimes only) contact visitors have with the Federal community, and they are usually the first line of defense in a federally controlled facility. Visitors and federal employees perceive the contract Security Guards to be integral with the FPS mission. It is crucial that the Contractor ensure that their employees realize the importance of their role, and perform their duties courteously and professionally at all times.
- C. The Prime Contractor shall notify the COTR under the respective BPA of any work to be subcontracted. The services shall be transparent to FPS’ customers and shall use the Prime Contractor’s chain of command.

1.4 Introduction (The BPA)

The Government contemplates issuance of a Firm-Fixed Price Blanket Purchase Agreement against the GSA Schedule contract.

1.5 Introduction (BPA Calls)

- A. A “call” will be issued for services required under this BPA and will be ordered using an Optional Form 347 (OF-347), order for Supplies and Services, with a unique call number.
- B. Each call issued by the Contracting Officer (CO) shall contain the specific building(s), post locations, hours of service, and period of service required by the Government.

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- C. Under the Changes Clause of the Basic GSA schedule contract, the Government has the unilateral right to add, decrease, cancel, or modify services stated in each call issued, as long as the change is within the scope of the BPA and calls against the BPA. The Contractor will be obligated to provide services at the specified hourly rates contained in the BPA. All modifications to the BPA and calls will be accomplished using a Standard Form 30 (SF30) (form subject to change), Amendment to Solicitation/Modification of Contract. If the Government has new requirements that are not directly related to an existing call but are within the scope of this BPA, those services will be ordered by a separate call.
- D. Temporary or Special Additional Services (TAS/SAS) will be issued through separate calls. Depending on the circumstances of each order, TAS/SAS orders may be issued verbally between the CO and/or his/her designated representative and the Contractor and formalized in a written call as soon as possible after the order is made.

2 BPA Start-Up, Review, and Follow-Up

2.1 Conferences and Meetings

- A. Immediately after the establishment of the BPA(s) and prior to the Contractor's performance at the work site(s), the FPS CO shall notify the Contractor, and the FPS Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total BPA requirements and a review of the Contractor's Transition Management Plan.
- B. During the performance of the BPA, the FPS CO, COTR, and the Contractor shall meet annually or on an as-needed basis to discuss all relevant BPA issues. A mutual effort will be made to resolve all problems identified. The Contractor and the CO shall sign the written minutes of these meetings, which will be prepared by the Government and incorporated into the contract file. Should the Contractor not concur with the minutes, the Contractor shall state, in writing to the CO, any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the report in the BPA file.
- C. The Government will allow only a 60-day start-up from date of award of the contract to the initial start of performance for the state of South Carolina. . The Government will allow only a 90-day start-up from date of award of the contract to the initial start of performance for the state of Georgia.

3 Authority and Jurisdiction, Permits, Licenses, and Adherence to Laws

3.1 Prior to Commencement of Work

- A. The Contractor will perform services in the States of Georgia and/or South Carolina. The Contractor must possess ALL licenses required to perform services in the States of Georgia and/or South Carolina.
- B. The applicable licensing authorities that are known to the Government at this time are: Georgia Board of Private Detective and Security Agencies located at 237 Coliseum Drive, Macon, Georgia 31217-3858, phone (478) 207-1354, or P.O. Box 13446, Macon, Georgia 31208, phone (478) 207-2440, web site <http://www.sos.state.ga.us/plb/detective>
- C. The applicable licensing authorities that are known to the Government at this time are: South Carolina Law Enforcement Division (SLED), Attn: Regulatory Unit, P.O. Box 21398, Columbia, SC 29221 or SLED, Attn: Regulatory Unit, 4400 Broad River Road, Columbia, SC 29210.
- D. **Important Note:** The Contractor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. **This information is provided as a guide only. The Contractor must verify and comply with all Federal, State, and Local requirements, whether listed here or not.**
- E. Prior to commencement of work under this BPA, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the state or local jurisdiction in which the services are to be performed to:
 - 1. Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes. The Contractor will not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications. Contractor services rendered by a Security Guard lacking appropriate permits and certifications are non-conforming; such a breach is subject to legal remedy authorized by Federal Acquisitions or statutes.
 - 2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under this BPA.
 - 3. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual contractor employees) to the CO prior to the BPA start date and again within 15 days after each renewal of the one year

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ordering period by the Government. The Contractor shall complete and certify a written record that shows names and issue dates for each contractor employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any work. The Contractor shall provide an updated record to the Government upon the CO's or COTR's request. The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the duration of this BPA.

4. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this BPA prior to performing any work under this BPA.

F. **Important Note:** Failure by the Contractor to obtain all required licenses after award of the BPA will be grounds for termination for cause.

3.2 During Performance of BPA

- A. In performance of work under this BPA, the Contractor shall be responsible for maintaining current, valid copies of all licenses, permits, certifications, and registrations and for complying with all applicable Federal, state, and local laws and regulations associated with licensing and permit issuance. The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request, at any time, during the duration of this BPA.
- B. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the course of the BPA, including any and all additional ordering periods the Government awards. The costs associated with this requirement must be factored into the Contractor's hourly rate, as they will not be itemized or paid for separately by the Government.
- C. Failure by the Contractor to maintain valid licenses and permits will be cause for the Government to take Contractual actions, up to and including termination for default. For instance, if an armed guard's firearms permit expires, and he/she is legally required to possess a valid license while armed, the CO will require that the guard be removed from the post until a valid permit is obtained. If the Contractor fails to renew a required license and the controlling authority (state, local, etc) orders the Contractor to cease performance until the license is renewed, the Government may terminate the BPA or call for causet or take other remedies, such as issuing a Stop Work Order, obtaining performance by other sources, and deducting those costs from the price.
- D. Where contractor employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the Contractor shall remunerate the employee for all costs and fees associated with obtaining the required license/permit.

Under no circumstances shall a contractor employee be required to pay for a contractually required license or permit without being fully reimbursed by the Contractor.

- E. Armed security guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed security guard to carry a valid firearm certificate or permit while on duty shall result in the security guard being removed from the armed post until the certificate or permit is obtained.

4 Qualifications of Personnel

4.1 General Qualifications

- A. Subject to existing law, regulations and/or other provisions of this BPA, illegal or undocumented aliens will not be employed by the Contractor, or with this BPA. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this BPA.
- B. To be eligible to perform under this BPA, all uniformed contractor employees must meet, to the satisfaction of the CO and COTR, the following requirements:
1. Be a citizen of the United States of America.
 2. Have a Social Security Card issued and approved by the Social Security Administration.
 3. Be at least 21 years of age. While there is no limit as to the maximum age of security guards, all security guards must be able to withstand the physical demands of the job and must be capable of responding to emergencies.

Note: At the request of the COTR, the CO may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.

4. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
5. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual security guards may be an asset to the Contractor, but in no circumstances should the Contractor permit a security guard who does not have a good command of the English language to work under this BPA.
6. And meet *one* of the following experience/education requirements:

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- a. Three years of security experience within the past five years; or
- b. An Associate's Degree in a related field and at least one year of experience; or
- c. Three years of military or National Guard (active duty or reserve) experience; or
- d. Successful completion of Police Officer's Standard Training (POST) course; or
- e. Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework related in the field).

Note: The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

- C. Prior to working under the BPA, every supervisor and guard must possess a valid FPS certification card. The FPS certification card is evidence that the guard has:
1. Received a favorable adjudication from FPS;
 2. Passed the medical examination;
 3. Completed the required training;
 4. Passed the required examination(s);
 5. And meets all other qualification criteria to be an FPS contract security guard.

5 Quality Control

5.1 Contractor-Provided Quality Control Plan

- A. Adequate and consistent quality control is an essential component of successful performance. The Contractor shall develop and adhere to the Quality Control Program which should be submitted to the Government upon BPA award. The Contractor's Quality Control Program shall include, but not be limited to, the following areas:
1. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors. (This does not pertain to routine inspections performed by Area Supervisors as part of their normal duties.)
 2. Quality Control Inspection Check Lists used to conduct inspections which include, as a minimum, checks of: equipment, uniform and appearance; attendance and/or compliance with (DHS form TBD) Sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating

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procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall performance.

3. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when the Contractor's Quality Control Monitors or the Government notes superior or deficient performance.
 4. Resumes for all employees appointed to serve as Quality Control Monitors. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this BPA.
- B. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file at the Contractor's facility in sequence by inspection date for all inspections made during the entire BPA period. Follow-up reports shall be prepared and maintained in the above manner.
- C. Inspections shall be conducted by the Contractor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan.
- D. The Contractor's Quality Control Monitors must be identified and their resumes submitted in writing by the Contractor to the CO and COTR for approval prior to them performing any inspections under the BPA. All changes in appointments shall require the same approval.
- E. The Contractor shall maintain a file of all inspection reports related to the BPA and shall make those reports available to the CO or COTR upon request. The CO or COTR may also request a copy of each inspection report to be forwarded at the time it is prepared. The Contractor shall brief the COTR of any serious problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem.
- F. If the Contractor's performance indicates that additional quality control measures are needed, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the BPA and adherence to their Quality Control Plan.
- G. The Government shall consider the Contractor's adherence to their stated Quality Control Plan during annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan's schedules, methods, forms, etc., may result in Contractual actions being taken by the Government (e.g., the CO has the authority to negotiate and take an equitable adjustment from the Contractor's monthly payment for Quality Control not provided) Repeated offences can result in termination for cause.

5.2 Government-Provided Quality Control

- A. The Government shall use all methods deemed necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the security guards' actions; and surveys of building tenants regarding the security guards' performance, including the security guards' professionalism, courtesy, and knowledge of their assigned duties.
- B. In the event a serious breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COTR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).

Para 5.2.C Deleted.

6 Services Required – Non-Supervisory Security Guards

6.1 Order of Precedence

The Contractor's employees shall perform the services as prescribed by:

- A. The BPA, including the call(s);
- B. The Security Guard Post Assignment Record (DHS form TBD);
- C. The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);
- D. Security Guard Information Manual (SGIM)

In the event of an inconsistency between documents, the BPA takes precedence over other documents.

6.2 Security Guard Post Assignment Record

- A. Security guards shall perform all tasks in accordance with the duties outlined on the Security Guard Post Assignment Record (Post Orders), which are prepared by FPS for all shifts on each post. The Post Orders define the specific duties that the contract security guards are to perform. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the COTR. The FPS COTR may modify, amend, and/or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the BPA scope has no impact on price. Such changes shall not require modification to the BPA or call.

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- B. The duties of most security guard posts require that a security guard not leave his post until properly relieved. Where this is required, it will be specifically stated on the Post Orders. Additionally, each task order will identify posts that require relief breaks.
- C. Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the call price, must be made by the CO through a written modification to the individual call. The Contractor may be financially liable for accepting or implementing changes by anyone other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a BPA or call modification.

6.3 Typical Duties

- A. Security guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have a Security Guard Post Assignment Record (Post Orders) and an Officer's Duty Book.
- B. Security guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with post orders.
- C. Security guard post assignments may include, but are not limited to the following duties and responsibilities:
 - 1. Access control;
 - 2. Package screening;
 - 3. Personnel screening;
 - 4. Traffic control;
 - 5. Visitor processing;
 - 6. Vehicle inspection;
 - 7. Communications and dispatching;
 - 8. Patrol operations;
 - 9. Emergency and event response;

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10. Raising and lowering flags.

D. Security guards should be familiar with the area of their posts. Off-going guards should provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.

6.3-1 Access/Egress Posts

A. Security guards must be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.

B. Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the post orders.

C. Security guards will control access to the post area by observing, detecting, and reporting violations of post regulations as directed by the Post Orders. Security guards must provide and maintain complete and effective surveillance, inspection and protection of all internal and perimeter areas within the designated parameters and limits of the assigned post.

D. Security guards will process visitors as directed in the Post Orders 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 presented for appropriate personnel and package screening.

E. Security guards shall perform package inspection when and as directed by the Security Guard Post Assignment Record (Post Orders), or as directed by the COTR in the event of an emergency or an elevated security posture. These inspections may be conducted using automated technology or by manual, visual surveillance and include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, valises, and other containers in the possession of visitors, employees, and other persons arriving on, working at, visiting, or departing from the facility. Admittance will be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.

F. Security guards will be responsible for operating all security equipment on post, such as X-ray machines, magnetometers, and closed circuit television (CCTV). No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.

G. Security guards will be required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, under-carriage inspection systems, active traffic barriers,

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and other automated security devices. The results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.

- H. Security guards will be required to answer questions and provide directions to visitors and building tenants. Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information to any visitor upon request.

6.3-2 Roving Posts

- A. Security guards will conduct patrols in accordance with routes and schedules established in the Post Orders. They will observe, detect, report, and respond to all suspected or apparent security violations. Roving security guards will be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.
- B. Some posts may require a combination of fixed hours at a security guard booth and roving patrols. Security guards should adhere to the patrol schedule as outlined in the post orders or as directed by the COTR. While roving, the security guard will store their Security Guard Post Assignment Record (Post Orders) and Officer's Duty Book at the central control point.

6.3-3 Traffic Control

When required by the Post Orders, security guards will direct traffic (vehicular and pedestrian), control parking, issue traffic courtesy violation notices, and observe the environment for suspicious vehicles or persons. Security guards may operate traffic control points and identify, delay, and detain all suspicious vehicles and personnel as necessary to maintain a level of security sufficient to ensure the safety and protection of all personnel, property, and resources within the facility.

6.3-4 Receipt, Use, and Safeguarding of Keys

- A. Based on the Post Orders and coordination with the COTR, security guards will be responsible for receiving and using keys, "key cards," lock combinations, etc, that are issued for the security guards' use. Keys and access control devices must be safeguarded and secured as sensitive assets as directed by Post Orders. All such keys and access devices are the property of the Government and are to be returned to the issuing agency at the expiration of the BPA.

- B. Security guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the FPS MegaCenter, the COTR, and the security guard's supervisor as soon as the security guard detects the loss or the problem. The Contractor shall reimburse the Government for costs associated with lost, stolen, or damaged keys and access control devices that were under the control of a contract security guard at the time of their disappearance. The MegaCenters support Department of Homeland Security (DHS) FPS alarm monitoring, emergency dispatch, radio and telephone communications, offense/incident recording and transcription services, data entry, security systems technical services, and records management activities throughout the United States.
- C. Refer to Paragraph 17. Accountability for Government Property, for additional information regarding the use and handling of Government furnished property.

6.3-5 Security and Fire Systems

- A. Security guards will monitor and operate building 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 building equipment located on or near the post, in accordance with the Post Orders.
- B. When an alarm sounds, the security guard must immediately report and record the incident as required by the Post Orders.
- C. Security guards shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems.
- D. Security guards shall immediately notify their supervisor, the COTR, and the FPS MegaCenter if any of the systems under their control malfunction, fail completely, or otherwise need maintenance.

6.3-6 Utility Systems

- A. Security guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Post Orders.
- B. During emergencies, security guards may be required to perform simple emergency-related functions that activate or deactivate building systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions will be detailed in the post orders.

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- C. Security guards are not janitors, building maintenance staff, delivery persons, receiving officials, or mechanics, and will not be required or expected to provide any building systems services except the very basic functions as required in the post orders.

6.3-7 Building Rules and Regulations

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

6.3-8 Physical Security, Law and Order

Security guards shall maintain physical security, law and order as prescribed by statute, regulation, and Post Orders. Security guards are responsible for detecting, delaying, detaining, and/or apprehending persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

6.3-9 Unauthorized Access

Security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders.

6.3-10 Hazardous Conditions

In accordance with procedures in the Post Orders, security guards shall immediately report all potentially hazardous conditions and items in need of repair, including inoperative lights, locks, security hardware, leaky faucets, toilet stoppages, broken or slippery floor surfaces, blocked emergency routes or exits, etc.

6.3-11 Response to Injury or Illness

Security guards shall summon professional assistance in accordance with procedures in the Post Orders in the event of injury or illness to Government employees or others while in the building or on the grounds.

6.3-12 Additional Duties

Security guards shall turn off unnecessary lights; check safes and security containers, lock repositories, and cabinets; close and secure open windows; close and secure doors, gates and

other facility access points; and perform any other additional duties as prescribed in the Post Orders.

6.3-13 Reports, Records, and Testimony

- A. Security guards shall prepare and maintain required reports in accordance with the Post Orders regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the COTR.
- B. While on duty, security guards shall verbally report threatening circumstances and potentially threatening activities they observe to the Guard Supervisor, FPS MegaCenter, those official specified in the Security Guard Post Assignment Record (Post Orders), and when possible, to the COTR. Whenever possible, security guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support to lessen or eliminate the potential threat.
- C. Security guards may be required to testify in various judicial proceedings on behalf of the Government. Security guards shall coordinate all BPA/call-related court appearances with the COTR. BPA/call-related court testimony on behalf of the Government shall take priority over all other Contractor-scheduled duties. Security guards who are required to make a court appearance shall be remunerated by the Contractor at the same hourly rate they would earn while on duty, and the Contractor shall in turn be remunerated by the Government. The Contractor shall be required to invoice for the actual hours the security guard spent at court (including transit times from the duty station to the court), whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying security guard may be required). Unless otherwise required by the COTR, contractor employees who are scheduled to testify on behalf of the Government shall appear for court testimony in full uniform, but without weapons/firearms.
- D. The Contractor shall provide qualified contract security guards to fulfill post requirements affected by contractor employees testifying on behalf of the Government.

6.3-14 Civil Disturbances

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

6.3-15 Emergencies

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In case of an emergency condition requiring immediate attention, the Contractor's on-site supervisor or the shift supervisor shall take action at the direction of or coordination with the COTR, to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. The Contractor shall immediately notify the Designated Government Official or Prime Tenant Agency, as applicable, of action taken, and shall immediately contact the FPS MegaCenter to report the same information. No additional cost shall be charged the Government for the diversion, and the Contractor shall not be penalized for the normal daily work not completed which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book. As soon as the situation is resolved, the contractor employees should return to their assigned posts and duties.

6.3-16 Primary Security Responses

In some situations, security guards may be required to act independently as the primary security response until law enforcement assistance arrives.

6.4 Recording Presence

- A. The Contractor's employees shall sign-in when reporting for work and shall sign-out when leaving using the Contract Security Guard Duty Register. Contractor employees who patrol between buildings will sign in and out at each building visited. The Government shall specify the on-site registration points and the Contractor must use those points for this purpose. Contractor employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief security guards will sign in and out at each post visited.
- B. Each successively lower line on the Contract Security Guard Duty Register must be completed in chronological order without exception. Lines may not be left blank among signatures in any period. No more than one line may be used to enter a calendar date for separating individual workdays.
- C. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be credited for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the Contract Security Guard Duty Register, the Contractor employee should draw a single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheet's) will be used to record all information in the correct manner. The Contractor must attach a detailed memorandum of explanation to each Contract Security Guard Duty Register containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes. Payment of invoices is based on these procedures.

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- D. The Contract Manager, Assistant Contract Manager, or Guard Supervisor will collect all original Contract Security Guard Duty Registers and submit to the COTR weekly. Invoice payment shall not be made until all of the original Contract Security Guard Duty Registers are received by the COTR.

7 Key Personnel

After BPA award, the contractor is required to submit key personnel resumes as shown in exhibit 6B, for any personnel designated as “Key Personnel”. Key personnel under this BPA are the Contract Manager (CM), Assistant Contract Manager, Supervisors and Trainers.

7.1 Special Requirements for Contract Managers and Assistant Contract Managers

- A. The Contractor shall submit a Key Personnel Resume clearly detailing the individual’s qualifications and demonstrating that the proposed CM/ACM meets the requirements listed here. If the proposed CM/ACM does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed CM/ACM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM/ACM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed CM/ACM possesses the ability to effectively manage a security guard contract of the size and scope described in this BPA. The CO must approve the proposed CM/ACM prior to his/her assignment under this BPA.
- B. The CM/ACM must have either completed a four year course of study leading to a bachelor’s degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual’s capacity to effectively manage a security guard Contract/BPA of the size and scope described in this SOW.

This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the 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.

7.2 Services Required- Contract Manager and Assistant Contract Manager

- A. The Contractor shall propose, identify, and provide to the Government an experienced Contract Manager (CM) and Assistant Contract Manager (ACM) who shall have complete authority to act for the Contractor during the term of the BPA. **The duties of the CM/ACM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the BPA/CALL or any other guard Contract administered by FPS.** The CM/ACM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM/ACM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the BPA requirements. The CM/ACM must completely understand the operational requirements of this BPA, including:
1. Functions of both the productive and supervisory staff
 2. Location(s) of service
 3. Method of operation and equipment required at each post
 4. Contents of general and specific post orders
- B. The CM/ACM should conduct regularly scheduled meetings with supervisory staff to continually evaluate security officer performance and review operational procedures.
- C. The CM/ACM 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 problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.
- D. The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the BPA. The South Carolina Contract Manager's office shall be located in Columbia, SC no further than 10 miles from the Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201. The Georgia Contract Manager's office shall be located in the Atlanta in close proximity to DHS/Justice Building currently being constructed at 180 Spring Street. The Georgia Assistant Contract Manager's Office shall be located in Macon, Georgia. The Contractor will be responsible to provide their own office space for the CM/ACM.
- E. The CM/ACM is a salaried managerial position not specifically required in the line item(s) identified in this SOW. Therefore, the Contractor shall factor all costs associated with providing a CM/ACM into their Offering prices (e.g., as overhead/G&A), as they will not be itemized or paid for separately by the Government.

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NOTE: The Assistant Contract Manager position only applies to the state of Georgia.

7.3 Services Required - Supervisor (Key Personnel)

- A. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.
- B. Area Supervisors shall not simultaneously perform the duties of supervisor and productive security guard. **Area Supervisors shall not provide relief breaks to productive security guards at any time while they are acting in a supervisory capacity.**
- C. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the BPA. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications to the CO or COTR by the time of the first meeting after BPA award. The CO or COTR must approve the proposed supervisor(s) prior to working under the BPA.
- D. The Contractor shall provide the level of supervision necessary to ensure that productive security guards:
 - 1. Are properly trained;
 - 2. Perform all duties as specified in accordance with the BPA and the (GSA Form 2580) (Security Guard Post Assignment Record) for the security post assigned;
 - 3. Are properly uniformed and present a neat and professional appearance as referenced in the Security Guard Information Manual (SGIM);
 - 4. Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;
 - 5. Possess all necessary permits, CPR and first aid certifications, credentials, etc., as required by the BPA or by local or state law.
- E. All supervisors shall be required to sign in on a Contract Security Guard Register Log upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this BPA.

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- F. The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.
- G. The Contractor shall provide a completed Key Personnel Resume for all replacement employees to the CO and the COTR for approval before the replacement personnel report for duty under this BPA.

7.4 Special Requirements for Supervisors

- A. The Contractor shall submit a Key Personnel Resume(s) clearly detailing the individual's qualifications and demonstrating that the proposed Supervisor meets the requirements listed here. If the proposed Supervisor does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Supervisor does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Supervisor to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Supervisor possesses the ability to effectively supervise a security guard contract of the size and scope described in the BPA. The CO must approve the proposed Supervisor prior to his/her assignment under this BPA.
- B. Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO.

The COTR shall recommend the selection, if satisfactory, and the CO will approve or reject the recommendation. A Key Personnel Resume shall be completed for each supervisor and a copy shall be provided to the COTR.

7.5 Off Duty Police Officer Services

- A. *The contractor shall provide local off duty police officer services under this task order at buildings GA0008 and GA2060 on Exhibit 1.* The officer will be assigned as an exterior rover to ensure unauthorized vehicles do not stop, stand, or park around building(s). The officer will perform frequent, but not predictable foot patrols around building(s). The officer will not abandon his/her post until properly relieved. The officer must be certified to issue citations and make arrests within the local jurisdiction of the post. The officer must be dressed in the appropriate uniform identifying the police department to which he/she is employed. The officer will be provided adequate supervision by a supervisory police officer under this task order.

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- B. The contractor shall factor all costs for providing police services into the offering price, as the Government will not otherwise pay them for after issuance of the call.
- C. “The contractor shall ensure that off duty police officers performing services under this task order meet the health certification requirements listed in the SF78, maintain documentation for a medical physician that they meet the medical standards prescribed in Section 14.2.D, and ensure they are physically able to perform the tasks and functions prescribed in Section 15.3.

7.6 Services Required - Trainers

The Contractor is responsible for scheduling, coordinating, and conducting all security guard training that is not Government provided under this BPA. Such training may be provided by a qualified employee of the Contractor or obtained through qualified services provided by a separate agency, business or contractor. Contractors may choose to establish salaried Trainer positions to meet these requirements. However, the Contract Manager, Assistant Contract Manager, Supervisors and productive guards may not fill Trainer positions or be contracted to perform such services.

7.7 Special Requirements for Trainers

- A. The Contractor shall submit a Key Personnel Resume after award clearly detailing the individual’s qualifications and demonstrating that the proposed trainer(s) meets the requirements below:

Basic and Refresher Training: To be considered for this position, the individual(s) must have completed an approved and accredited Principle of Instructions course or similar training (e.g. NRA, a Police Academy, FLETC, or military training course) certifying them as an Instructor.

Expandable Baton Training: Proposed trainer(s) must be certified through an approved course of study as an Instructor for this weapon.

Firearms Training and Qualification: To be considered for this position, the individual(s) must have completed and approved and accredited Firearms Instructor (Range Official) course (e.g. NRA, Police Academy, FLETC, or military training course) certifying them as an Instructor.

First Aid/CPR/AED Training: Proposed trainer(s) must be certified through an approved course of study (e.g. American Red Cross or American Heart Association) as a certified Instructor of this topic.

- B. The COTR must approve the proposed trainer(s) prior to the beginning of training session(s) under this BPA. Training shall only be conducted by a trainer approved by the COTR.

8 Work Scheduling Procedures

- A. The Contractor shall be responsible for scheduling all work and notifying security guards of their work schedules in a manner consistent with effective contract management. When requested by the CO or COTR, the Contractor shall furnish a copy of the most current schedule to the Government.
- B. All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job and in full uniform until the end of their full tour of duty.

9 Reporting Man-hours Provided

- A. The Contractor shall submit to the COTR, no later than five (5) working days after the last working day of each previous month, a Building Service Contractor Work Report (Work Report) or an equivalent substitute approved by the COTR.
- B. The Contractor shall submit Work Report to the COTR on a monthly basis.
- C. The Contractor or its agent shall certify the accuracy of the report.
- D. This report will be used by the Government to verify compliance with the man-hour requirements of the BPA.

10 Contract Guard Labor Category

Only DOL category **Guard II** security guards may be utilized to perform services under this BPA. All category Guard II security guards must be firearms qualified. Any attempt by the Contractor to compensate Guard II security guards at an hourly rate of less than that established for a Guard II during the performance of this BPA will be considered a breach of Contract and will be grounds for termination for cause.

11 BPA Effort Required

11.1 BPA Effort Required – Productive Hours

The minimum productive hours required by the Government will be specified on each call issued. See Exhibit 1 for further details on the estimated man-hours of service required by the Government.

11.2 BPA Effort Required – Supervisory Hours

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If specific site supervisors are required at a particular location, it will be identified on Exhibit 1 and should be separately priced in Attachment 6. Site supervisors are over and above the “general” supervision anticipated for the overall contract performance.

- A. Specific hours of general supervision will not be required under this BPA. Instead, the Contractor shall be responsible for providing a level of supervision sufficient to ensure effective performance by the productive security guards over the course of this BPA.
- B. In the event that the Government determines that the supervision provided by the Contractor is insufficient to effectively manage the security guards, the Government and Contractor shall meet to discuss the Contractor’s Supervision plan and ways in which the Contractor’s performance can be improved at no additional cost.
- C. All costs associated with the Contractor’s general Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after BPA award.

11.3 BPA Effort Required – Reserve Security Guard Force

- A. The Contractor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event). Additionally, the reserve force shall be of sufficient size to enable the Contractor to provide post coverage in the event of scheduled or unscheduled contractor security guard absences. All reserve security guards must meet the minimum qualification standards required in this BPA before working any post under this BPA.
- B. The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained; however, the Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing security guard force at any given time. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after BPA award.

12 Limitation on Labor-hours to be Provided by Individual Employees

- A. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- B. The Contractor shall be responsible for compensating security guards for all overtime accrued in accordance with federal and state laws. Overtime costs must be factored into the offering prices; they will not be itemized or paid for separately by the Government after BPA award.

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- C. The limitation on hours may be verbally waived by the COTR in emergencies, which are beyond the control of the Contractor (i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.).

13 Relief and Lunch Breaks

A. Contractor shall ensure continuous coverage at all posts included in Exhibit 1. The contractor is responsible for complying with all applicable federal, state and local laws regarding employees breaks and relief.

B. A separate sign-in/sign-out log shall be used for the relief security guard to sign in and out of each post for all relief breaks.

C. The costs to cover relief and breaks for the productive security guards must be included in the offering price, as they will not be itemized or paid for separately by the Government.

14 Training

14.1 General

- A. All security guards and uniformed supervisors working under this BPA must complete the following training and pass the required written examination. Contract security guards and uniformed supervisors who worked under the predecessor contract and who maintain valid certification credentials will not be required to take the training immediately. However, prior to the expiration of their suitability adjudication, those security guards must complete the required training. All newly hired contract security guards with no prior experience under the predecessor or other current FPS security guard service contract must take the required training and pass the written examination prior to working under this BPA.
- B. All Government-provided training and testing for this BPA shall be provided at the locations specified by the Government. Location for South Carolina is at the Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201. The location for Georgia will be the Peachtree Summit Building, 401 W. Peachtree Street, Atlanta, GA 30308 or the DHS/Justice Building, 180 Spring Street, Atlanta, GA 30303.
- C. The Contractor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations, weapons qualifications, first aid, CPR, AED certifications. FPS shall be afforded the opportunity to observe all training, certifying, and qualifying activities. The Contractor shall also bear all costs and responsibilities related to their employees' attendance at the training and examinations,

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including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the offering price, as they will not be itemized or paid for separately by the Government after BPA award.

- D. The COTR, or any designated representative of the COTR shall have the express authority to observe any training session sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this BPA. The Contractor shall be responsible for providing the COTR a copy of the training schedule within 10 days after award of the BPA and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the COTR of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in Exhibit 4.

14.2 Training Requirements by Position

This subsection details the training requirements that must be successfully completed by all uniformed contractor employees. The syllabi for both the Contractor-provided and the Government-provided training courses shown below are located in Exhibits 4A, 4B, 4C, 4D, 4E, and 4F of this BPA. Certifications of training are required for individual contractor employees. See Exhibits 5A – 5G.

14.2-1 Security Guards (Productive and Supervisory)

- A. The Government will provide to the Contractor one copy of the Security Guard Information Manual (SGIM). The Contractor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. The SGIM should be provided to Contractor's employees on the first day of their basic training course.
- B. Contractor Provided Basic training, Written Exam, Government Provided Training, and Contractor Provided Firearms Training are "one time only" courses, meaning that they do not have to be taken again during the BPA term once they are successfully completed by the Contractor's employees. However, additional training may be required on Magnetometer/x-ray if/when the equipment or technology is changed. Training certifications, excluding Government Provided Training, are transferable to other FPS security guard service contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. The written examination is based entirely upon the *Security Guard Information Manual*.

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C. Each Contractor employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date. See Exhibit 4D, for further information regarding the subject matter to be covered during this training.

14.2-2 Supervisors

- A. All supervisors working under this BPA must successfully complete all training established for productive security guards including x-ray and magnetometer training. In addition, supervisors must complete nine hours of supervisory training based on a Contractor provided Supervisory Training Manual (see Exhibit 4B). Following completion of basic training, the supervisors will be required to take and pass a basic written examination as referenced in Exhibit 4A.
- B. The Contractor's Supervisory Training is a "one time only" course not requiring refresher training unless the Government or the Contractor directs refresher training for a specific Supervisor for cause.

14.3 Written Examination

- A. Upon the contractor employees' completion of the Basic Training and a favorable entry on duty decision based on a preliminary background investigation, the Contractor must schedule a Government-administered written examination with FPS that will test their employees' familiarity with and understanding of the information contained in the SGIM after the contractor employees (productive and supervisory) successfully complete the applicable course. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).
- B. If a contractor employee does not pass the examination on the first attempt, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to pass the written examination. If the contractor employee fails after the second attempt, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. If a contractor employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. After the one (1) year suspension period has expired, the guard is considered a new hire.
- C. **IMPORTANT NOTE:** No waivers will be granted regarding the testing policies and procedures stated above.

14.4 Firearms Training and Qualification

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- A. The Contractor is responsible for providing forty (40) hours of weapons training prior to sending the contractor employees to a firing range for the initial range qualification session. Of the forty hours, thirty-two (32) hours will be actual training/shooting time on a firing range. (See Exhibit 4E.) **For the purposes of this BPA, the Government requires that each contractor employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training.** The cost of ammunition should be factored into the offering price, as it will not be itemized or paid for separately by the Government.
- B. A contractor employee may attempt the firearms range initial qualification or requalification two (2) times within thirty days (30)-day period. However, before the test can be attempted a second time the contractor must provide a minimum of eight (8) hours of remedial training. It is the responsibility of the Contractor to determine what type of training is required so a guard can successfully qualify with his/her duty firearm. If the employee fails the second attempt, range qualification may not be attempted for a period of six (6) months. Prior to the third attempt at qualification, the Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the course qualifications and should document the employee's file with any and all remedial training given to enable the employee to pass the course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable contractor employees to annually re-qualify on the course.
- C. Any contractor employee who has successfully completed a 40 hour firearms course under a predecessor FPS contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or firearms certification) that such training was successfully completed using the weapon specified in this BPA. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. NOTE: Prior successful training completion by the contractor employee **shall not** exempt the contractor employee from the annual range qualification requirements.
- D. **Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) must be conducted using current FPS targets only.** The targets are inexpensive and are readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish employee weapons qualifications as required by this BPA and should factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after BPA award.
- E. Annual firearms re-qualification requires the contractor employee to pass the Immigration and Customs Enforcement practical course (See Exhibit 4E) with a passing score. However, the Contractor shall be liable for ensuring that all contractor employees receive the training

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or range time necessary to successfully re-qualify on the practical pistol course on an annual basis. The costs of such preparations should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.

- F. Successful firearms range qualification by contractor employees as part of a state or local firearms permit/license issuance process shall not be considered an acceptable replacement or substitute for the annual firearms qualification required by this BPA.
- G. FPS Law Enforcement Personnel, weapons instructor, or trained representative shall witness the firearms qualification for each contractor employee to ensure that each contractor employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the COTR to schedule range qualifications at a mutually acceptable date and time. Firearms qualifications that are not witnessed by an FPS firearms trained employee will not be deemed acceptable for the purposes of this BPA.
- H. The Contractor must provide the necessary weapons and ammunition for training and qualifications. All Contractor-provided weapons used for qualifications of contractor employees shall be inspected and approved by an FPS Training Instructor prior to use on any Government firing range. No contractor employee shall have in their possession any ammunition for firearms at the time of their entrance upon Government property. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

14.5 Minimum Age for Firearms Licensing

- A. Notwithstanding the minimum age requirement cited in paragraph 4 above, the Contractor must follow Federal, state and/or local licensing requirements for contractor employees. In most areas the minimum age requirements for armed security guard personnel is twenty-one (21) years of age.
- B. In the event that there is a legal licensing requirement regarding the minimum age for a security guard, that requirement shall take precedence over the BPA's stated acceptable minimum age.

14.6 Expandable Baton Training

- A. The Contractor is responsible for providing 8 hours of basic baton training and certification. See Exhibit 4F. The training will consist of both lecture and hand-on demonstrations pertaining to the nomenclature, maintenance requirements, drawing techniques, opening/closing techniques, tactical positions and stances, striking techniques and retention techniques.

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- B. The Contractor is responsible for scheduling and covering all costs associated with providing this training. This training certification shall be valid for one year. The Contractor is responsible for providing annual recertification of baton training for all its employees under this BPA. Annual recertification is the same course as provided in Exhibit 4F.

14.7 FPS Specific Training

- A. All contractor employees must receive FPS-specific training prior to working under this BPA. The COTR and the Contractor will schedule the site(s) and date(s) of the training session(s) after the award of the BPA and prior to the BPA/call start date.
- B. Each employee must be familiar with all general requirements for a specific facility before being assigned.
- C. See exhibit 4C, for the complete syllabus on the FPS-specific Government provided training.
- D. Security guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

14.8 Government-Provided Magnetometer/X-Ray Training

- A. All contractor employees shall receive eight (8) hours of Government-provided training on the use and handling of magnetometers and or x-rays. See Exhibit 4C.
- B. Upon completion of this training, the FPS Training Representative will issue each contractor employee a certificate of training completion. The certificate shall be filed in each contractor employee's personnel file.

14.9 CPR/AED/First Aid Training

- A. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all employees assigned to work under this BPA. CPR and AED training and certification must include adult, youth, and infant training modules. Training certification shall be valid for the period stated on the card(s). Prior to the expiration of the CPR and AED certification, the contractor employee must become re-certified. Recertification training shall be a minimum of 8 hours and cover adult, youth, and infant CPR procedures as well as AED procedures. **The Government requires that each CPR/AED course MUST provide practical training (e.g., on “dummies”) on resuscitation techniques based on Red Cross or American Heart Association techniques.** If the Contractor is uncertain as to whether a training provider is acceptable, the

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CO and COTR will provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein.

- B. First Aid training and certification shall be valid for a period of three (3) years. Upon the expiration of the First Aid certification, the contractor employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.
- C. Security guards or uniformed supervisors who possess valid CPR, AED and First Aid credentials will not be required to re-take the training until their credentials expire.
- D. Any contractor employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this BPA. A post is considered “open” if manned by unqualified contractor employees.
- E. Under no circumstances shall the Contractor require the contractor employee to incur the expense of CPR/AED or First Aid training/ recertification without providing full remuneration to the employee within fifteen (15) days of the employee’s completion of the course. The CO shall report violations of this requirement to the Department of Labor for investigation and may take Contractual action as deemed appropriate.

14.10 Other Special Training

- A. The Contractor is responsible for providing any training required by state or local jurisdictions pertaining to the use or carriage of any lethal or less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stun weapons, etc.), equipment, or devices required in this BPA.
- B. In certain cases, the Contractor’s employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided when the requirement arises. The Contractor will be required to schedule the training, to provide remuneration to all security guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress. The Government will negotiate an equitable price adjustment with the Contractor for all the costs associated with the special training when training is required.

14.11 Training of Replacement Employees

All replacement employees shall meet the training and testing requirements specified in this Subsection at no cost to the Government.

14.12 Schedule of Provided Training and Testing

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The Contractor shall schedule and coordinate Government provided training and testing with the COTR. Location for South Carolina is at the Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201. Location for Georgia is the Peachtree Summit Building, 401 W. Peachtree Street, Atlanta, GA 30301 or the DHS/Justice Building, 180 Spring Street, Atlanta, GA 30303.

NOTE: Government training can only be scheduled after the CO awards a BPA.

14.13 Government Provided Training - Failure to Attend

- A. The Contractor must ensure that the employees attend all scheduled training and examination/qualification sessions. Absences by contractor employees at scheduled training have an extremely adverse effect on FPS's security guard Contracting program.
- B. The term 'absence' includes any person properly scheduled for training/testing and who fails to report to the appointed place at the proper time and date. An absence may be excused or unexcused.
- C. An excused absence occurs when personnel fail to appear for scheduled qualifications, but the Contractor has provided 48 hours advanced notice or an acceptable excuse. Acceptable excuses are medical emergencies of the security guard and the security guard's immediate family (spouse, children, parents) and a death in the family. All other excuses shall be reviewed on a case-by-case basis to determine acceptability.
- D. An unexcused absence occurs when personnel fail to appear for scheduled training/testing and the Contractor has failed to provide 48 hours' advance notice or an acceptable excuse.
- E. The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the COTR as soon as possible. The FPS retains the right to review emergency cancellations to ensure that they are in fact acceptable and excusable. Reported emergencies that are considered to be unacceptable by the Government may result in the Contractor being placed under an unexcused absence situation.
- F. The FPS Training Instructor shall compile a list of all employees who have an unexcused absence for each day of training. This list will be forwarded to the CO, and the costs associated with the security guard's failure to attend will be deducted from the Contractor's next monthly payment. Furthermore, those employees with unexcused absences will be given last preference for re-scheduling training (after those employees who have not been trained and those who require make-up training from an excused absence); thus, the employee's ability to work under the BPA may be seriously delayed by the unexcused absence(s).

14.14 Training Waivers

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- A. In certain **rare** circumstances, such as emergencies or significant, unanticipated increases in required services, the COTR may temporarily waive the time frames in which training and/or testing must be provided before a contractor employee can work under the BPA. However, all such waivers must be requested in writing by the Contractor, citing the specific reasons why the time frame for training/testing should be temporarily waived, and citing a specific deadline in which the required training/testing will be successfully completed by the Contractor employee, not to exceed 120 calendar days. Under no circumstances may the Contractor work any contractor employee under a temporary waiver without the COTR's written consent of the waiver request. If the COTR grants a temporary waiver for the time frame requested by the Contractor, the Contractor must abide by that time frame and, upon expiration of the temporary waiver deadline date, must either have completed the training/testing requirements or must remove the affected contractor employee(s) from the BPA until such time as the requirements are successfully completed.
- B. Under no circumstances will the COTR permanently waive the training and testing requirements as described in this Section for any contractor employee.

15 Medical and Physical Qualifications

15.1 General

- A. The Contractor shall ensure all uniformed employees working under the BPA meet the medical requirements described in the following sections. The Government will not grant any waivers of the medical standards.
- B. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.
- C. The Contractor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act of 1973 (29 U.S.C. -2.2)

15.2 **Medical Standards**

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78.
- B. The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the BPA. All guards (productive and supervisory) must meet the health certification requirements listed in the SF 78. (See exhibit 6A.) The Contractor shall submit a completed SF 78 for each employee to the prior to any contractor employee being permitted to work under the Contact.
- C. If an employee of the Contractor claims that s/he has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Contractor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. The COTR will review all medical documentation to ensure that it is complete and in compliance with the BPA. No guard shall be permitted to work under the BPA until the certificate and medical documentation has been reviewed and approved for compliance with the BPA by the COTR.
- D. All contractor employees must meet the following medical standards:
1. **Vision:** Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be colorblind.
 2. **Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.
 3. **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.
 4. **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.

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5. **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
6. **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.
7. **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.
8. **Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.
9. **Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.
10. **Hematology System:** Any hematological condition that is characterized as chronic has caused a hematological crisis, or adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.
11. **Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the 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.
12. **Psychiatric Disorders:** Any disorder that affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.
13. **Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.

14. **Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the 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.
15. **Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

15.3 Physical Demands

- A. Contractor employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:
 1. Subduing violent or potentially violent individuals;
 2. Work greater than 10-hour days and have the ability to work additional hours due to unexpected activity;
 3. Work under occasional tension or pressure;
 4. Work alone while armed;
 5. Frequent and prolonged walking, standing, sitting, and stooping;
 6. Apply Handcuffs;
 7. Use of handgun, make shoot/no-shoot decision with handgun, fire handgun;
 8. Occasional running or sprinting;
 9. Respond to life threatening or emergency situation;
 10. Climb while in pursuit or in an emergency situation (stairs);
 11. Pull oneself over an obstacle;
 12. Lift/carry/drag/pull/push heavy objects;
 13. Physically subdue or engage in confrontation;
 14. Physically control crowds or by-standers;

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15. Pursue suspects on foot and subdue combative person after running in pursuit.
- B. Physical stamina and all of its elements (endurance, strength, fortitude, physical tolerance, etc.) is a basic requirement of this position. Individuals deemed incapable of performing the above tasks or functions will be removed from the BPA upon the CO's request.
- C. The Contractor shall be responsible for encouraging and promoting employees assigned to this BPA to maintain an ongoing and regular program of physical fitness, at no cost to the Government.
- D. The Contractor shall ensure that all uniformed employees assigned to work under the BPA call are in good general health without physical and/or psychological impairments that would interfere with the safe and efficient performance of their duties. The Contractor is responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation, if any, to provide, at its own expense. The Contractor, not Government, is responsible for complying with the provisions of the American with Disabilities Act of 1990 (Pub L. 101-336)(ADA) and/or the Rehabilitation Act, as applicable, with respect to its employees.
- E. Following are the essential job functions for uniformed employees working under the BPA:
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 the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
 2. Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
 3. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
 4. Ability to maintain a high degree of alertness for up to 12 hours, with the 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.

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5. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.
6. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
7. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
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.).

15.4 Initial and Recurring Screening for Illegal Drugs

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

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

- A. The Contractor will perform random drug screening of 5% of the guard force assigned to this BPA over a 12- month period. Contract Security Guards must resubmit to a urine drug screening upon renewal of physical forms every three years.
- B. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration’s (SAMHSA) “Mandatory Guidelines for Federal Workplace Drug Testing Programs.” These guidelines can be accessed via the Internet at: www.health.org/GDLNS-94.htm or at: <http://wmcare.samhsa.gov>.¹ The Contractor is strongly urged to use one of the laboratories listed on SAMHSA’s “*Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies*,” which is accessible via the Internet at: www.health.org/labs/index.htm or at: <http://wmcare.samhsa.gov>. This list is updated on a monthly basis. If the Contractor chooses

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

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to use a laboratory not shown on SAMHSA's current list, the Contractor must verify whether the laboratory's methodology conforms to SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.

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

15.5 Government Requested Screening

- A. The CO or COTR shall have the express right to request targeted urine drug screenings where there is a reasonable belief by the Government that the contractor employee(s) may be under the influence of or using illegal substances. Targeted screenings shall be conducted in a similar fashion to random screenings, with the exception that the will advise the CM/ACM in writing that s/he requests a drug screening of a specific security guard. Once the written request is received, the CM shall arrange for the test to be conducted as soon as possible, but not later than three working days. The Contractor shall pay the contractor employee the normal hourly rate/salary for all time associated with taking the screening. Each screening shall follow the guidelines described in paragraph 15.4 above.
- B. Contractor employees who undergo either random or targeted urine drug screenings may continue working under the BPA until the results have been provided to the Contractor. In the event that the results of any urine drug screening, whether random or targeted, are negative, the Government shall bear the expense of the screening. (NOTE: this does not apply to the pre-employment urine drug screening). The Contractor shall invoice the Government for the actual cost of the drug screening plus the hourly rate paid to the contractor employee(s) to take the test. In the event that the results are positive, the Contractor shall **immediately** remove the contractor employee(s) with a positive reading from the BPA/call and **immediately** inform the COTR and CO of the result and the employee's removal from the BPA. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the positive reading.

- C. Any contractor employee who undergoes either a random or targeted urine drug screening and tests positive for any of the substances shown above shall be permanently disqualified from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period, the affected contractor employee *shall not* be authorized to take additional tests to achieve an acceptable reading.

16 Conduct of Contractor Personnel

A. General

1. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.
 2. Each contractor employee is expected to adhere to standards of behavior that reflect credit on himself, his employer, and the Federal Government. The CO and COTR have the authority to cause the retraining (at the Contractor's expense), suspension, or removal of any contractor employee from the BPA who does not meet and adhere to the Standards of Conduct as required in this BPA and the SGIM.
 3. The Government may request the Contractor to immediately remove any employee from any or all locations where the contractor has contracts with the Federal Protective Service should it be determined that the employee has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The Contractor must comply with these requests in a timely manner. For clarification, a determination of unfitness may be made from, but not be limited to, incidents involving the most immediately identifiable delinquencies or violations of the Standards of Conduct.
- B. The Contractor is also responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing on the BPA:
1. Disturbing papers on desks, opening desk drawers or cabinets, or using Government equipment (i.e. computers, telephones, etc.) except as authorized by this BPA and the post orders.
 2. Violations of the Federal Management Regulations Subpart C, *Conduct on Federal Property* (41 CFR 102-74) (see exhibit 7).

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3. Using personal electronic equipment such as cellular phones, computers, personal digital assistants, electronic games, audio or video equipment, televisions, etc. while on duty.
4. Using or possessing personal reading materials (newspapers, magazines, books), engaging in academic studies, or playing games (cards, puzzles, etc.).
5. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
6. Immoral or disorderly conduct, use of abusive or offensive language, or quarreling.
7. Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the Government.
8. Theft, vandalism, immoral conduct, or any criminal actions.
9. Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects; failure to pass drug screening test.
10. Improper use of official authority or credentials.
11. Unauthorized use of communications equipment or Government property.
12. Violation of security procedures, Post Orders, memoranda, regulations, or other directives.
13. Failure to cooperate with Government officials or local law enforcement authorities during an official investigation.
14. Failing to demonstrate courtesy and good manners toward building occupants, Federal officials, and the general public. Not displaying a respectful and helpful attitude in all endeavors will be cause for removal from post. Continued complaints shall be cause for removal from the BPA.
15. Unauthorized use of Government property inclusive of communication equipment, phones or radios, credit cards, travel vouchers or automobiles. The Contractor shall pay for any unauthorized telephone calls or use of credit cards. Violators shall be subject to criminal prosecution.
16. Conducting personal affairs during official time including entering into business arrangements or giving legal advice to persons while on government property.

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17. Entertaining, socializing with visitors, building tenants, friends and family members, or other security guards while they are on break or off-duty.
18. Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on government property, or granting special favors to agency employees, family members, and their friends.
19. Disclosing any official information or making any news or press releases.
20. Engaging in audacious or demeaning discussions concerning Government internal matters, policies, grievances, legal issues, or personalities; or financial, personal, or family matters with building occupants, family members, the public, or any known associate of the above.
21. Disclosure of any information involving duty assignment(s), security equipment, practices, procedures, operations, or other security related issue shall require the expressed approval of the COTR.
22. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of the work site security, or any other act, that constitutes neglect of duties. Violating security procedures or regulations.
23. Unauthorized post abandonment. Not remaining on duty until properly relieved. Deserting a duty post.
24. Receiving traffic violations, notices, tickets (unless favorably adjudicated) while in the course of official duty. Violating or permitting others to violate agency parking procedures or regulations.
25. Gambling or unlawfully wagering or promoting gambling.
26. Knowingly associating with persons known to be convicted felons or persons known to be connected with criminal activities. (This does not apply to immediate family members).
27. Accepting or soliciting gifts, favors, or anything of value in connection with official duties.
28. Displaying unethical or improper use of uniform, uniform badge and/or other Government identification for other than official business while on or off duty.

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29. Knowingly giving false or misleading statements or concealing material facts in connection with travel vouchers, official reports, any records, investigations, or other proceedings.
 30. Knowingly making false statement(s) about other contractor employees/officials, Government employees, or the general public.
 31. Involvement in any form of discrimination or sexual harassment of other contractor employees, Government employees or members of the general public as prescribed by law.
 32. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.
 33. Eating, smoking, drinking at the duty station, or taking breaks in any location except those designated as authorized break areas as determined by the COTR.
 34. Employment, with or without compensation, by any foreign government, firm, corporation, or individual that is either controlled or managed by any foreign government.
 35. Employment as a Government or contractor employee of Government, or any other position that would constitute a real or apparent conflict of interest.
 36. Misuse of issued weapons or the carrying of any non-issued weapons, as defined by Federal, State, or local law in the jurisdiction where the violation occurs.
- C. All contractor personnel are expected to behave courteously and professionally toward all persons encountered in the performance of BPA related duties, including Federal employees, building tenants, and the general public. The CO and/or COTR may require retraining, suspension, or dismissal of any contractor employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with this BPA.
- D. The CO will make all determinations regarding the removal of any employee from any or all locations where the contractor has contracts with the Federal Protective Service. In the event of a dispute, the CO will make the final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing.

17 Government and Contractor Furnished Property

17.1 Government Furnished Property (Use, Accountability, and Care)

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See Exhibits 3A, 3B, 3C, 3D and 3E for further details and specifications of Government-furnished property required for this BPA.

The Contractor shall be provided and shall use or operate in a responsible manner Government furnished property deemed necessary by the Government to aid the Contractor in the performance of work. **The Contractor is solely responsible for the care and accountability of all Government provided equipment used in performance of this BPA.**

- A. The Contractor shall provide an inventory of Government furnished property (GFP) on a monthly basis. The inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment.
- B. The following types of supplies, materials, equipment, and facilities/office space, may/will be furnished as deemed necessary by the Government:
 1. Electronic, electro-mechanical and mechanical equipment, such as installed alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions, and security systems monitoring equipment.
 2. Security guard office, furniture and furnishings including locker/dressing rooms, lockers, office equipment, and classroom training facilities, when available.
 3. Building utilities and services will be afforded the Contractor in accordance with established building operations and procedures. This includes the use of concession facilities, restrooms, and medical facilities (when available, for emergency purposes).
 4. Limited occupation and use of federally controlled office space, where available, for the Contract Manager and/or Supervisors to conduct official contract business.
 5. The Government may provide communications equipment and devices as specified in Exhibit 3A for the conduct of official business under this BPA. This may include desktop and mobile computer equipment, desktop and mobile telephones, facsimile machines, xerographic copiers, printers, and 2-way radio equipment.
 6. Unless otherwise specified, the Government is responsible for the repair and maintenance of Government furnished property. The Contractor is responsible for the timely reporting, as identified herein, to the COTR of any property deficiencies or losses.
- C. The following administrative and procedural forms will be provided by the Government:
 1. All Government administrative forms prescribed for use by contractor employees under this BPA. See Exhibit 1A for a complete list of required Government forms.

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2. Officer's Duty Book, including all inserted information required. The COTR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book.
3. Operations and maintenance manuals for Government provided equipment and systems, such as alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions, and security systems monitoring equipment.

17.1-1 Use of Government Property

- A. Government property shall be used for official Government business only in the performance of this BPA. The Contractor or the Contractor's employees will not use government property in any manner for any personal advantage, business gain, or other personal endeavor. The Contractor shall remunerate the Government for expenses associated with misuse or abuse of Government furnished property or equipment by the Contractor's employees.
- B. The Contractor will certify in writing all licenses and permits issued to the Contractor or Contractor employees required by law for the use and operation of Government furnished property or equipment.

17.1-2 Accountability of Government Property

- A. All property furnished by the Government under this BPA shall remain the property of the Government. Upon termination or conclusion of the BPA, the Contractor shall render an accounting of all such property that has come into their possession during the course of the BPA. A Government property receipt form will be used for the Contractor to acknowledge the receipt of all Government-issued property.
- B. Any property furnished by the Government to fulfill BPA requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contractor employees who misuse, willfully damage, or willfully destroy Government property may be removed from the BPA and may face further penalties as deemed necessary by the Government.
- C. The Contractor shall identify loss or damage to Government-furnished property to the COTR as soon as possible, but not later than 24 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform monthly inventories of all Government-furnished property. Inventory reports shall be in writing using a Government form or format approved by the COTR.

17.1-3 Safeguarding Government Property

- A. The Contractor shall take all reasonable precautions, as directed by the Government or, in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.
- B. If the work under this BPA requires that the contractor employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for his/her own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default. Additionally, the Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

17.1-4 Malfunctioning Government Property

The Contractor shall be responsible for reporting to the COTR, the malfunctioning of any Government equipment used by the Contractor or the Contractor's employees within no later than 24 hours after the malfunction is detected. The FPS MegaCenter shall be contacted for after-hours reporting of malfunctioning equipment or if the COTR is not available.

17.2 Contractor Furnished Property (Use, Accountability, and Care)

17.2-1 Contractor Furnished Property

- A. The Contractor shall furnish and maintain in acceptable condition, at no cost to contractor employees, all items of uniform and equipment necessary to perform work required by the BPA (including each call issued under this BPA). The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this BPA.
- B. The Contractor shall provide an inventory of Contractor Furnished Property (CFP) on a quarterly basis. The inventory shall include all Contractor furnished equipment, uniforms, and non-expendable supplementary equipment. See exhibits 2A, 2B, 2C, 2D, and 2E for a list of specific CFP required for this BPA.

17.2-2 Equipment

- A. The Contractor will be required to furnish some or all of the types of equipment described herein.

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- B. Communications equipment as described in Exhibit 2A. This equipment may include two-way mobile and portable wireless radio equipment, radio base, relay, and repeater equipment, radio equipment accessories (i.e. external speaker/microphones, batteries, rechargeable batteries, battery chargers, antennas, etc.).
1. The Contractor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies. The Government, at its discretion, may identify the radio frequencies to be used by the contractor.
 2. The Contractor must ensure useful availability of all Contractor furnished communications equipment on a continuous basis. The Contractor shall immediately provide fully- operational substitute communications equipment in the event any equipment is temporarily inoperable.
- C. The Contractor shall obtain all applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for the operation of vehicles, required by the Government. The Contractor shall ensure that Contractor employees obtain all applicable operator's licenses and permits required by law to operate required equipment. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor.
- D. Firearms, ammunition, and less-than-lethal weapons as described in Exhibit 2E. This equipment may include handguns, pistols, O.C. or pepper spray, etc. Modifications to firearm mechanisms must comply with manufacturer's specifications and requirements. Ammunition must be acquired from a commercial source.
1. The Contractor shall obtain all applicable permits, licenses, and registrations in accordance with applicable Federal, state and local laws for the acquisition, carriage, and use of firearms and ammunition. All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the Contractor.
 2. The Contractor shall acquire and maintain an ample supply of appropriate cleaning products (i.e., cleaning solvents, lubricating oil, rods, brushes, patches, etc.). The Contractor must also provide applicable accessories such as clearing barrels, trigger locks, gun lockers, etc.
 3. The Contractor shall provide all training for primary and any additional or intermediate weapons used under the BPA.
 4. The amount and type of ammunition, including additional rounds for contingency, is specified in Exhibit 2E. The additional ammunition shall be provided, stored, and secured off-site by the Contractor. Old duty ammunition will be periodically rotated with

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new ammunition to ensure that each employee is provided new ammunition at least annually.

5. The contractor employee shall inspect his/her issued firearm at the commencement of each tour of duty. Each firearm shall be cleaned and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition. All firearms will be loaded with approved ammunition, including one round in the chamber (if applicable), prior to the security guard's tour of duty.
6. Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place off-site.
7. The Contractor shall provide a list of serial numbers of firearms to the COTR prior to the BPA call performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change. On-site supervisors and security guards shall account for all firearms, and shall make accurate receipt and return entries on the Firearms and Equipment Control Register, DHS Form (to be determined), at the beginning of each shift. The COTR will provide an ample supply of the DHS form.
8. In the event that a firearm is lost or stolen, the Contractor shall notify the FPS MegaCenter **immediately** and shall relate all the particulars known regarding the loss or theft of the weapon. Further, the Contractor shall provide a detailed written report to the COTR within 24 hours of the incident, including the date and time of the incident. The Contractor shall also notify the COTR of the serial number for the replacement weapon.

17.2-3 Uniforms

- A. The Contractor will be required, as specified in Exhibit 2C, to furnish some or all of the types of uniform items described herein.
- B. Exhibit 2C shows the standard required uniform components and the recommended quantities of the components. The Contractor's security guard force uniforms shall be consistent with requirements specified herein. All security guards performing under this BPA, with the exception of off-duty Police Officers, shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.
- C. All Security Agency uniforms must be clearly distinguishable from and not confusingly similar to any uniforms used by law enforcement agencies in the states of Georgia and South Carolina.

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- D. Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the uniform. Identification nametags and the FPS certification card shall be worn over the right breast shirt pocket.
- E. Long sleeve shirts will be required beginning the last Sunday in October and short sleeves beginning the last Sunday in April. The dates may be adjusted with the approval of the COTR; however, all security guards on any one shift must be in the same uniform with the same sleeve length.
- F. Shoes shall be low quarter or high-topped boot with police or plain toe and standard heel. The color of the shoe shall be standard black. The Contractor is not required to provide shoes but must insure that the employees working are in accordance with the BPA requirements. Any deviation from the above requirements must be approved by medical authorities and submitted to the COTR.
- G. Uniform accessories and equipment and the wearing of them shall conform to standards and usage prescribed and in effect for FPS Law Enforcement Personnel. The color of uniform accessories and equipment shall be standard black. All security guards shall wear the same color and style or type of uniform accessories and equipment. Specific uniform requirements and quantities are listed in Exhibit 2C.
- H. Security guards are expected to comply with standards for wear and care of uniform items. The proper wear of uniforms and the care of uniforms and equipment is covered in the Contactor provided training and the *Security Guard Information Manual*. The SGIM will be used as the standard for the wear and care of uniforms and equipment.

17.2-4 Supplementary Equipment

The Contractor will be required, as specified in Exhibit 2D, to furnish supplementary equipment items. Security guards shall not possess any unauthorized supplemental or personal equipment, such as privately owned (e.g., equipment not issued by the Contractor or required by the BPA) firearms, knives, "come-alongs", or other such nonstandard items. Security guards who are found to possess such unauthorized equipment while on post shall be removed from the BPA.

18 Regulations, Handbooks, and Other Applicable Documents

- A. FPS regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed by the Contractor are listed below. Supplementary regulations, which are provided to the Contractor by the CO or his/her authorized representative shall also be in effect and will be incorporated by BPA modification.

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- B. An Officer's Duty Book shall be furnished by the COTR and maintained by the Contractor at the central control point and shall contain complete duty instructions for emergency procedures.
- C. A separate loose-leaf binder shall be furnished by the COTR and maintained by the Contractor at each additional fixed post and will contain only those items of duty instructions pertinent to that specific post.
- D. The Officer's Duty Book, Post Orders, and any supplemental memoranda, directives, or other information is considered Sensitive But Unclassified/Law Enforcement Sensitive information. The Contractor and its employees are restricted from disclosing this or any other operational information to individuals outside of the FPS/Contractor community. The Officer's Duty Book shall not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COTR.
- E. *Conduct on Federal Property* (FMR 41 CFR 102-74) placards are posted in buildings under the charge and control of the General Services Administration and are applicable to all persons entering in or on such property.
- F. *Security Guard Information Manual* (SGIM). This handbook contains the information all security guards and supervisors must read and be familiar with prior to assuming duties under this BPA. The COTR shall give the Contractor one (1) electronic copy of this manual at the pre-performance meeting held shortly after BPA award. The Contractor shall provide to each uniformed contractor employee a legible, securely bound copy of the SGIM upon beginning the basic training course.

19 Security Guard Certification / Security Requirements

19.1 General

- A. All personnel performing on this BPA must pass a suitability determination conducted by the Government. Contractor personnel will not be able to perform under this BPA until appropriate suitability determinations have been made. The Government will provide all necessary forms at the time of BPA award. The DHS Office of Security will accept only complete security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 days after BPA award.
- B. The Contractor should follow the procedures listed below to obtain an FPS certification card for each contractor employee:
 - 1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the BPA eligibility requirements, including medical and drug testing.

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2. Submit the suitability package to the FPS Contracting Officer's Technical Representative and await the results of the adjudication. This process may take approximately one to three months if all forms are legible and complete. However, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.
3. Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other Contractor-provided training requirements. The Contractor may proceed with Contractor-provided training while awaiting results of the suitability adjudication process. This does not include the FPS Written Exam.
4. After the Contractor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the Contractor shall submit the following information to the FPS COTR for an FPS certification card:
 - a. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth and that all pertinent documents are on file at the Contractor's facility. (See exhibit 8).
 - b. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
 - c. A Contract Guard Qualification Certificate. The guard's name, and the name of the Contractor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
 - d. A Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification satisfying the Lautenberg Amendment that states s/he has not been convicted any offense related to domestic violence. The CO shall provide the Contractor with an adequate supply of these forms (See exhibit 1B.). This form shall be valid for a period of one (1) year and must be re-submitted concurrent with the guard's annual firearms re-qualification.
- C. FPS will type on the certification form the date of issuance, qualifications, and expiration date or "TOC" to designate expiration upon completion of the term of the BPA. FPS will then laminate the completed form and issue it to the Contractor.
- D. No guard or supervisor shall be permitted to work under this BPA without a valid certification card.
- E. The certification card shall be worn on the outermost garment of the guard's uniform.

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- F. The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but also a valid CPR/First Aid card and a valid firearms permit.
- G. The Contractor must return employees' certification card to FPS within five (5) workdays upon the termination of the guard's employment or the guard's removal from the BPA. At the end of the BPA period, the Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts. Possession of an FPS certification card does not waive any other BPA requirement.

NOTE: Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the contractor employee's certification status (i.e., suitability determination, medical examination, firearms requalification, CPR/First Aid certification). See exhibit 8 for the list of individual certification elements.

IMPORTANT NOTE: The CO shall have the express authority to demand return of the FPS Certification card for any contractor employee who does not maintain compliance with the BPA qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the BPA until such time as s/he comes into full compliance with all qualification/certification criteria.

19.2 Security Management

- A. The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the DHS Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.
- B. The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this Contract. Should the COTR determine that the Contractor is not complying with the security requirements of this BPA, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

19.3 Suitability Determination / Entry on Duty Decision

- A. DHS 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 the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable entry on duty (EOD) decision based

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on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The 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 DHS, at any time during the term of the BPA. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Contractor employees assigned to the BPA not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

- B. Contractor employees awaiting an EOD decision may begin work on the BPA provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if a Government employee escorts the contractor employee. This limited access is to allow contractors to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

19.4 Suitability Adjudication

- A. After award of the BPA and prior to any contractor employees being permitted to work under the BPA, the Contractor is responsible for ensuring that the contractor employees receive formal suitability adjudication by FPS. All contractor employees shall receive formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers that visit the work sites. Contractor suitability determinations are to be made in accordance with the criteria outlined in 5 CFR 731.202.
- B. Once a prospective contractor employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this paragraph and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following Government furnished forms for each contractor employee:
1. Two (2) completed original Forms FD-258, "Fingerprint Chart;"
 2. Standard Form 85P, "Questionnaire for Public Trust Positions" (plus one copy)
 3. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (plus one copy)
 4. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (plus one copy)
 5. Foreign National Relatives or Associates Statement (plus one copy)

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6. Lautenberg Amendment Statement (plus one copy) (Exhibit 1B)
 7. Drug Questionnaire (plus one copy)
 8. Alcohol Questionnaire (plus one copy)
 9. Financial Disclosure Report (plus one copy)
 10. Non-disclosure Agreement (plus one copy)
- C. Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting contractor employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly.
- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.
- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.
- F. If FPS finds a contractor employee to be unsuitable to work as a result of the suitability investigation under the BPA, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the BPA, and the Contractor shall in turn immediately remove the affected employee from the BPA. The security guard or the Contractor may appeal the suitability determination to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. **Under no circumstances shall a contractor employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract. This requirement also**

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applies to contractor employees whose unfavorable adjudication is pending appeal.

Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, or a serious misdemeanor;
 2. Possessing a record of arrests for continuing offenses;
 3. Falsification of information entered on suitability background investigation forms.
- G. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the BPA for five (5) years (if nothing occurs within the 5- year period that would render the security guard unsuitable for continuing performance under the BPA). The Contractor shall **immediately** notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any contractor employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). **The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the BPA after his/her suitability clearance has expired shall be removed from the BPA until a new favorable suitability determination is made.** The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date (refer to paragraph B above for forms requirements).
1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
 2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.
- H. For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.
1. Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level indicated in Appendix 1. Such contractors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.

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2. Lawful Permanent Residents who have been investigated and approved by Components prior to the issuance of this MD to work on unclassified contracts may remain in the present position. However, they are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.

- I. **FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees.** FPS may, as it deems appropriate, authorize and grant temporary clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

20 Security Clearance Requirements

20.1 Background Investigations

- A. In addition to meeting the FPS background suitability, additional security clearances may be required by the BPA and call(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency, as appropriate (refer to Exhibit 1) for further information as to whether this BPA will require such clearances). Where such clearances are required, employees shall be subject to a security investigation by the Government prior to being allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) during the term of the BPA. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, or other agency.
- B. The Government shall notify the Contractor of the required security classification of this BPA and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.
- C. In all areas requiring a DOD, DOE, NRC, or other agency security clearance, the Contractor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at www.dss.mil or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and for NRC at www.nrc.gov. Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of

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authorization for employees to be assigned to classified areas. (Exhibit 6A, Security Clearance Requirements).

- D. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each BPA security guard employee performing under this BPA, as well as the firm employees, who may, in the performance of this BPA, visit the work site.
- E. Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the BPA needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the BPA. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the BPA or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.
- F. The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each affected contractor employee. The costs should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.

NOTE: The Contractor is advised to only submit security packages on suitable prospective employees whose integrity, credit, and character will meet the security suitability requirements of DHS. DHS will likely consider as being unsuitable prospective employees who fail to truthfully represent their credit history; who make no attempt to pay debts; and whose character could be questionable because of serious arrests, illegal drug use, or abuse of alcohol.

IMPORTANT NOTE: Be advised that unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

20.2 Access To Classified Information (Contractor)

- A. The Department of Homeland Security (DHS) has determined that the performance of this BPA requires that the Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) require(s) access to sensitive DHS information or classified National Security Information (herein known as classified information). Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.

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- B. See exhibit 6C *Security Suitability Requirements* for a determination of which, if any, Contractor facilities and Contractor personnel, including Contract Manager or Supervisor, assigned to this BPA are required to possess up to a TOP SECRET security clearance.
- C. If access to classified information is required as identified in Exhibit 6C, the Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government facility, it will abide by the requirements set by that agency. If these procedures are not properly followed by the Contractor, it will result in deductions from monthly invoices.
- D. The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, interim facility clearance requirements subsequent to the official award date, and/or at least thirty- (30) days prior to the BPA start-up date.
- E. If access to classified information is required as identified in Exhibit 6C, the Contractor must possess a TOP SECRET facility clearance consistent with the NISPOM prior to BPA award. If an unclear firm is selected, DHS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, DHS may terminate the BPA for the convenience of the Government.

20.3 Continued Eligibility

- A. If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the BPA.
- B. The FPS Regional Adjudications Office may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists.
- C. DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this BPA.
- D. The Contractor will immediately report any adverse information coming to their attention concerning contractor employees under the BPA to the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the

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employees' name and social security number, along with the adverse information being reported.

- E. The Contractor must notify the Security Office of all terminations/resignations within five days of occurrence. The Contractor will return any expired DHS/FPS issued identification cards and building passes, or those of terminated employees to the COTR. When a controlled personnel identification system is used by a tenant agency at a site at which the contractor employee is assigned for duty, and the tenant agency provided the contractor employee with the necessary Government identification, the Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the BPA, whichever comes first. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass card.

21 Personal Appearance and Grooming Standards

Security Guards shall be in uniform and maintain a neat, clean, and business-like appearance and comply with dress standards while on duty. Failure to meet the requirements of appearance and wearing of the uniform as noted herein is considered as being "out of uniform". Security guards who are out of uniform are not meeting the requirements of this BPA and are not qualified to meet post requirements. The COTR may consider a post as being unfilled if occupied by a security guard who is out of uniform.

- A. The personal appearance and grooming standards required by this BPA are listed below:

All security guards shall wear clean, properly fitted uniforms when on duty. The uniforms are to be free from defects and worn or frayed fabric.

1. Only conservative prescription eyeglasses may be worn with the uniform. Sunglasses or eyeglasses that are faddish in style or color (e.g. bright, iridescent or fluorescent orange, yellow, red, etc.) or have lenses or frames with initials or other adornments shall not be worn. Mirrored or opaque sunglasses may not be worn. Frame holders which are navy blue or black in color and otherwise unadorned may be worn. Sunglasses or darkly tinted glasses shall not be worn inside the building unless determined as medically necessary by a licensed medical physician.
2. Security guards shall not wear jewelry such as earrings, bracelets, chains, religious insignia, buttons, or pendants. Security guards may wear one ring or ring set on the third finger of each hand, a modest necklace that is completely concealed beneath the uniform shirt, and a watch on either wrist.

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3. Only authorized logos and accessories shall be worn on or with the security guard uniform. At no time shall a contractor employee display, or cause to be displayed, any contractor insignia or logo while on duty without written approval of the COTR.
4. Long sleeve shirts shall be worn with the cuffs fully extended and buttoned. Short sleeve shirts shall be worn with one button open at the collar and sleeves fully extended.
5. Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.
6. Undershirts shall be white or neutral and worn in such a manner so as to be concealed from view. No lettering or design shall be visible through the uniform shirt.
7. If a mustache is worn, it shall be kept neat and trimmed evenly so that no portion extends more than one-half (1/2) inch below or beyond the line of the individual's upper lip.
8. The face shall be kept clean-shaven. The temporary wearing of beards may be authorized by the COTR if prescribed by a board-certified medical doctor for pseudofolliculitis barbae. In such cases, the beard shall be neatly trimmed to a length not to exceed one-quarter (1/4) inch. Medical certification for shaving waivers shall be resubmitted every 120 days.
9. Hair and/or wigs, for females, must be a natural hair color and kept clean, neat and styled to present a managed appearance. Hair shall be arranged so that it does not extend more than 2 and 1/2 inches below the bottom of the collar. Bouffant and modified bush styles are acceptable if they allow for proper wearing of headgear. Plaited or braided hair shall be permitted only if worn under headgear. No decorations shall be worn in the hair and items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blend with the hair.
10. Hairpieces for males must be a natural hair color, neatly groomed and shall not fall over the eyes or exceed the top of the collar. It shall be kept clean and the length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. Also, the bulk or length of the hair shall not interfere with the wearing of headgear and no decorations shall be worn in the hair.
11. For males, hair length must not exceed the top of a shirt collar. Females may wear their hair in an "up" style so as not to interfere with the wearing of the uniform or use of equipment. The Contractor is responsible for ensuring that security guards maintain a neat appearance in accordance with generally accepted standards of the community.
12. Sideburns shall not be conspicuous and shall be neatly trimmed at all times. Sideburns shall not extend below the bottom of the ear, and must be constant in width (not flared), and with a horizontal clean-shaven end.

13. Fingernails shall be free of dirt and trimmed to not extend further than 1/8 of one inch beyond the tip of the finger. Fingernail polish may be used if the color is neutral.

22 Contractor Employee Reinstatements

- A. When the Government takes action that may impact upon the suitability or work fitness status of a contractor employee, the Contractor may appeal the decision to the CO.
- B. If the CO made the initial decision, a senior manager within the FPS Regional Office or headquarters Security and Law Enforcement Division will review the appeal. The appeal decision will be provided to the Contractor in writing with a brief explanation of the decision to uphold or reverse the CO's decision.
- C. Every effort will be made by the Government to expedite processing of the appeal. In most cases the appeal will be decided within two (2) to four (4) weeks, depending on the complexity of the case.
- D. While the appeal is being considered, the Contractor **shall not** permit the employee to work under this BPA.

23 Contractor's Personnel Filing System

- A. To minimize duplication of effort by the FPS and the Contractor, the Contractor shall maintain personnel files on-site for all employees who work under this BPA. Files shall be maintained at either the Contract Manager's on-site office or the Contractor's regional corporate office. Each guard's file **must** contain the following information:
 - 1. Application for employment, including DHS 176, FD 258, resume or detailed prior work history and references;
 - 2. Results of all criminal history checks obtained by the Contractor;
 - 3. U.S. Citizenship and Immigration Services Form I-9 *Employment Eligibility Verification* (OMB No. 1115-0136);
 - 4. A copy of DHS 11000-6 *Non-Disclosure Agreement*,
 - 5. A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;
 - 6. Records of all basic and refresher training attendance and, where required, test scores;
 - 7. Records of all firearms training and qualification scores, where required by the BPA;

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8. Records of all successfully completed Government-provided training;
 9. A copy of most recent CPR, First Aid, and AED certification card;
 10. A copy of most recent Medical Evaluation (SF 78);
 11. Results of all drug screenings administered (both pre- and post- employment);
 12. A copy of DHS the certification card;
 13. A copy of all firearm licenses and certifications required by state and local regulations;
 14. Records of guard's suitability information (including date current suitability expires);
 15. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the BPA;
 16. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this BPA; and
 17. A copy of any National Security Information clearance issued, where required by this BPA (i.e., Secret/Top Secret).
- B. The Contractor's filing system shall be consistently applied and maintained. Required documents shall be placed under the same Section/tabs in every contractor employee's file.
- C. The CO, or COTR shall have the express authority to review **any** contractor employee's file at **any time** during the course of the BPA. The Contractor shall maintain all personnel files for a minimum of five (5) years after BPA closeout (upon receipt of release of claims).
- D. The CO or COTR can request, at any time during the course of the BPA, a spreadsheet or other tracking system (either in paper form or in electronic form) that clearly details the status of all contractor employees pertaining to BPA requirements.
- WEB Contract Guard Employment Requirements Tracking System (CERT)*
1. *The CERT's excel spreadsheet is used by FPS personnel to input security officer information into a national database (CERTS), It is imperative that the information is correct and current.*
 2. *The FPS CERT Excel Spreadsheet will be provided to the Contractor after award and shall be used by the Contractor to document the fact that their personnel are certified as outlined in the contract. The dates listed on the CERTs Excel Spreadsheet must match the paperwork in the Contractor employee's security officer training folder.*

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3. *The CERT's excel spreadsheet shall be updated monthly by the Contractor and forwarded to the local FPS representative/COTR via email.*
- E. The Contractor may maintain either a hard-copy (paper) file or a computerized system containing all the information required above. However, if the Contractor uses a computerized filing system, all forms must be scanned into the computer and must be legible.
- F. **False statements, certification, or falsification of any documents required in this contract (BPA) by the Contractor, Contract Manager, or any contractor employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate investigations by its Office of Inspector General or the 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 the Government tolerate falsification of required documents.**

24 Transition of Guard Services

- A. A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities.
- B. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees. The Contractor may notify the predecessor Contractor's employees that the Contractor will be assuming services upon the BPA start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor's employees while they are on duty, provided that there is no interference with the contractor employee's assigned duties (e.g., during "off hours" or during relief or lunch breaks). However, the Contractor **may not** interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.
- C. The Government will provide the Contractor with the names, social security numbers, and anniversary dates of all employees working under the predecessor Contract as soon as is feasible after BPA award. The Service Contract Act does not require the predecessor Contractor to provide this information earlier than 10 days prior to the predecessor Contract ending date; however, the Government will request cooperation by the predecessor Contractor to provide this information 10 days prior to start of performance. .
- D. The Contractor shall provide a Transition Management Plan within five (5) working days after award of the BPA that should include details of the following elements:

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1. A strategy for implementing supervisory functions,
2. The process for transitioning predecessor employees,
3. Equipment inventory and maintenance plan,
4. Weapons security and maintenance plan,
5. Ammunition management plan,
6. A plan for establishing a reserve force and the current status of staffing levels,
7. A progress report on obtaining permits, licenses, and registrations,
8. A status report on submitting applications for personnel clearances,
9. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.

24.1 Phase-Out of Services and Continuity of Services

- A. The Contractor must recognize that services under this BPA are vital to the Government and must be continued without interruption. Upon BPA expiration, a successor Contractor may continue such services. The Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. The Government will request and the contractor shall provide the names, social security numbers, and anniversary dates of all employees when a new solicitation for follow-on services is developed.
- B. After a new BPA is awarded, the Contractor shall disclose necessary personnel records sufficient to allow the successor Contractor to conduct interviews for possible transition (if the Contractor is not awarded the successor contract/BPA). If selected employees are agreeable to the change, the incumbent Contractor shall grant release at a mutually agreed date.
- C. The extent to which the Contractor cooperates with the Government and the successor Contractor during the contract/BPA transition will be noted in the Contractor's final performance evaluation and will be part of the final performance rating.
- D. As part of the closeout process, the prior Contractor shall turn over to the successor Contractor all training, medical, suitability, and security records of officers from the prior Contractor who will work for the successor Contractor, within 30 days of the final day of performance. Failure to do so shall result in FPS withholding 10% of the final payment until this action is accomplished.

25 Performance Evaluations

- A. The CO and/or COTR shall meet with the Contractor (either in person or via teleconference) on a regular basis and prior to all performance evaluations to discuss the results of the Government's quality control findings and the overall performance of the contract/BPA by the Contractor. The intention of these meetings is to establish a "meeting of the minds" between the Government and the Contractor, and to ensure the effective performance of the Contractor. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance evaluation being given, in order to demonstrate the Government's good faith and paramount intention to obtain successful performance by the Contractor.
- B. The Government shall formally evaluate, in writing, the Contractor's performance *at least* once per year. The Contractor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the Contractor's response shall be filed in the contract/BPA file. Where the Contractor fails to respond in writing to a performance evaluation, the CO shall assume the Contractor's complete concurrence with the findings of the performance evaluation.
- C. The Government shall have the express authority to share the findings (either general or specific) of the performance evaluation reports with any other Federal agency, non-profit agency, or business concern who seeks information on the Contractor's performance, in any manner (electronic, verbally, or in writing) it deems appropriate.
- D. The Government shall use the performance evaluations as a factor to determine whether to award any additional ordering periods and/or as a factor to determine whether to award any future contract(s) to the Contractor.

**Attachment 3
LIST OF EXHIBITS**

EXHIBIT	TITLE
1	<u>Productive Requirements Including Post Hours and Location</u>
1A	<u>List of required administrative forms to be used by the Contractor</u>
1B	<u>Lautenberg Certification form</u>
2A	<u>Contractor Furnished Communication Equipment Requirements</u>
2B	<u>Contractor Furnished Vehicle Requirements</u>
2C	<u>Contractor Furnished Uniform Requirements</u>
2D	<u>Contractor Furnished Supplementary Equipment Requirements</u>
2E	<u>Contractor Furnished Weapons and Ammunition</u>
3A	<u>Government Furnished Communication Equipment Requirements</u>
3B	<u>Government Furnished Vehicle Requirements</u>
3C	<u>Government Furnished Uniform Requirements</u>
3D	<u>Government Furnished Supplementary Equipment Requirements</u>
3E	<u>Government Furnished Weapons and Ammunition</u>
4	<u>Contractor's Training Schedule and Plan</u>
4A	<u>Contractor Provided Basic Training</u>
4B	<u>Contractor Provided Supervisor Training</u>
4C	<u>Government Provided Training</u>
4D	<u>Contractor Provided Refresher Training</u>
4E	<u>Contractor Provided Firearms Training and Qualification</u>
4F	<u>Contractor Provided Expandable Baton Training</u>
5A	<u>Contractor's Certification of Basic Training</u>
5B	<u>Contractor's Certification of Supervisory Training</u>
5C	<u>Contractor's Certification of Government Provided Training</u>
5D	<u>Contractor's Certification of Refresher Training</u>
5E	<u>Contractor's Certification of Basic Firearms Training</u>
5F	<u>Contractor's Certification of Annual Firearms Qualification</u>
5G	<u>Contractors's Certification of Annual Expandable Baton Training and Certification</u>
6	<u>Contractor's Certification of Contract Employee Eligibility Requirements</u>
6A	<u>Standard Form (SF) 78, Certificate of Medical Examination</u>
6B	<u>Key Personnel Resume</u>
6C	<u>Security Suitability Requirements</u>
7	<u>Federal Management Regulations Subpart C, <i>Conduct on Federal Property</i> (41 CFR 102-74)</u>
8	<u>Contractor's Certification of Contract Employee Eligibility</u>

	Requirements
9	Wage Determination

EXHIBIT 1

**PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND
LOCATION**

Note: To be included at time of award of the order.

EXHIBIT 1A

REQUIRED ADMINISTRATIVE FORMS

Form Number	Form Title
DHS 11000-6	Non-Disclosure Agreement
I-9	Employment Eligibility Verification
SF-85P	Questionnaire for Public Trust Positions*
SF-85PS	Supplemental Questionnaire for Selected Positions*
FD-258	Fingerprint Application Card (Two (2) completed original forms)
GSA 3155	Offence/Incident Report
DHS 176	Statement of Personal History
SF-78	Certificate of Medical Examination
	Security Guard Duty Register
139	Record of Time of Arrival and Departure from Building
	24-hour Duty Log
	Equipment Performance Test Report
2580	Security Post Assignment Record
	Lautenberg Certification Form
DHS111000-9	Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act *
	Foreign National Relatives pr Associates Statement *
	Drug Questionnaire*
	Alcohol Questionnaire*
	Financial Disclosure Report*
	Non-disclosure Agreement*
	*provide original plus one copy

EXHIBIT 1B

LAUTENBERG CERTIFICATION

The Lautenberg Amendment to the Gun Control Act of 1968 (18 U.S.C. §922) makes it unlawful for any person who has been convicted of a misdemeanor crime of domestic violence to ship, transport, possess, or receive firearms or ammunition. This prohibition applies to persons convicted of such misdemeanors at any time.

A misdemeanor crime of domestic violence is defined as one that includes the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by a current or former spouse, parent or guardian of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, parent, or guardian, or by a person similarly situated to a spouse, parent or guardian of the victim.

Please complete the following certification:

I (print your first name, middle initial, last name), _____, hereby certify that, to the best of my knowledge and belief, all of the information provided by me is true, correct, complete and made in good faith. I understand that any false statement or fraudulent information provided here may be punishable pursuant to Federal law, including 18 U.S.C. Section 1001.

Signature: _____ Date: _____

Have you even been convicted of a misdemeanor crime of domestic violence as defined above? Yes _____ No _____ Not Sure _____ Initial & Date _____
If you answered "yes" to this question, please provide the following information with respect to your conviction: Court/Jurisdiction: _____ Docket/Case Number: _____ Statute/Charge: _____ Date of Disposition: _____

EXHIBIT 2A
Georgia
CONTRACTOR FURNISHED COMMUNICATION EQUIPMENT
REQUIREMENTS

1. Facilities: All.

2. Equipment: The Contractor shall provide, maintain, and supplement, as may be necessary at the sites identified above, the necessary number(s) of two-way radios, cell phones and associated equipment as describe below.

Type of Equipment
Two-way Radio with battery, charger, long whip antenna and holster w/belt clip
Two-way Radio Programming equipment
Cell Phones with Push to Talk feature, charger and holster with belt clip

3. Licenses and Frequencies: Two-Way Radios will operate on the 900 MHz ISM license-free band utilizing Frequency Hoping Spread Spectrum technology. No FCC license is required.

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 all security guard. Two-way radios will have battery life of at least 12 hours. Two-way radios will have one-to-one and one-to-many calling capabilities. Two-way radios will have an LCD screen that will display the Transmit ID¹ of the sending unit on the receiving unit(s) display. Two-way radios and/or cell phones to be provided by the contractor at all posts when staffed. The security guard is required to have the two-way radio and/or cell phone with them at all times while on post.

5. The Contractor will provide a listing of radios, cellular phones and associated equipment to be used on this Contract to the COTR. The cell phone list should include the phone number plus the building number and post number it is assigned to or the supervisor it assigned to.

¹ A unique identification assigned to each radio (example: post number, post location, etc.)
 HSCEE4-08-A-00001
 Armed Security Guard Services
 Georgia Statewide

**EXHIBIT 2B
Georgia**

CONTRACTOR FURNISHED VEHICLE REQUIREMENTS

1. Facility: Throughout the State of Georgia

2. Equipment: Contractor Furnished Vehicle(s)

The Contractor shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facilities and 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, and shall be equipped with a rotation emergency roof light in compliance with applicable state and local laws. The vehicle(s) shall be available at all times during the life of the contract, and must be replaced immediately by a replacement vehicle if removed 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 be equipped with a 10 – 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The vehicles shall be equipped with a conventional, universal first aid kit with Airway pack, Cling bandages, and a minimum of two bite sticks. The vehicle type can be any one of the following: Sedan, SUV or Truck.

3. Vehicle Requirements:

	Vehicle Type	Estimated Daily Hours	Days Per Week	Estimated Miles Per Day
	Not Required			

EXHIBIT 2C
Georgia

CONTRACTOR FURNISHED UNIFORM ITEMS

1. Facility:

2. Uniforms: Contractor Furnished Uniform Items

The Contractor shall furnish uniform clothing items, as indicated below, to all productive and supervisor security guards performing on the Contract. Badges, patches and other approved devices worn on the uniforms shall carry distinctive markings of the Guard Company in compliance with applicable state and local laws.

3. Uniform Requirements:

Uniform Components	Description / Color	QTY
Shirt, long sleeve with shoulder patches	The patch shall have a dark navy background with yellow/gold trim. The eagle shall be brown in color.	4
Shirt, short sleeve with shoulder patches		4
Trousers	Navy blue, all season	4
Necktie	Navy blue, polyester, break away style	2
Jacket	Navy blue, reefer style, waterproof, multi-season protection	1
Cap	Navy blue, baseball style with 1" gold "SECURITY" lettering centered on the front	2
Cap	Cold weather, navy blue, nylon with fur crown	1
Gloves	Black, cold weather, police style	2
Gloves	Latex, safegrip, 13 mils thick	2
Glove Pouch	Black, nylon, double latex glove holder	1
Pistol belt (without shoulder strap)	Black, nylon, triple retention release	1
Belt	Inner trouser, black, nylon, buckeless	1
Holster	Black, 9mm, Level II (slide on	1

Uniform Components	Description / Color	QTY
	belt type), w/hammer safety strap, left/right as required	
Magazine Case	Black, nylon, double pouch	1
Duty Belt "Keepers"	Black, nylon (set of 4)	1
Expandable Baton	Chrome, black handle, 21" to 26"	1
Expandable Baton Holder	Black, nylon, 21" to 26"	1
Handcuffs w/Keys	Double locking, NIJ certified	1
Handcuff Case	Black, nylon	1
Key Strap w/flap	Black, nylon	1
Whistle, w/chain attachment	Solid brass, gold plated with gold plated snake chain	1
Metal frame cap ornament	Silver (non-supervisory), Gold (supervisory)	1
Nameplate	Brass, 5/8" X 2 1/2", gold plated with rounded edges containing black 1/4" lettering (First initial and last name)	2
Flashlight w/charger	Black, rechargeable	1
Flashlight Holder	Black, nylon	1
Boots	Black	0
Shoes	Black	0
Badge		1
Shoulder Insignia		10
Raingear	High visibility, one or two piece with should patches and tab for mounting badge. Must meet ANSI Class I standard and must allow easy access to pistol and duty gear.	1

**EXHIBIT 2D
Georgia**

**CONTRACTOR FURNISHED SUPPLEMENTARY EQUIPMENT
REQUIREMENTS**

1. Facility:

2. Supplementary Equipment: Contractor Furnished Equipment Items

The Contractor shall furnish the following supplemental equipment items for each guard, post, or location as indicated to all productive and supervisor security guards 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
N/A		

EXHIBIT 2E
Georgia

CONTRACTOR FURNISHED FIREARMS AND AMMUNITION

The contractor will provide all security guards, including part-time and reserve guards with one (1) pistol with three magazines each meeting the following requirements:

The overall size shall not exceed 7.70" long, 5.50" high, and 1.50" wide and weigh no more than 34.0 oz. excluding the magazine. The magazine shall hold a minimum of ten (10) rounds and not more than thirteen (13) rounds. 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 trigger pull must not weigh more than 11 pounds and not less than 9 pounds. The single action trigger pull must not weigh more than 6 pounds and not less than 3.5 pounds.

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. The normal function of the pistol shall be single action with double action available for the first shot or second primer strike in case of a failure to fire. The pistol must be operable by a right or left-handed user. The hammer must be exposed. The pistol must allow for the lowering of the hammer from a cocked position to an uncocked position without the manipulation of the trigger while ensuring that a chambered round will not fire.

All safeties must be internal and passive with the exception of an external decocking lever. 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 decocking lever must not be a combination safety-decocking lever. It must be externally frame mounted, and must not be placed within the grasping groove area of the slide.

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 pistol has to have been assembled in the United States. Ammunition will consist of jacketed hollow point rounds.

All firearms and ammunition, when not issued for duty, shall be secured off-site by the contractor in a manner consistent with state and local laws, codes, and regulations, and approved by the COTR.

The contractor will have on-hand a sufficient quantity of appropriate and compatible ammunition to provide to all security guards, including part-time and reserve guards with 31 to 40 rounds each depending on magazine capacity. In addition, the Contractor shall have on-hand or immediately obtainable an adequate quantity to meet the ammunition requirements for training and qualifications.

EXHIBIT 3A

**GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT
REQUIREMENTS**

The Government will not furnish communications equipment for the performance of this Contract.

EXHIBIT 3B

GOVERNMENT FURNISHED VEHICLE EQUIPMENT REQUIREMENTS

The Government will not furnish vehicle equipment for the performance of this Contract.

EXHIBIT 3C

GOVERNMENT FURNISHED UNIFORM REQUIREMENTS

The Government will not furnish uniforms for the performance of this Contract.

EXHIBIT 3D
Georgia

**GOVERNMENT FURNISHED SUPPLEMENTARY EQUIPMENT
REQUIREMENTS**

1. Facility:

2. Supplementary Equipment: Government Furnished Equipment Items

The Government shall furnish the following supplemental equipment items for each guard, post, or location as indicated to all productive and supervisor security guards performing on the Contract. It is the Contractor's responsibility to report maintenance issues and any damage regarding the vehicles and associated equipment immediately to the COTR.

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY
Metal Detector	Handheld Wand	As required by Post Orders
Magnetometers	Various	As required by Post Orders
X-ray Machines	Various	As identified by Post Order

EXHIBIT 3E

**GOVERNMENT FURNISHED FIREARMS AND AMMUNITION
REQUIREMENTS**

The Government will not furnish firearms or ammunition for the performance of this Contract.

EXHIBIT 4

CONTRACTOR'S TRAINING SCHEDULE AND PLAN

In addition to listing specific and other related information as shown below, attach a resume for each instructor. This format will be used for all training, initial/basic, firearms, refresher, and on-the-job.

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

EXHIBIT 4A

CONTRACTOR PROVIDED BASIC TRAINING

IMPORTANT NOTE: THE INSTRUCTOR MUST USE THE FPS SECURITY GUARD INFORMATION MANUAL (SGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING. TOPICS ARE CROSS REFERENCED WHERE APPLICABLE TO THE MANUAL FOR EFFECTIVE PRESENTATION OF THE MATERIAL.

The Contractor must present 64 hours of basic training to all students. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 64 hours of training.* It is also incumbent upon the instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

64 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of DHS and FPS as well as the role contract security guards 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	Instructor will discuss the typical duties of a Contract Security Guard and responsibilities associated with being a contract Security guard at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1	Describe police professionalism today, including the expanding use of contract security guards 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 guards and the contract security guards.
Ethics and Professionalism Part II:	1	Role playing or other interactive methods between instructor and students using scenarios

Subject	Hours	Scope
Interactive Training		of ethical and professional behavior by security guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract security guard is presented 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	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 will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction is to be provided to the security guards 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 be 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 will be acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	1	Instructor(s) will discuss the basic knowledge needed for the security guards 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;

Subject	Hours	Scope
		irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard 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 will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	2	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	1	Present the security guards 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)	1	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard 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 guard with knowledge of how guards 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 guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE AND APPENDIX FOUR, SGIM)	1	Instruction will be given 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 will be discussed as will the consequences of the unauthorized, or misuse, of force.

Subject	Hours	Scope
Crime Scene Protection (CHAPTER THREE, SGIM)	2	Illustrate 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	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	1	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	2	Instructor(s) will discuss 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)	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 guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	4	Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a

Subject	Hours	Scope
		crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	1	Define the security guard'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)	3	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	2	Instructor shall discuss various types of special situations which guards may be required to 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 guards 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 guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTERS ELEVEN AND FOURTEEN, SGIM)	4	Instructor will provide a lecture regarding 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	Instructor will discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	3	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective

Subject	Hours	Scope
		response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	2	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	2	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	2	Instructor will lecture on defining the terms 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	4	Lecture and practical applications will be used to instruct Security Guards 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 be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Review & Examination	2	A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter.

NOTE: THE WRITTEN EXAMINATION QUESTIONS ARE TAKEN 100% FROM THE SGIM. FAILURE BY THE INSTRUCTOR TO USE THE SGIM AS AN ESSENTIAL TRAINING TOOL MAY RESULT IN HIGH RATES OF FAILURE ON THE WRITTEN EXAMINATION. THE CONTRACTOR IS STRONGLY URGED TO ENSURE THAT THE INSTRUCTORS USE THE SGIM AS A CORE COMPONENT OF THE TRAINING.

EXHIBIT 4B

CONTRACTOR PROVIDED SUPERVISOR TRAINING

The Contractor must present 9 hours of supervisory training to any security guard prior to performing supervisory functions. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 9 hours of training.*

9 Hours

Subject	Hours	Scope
Supervisor’s Duties and Responsibilities	2	Instructor(s) will discuss the basic duties and responsibilities of a security guard supervisor. Discussions will include instructions that all duty posts are to be manned at all times as required by the Contract; that all required forms are to be completed in an accurate, legible and timely manner; and that all subordinate employees have all required equipment and maintain proper inventory records of service weapons and all other required equipment.
FPS Contract Requirements	1	Instructor(s) will review basic FPS Contract requirements and standards of performance for Contractors, Contract employees, and the relationship of employees with key members of Government agencies and FPS officials involved in the administration and operation of FPS Contracts. The contract will be discussed with students so students will be familiar with all aspects of the contract to ensure proper performance by all employees and supervisors.
Methods and Theories of Supervision	1	Instructor(s) will discuss various supervision management theories and the basic principles involved so that the student understands the various methods of supervision that are available to accomplish the goals of a first-line supervisor.
How to be an Effective Leader	1	Instructor(s) will discuss the importance of a supervisor being a good leader. Discussion will

Subject	Hours	Scope
		focus on the necessity of giving constant attention to countless details of personal behavior and personal relations with subordinates.
Purpose of Discipline	1	Instructor(s) will discuss the purpose of discipline and the use of praise and criticism to encourage and motivate employees. Discussion will focus on the use of criticism with the intention of improving job performance.
Effective Written and Oral Communication	1	Instructor(s) will discuss the problems oral communication encountered in both written and oral communication between supervisors and subordinates and methods to improve both. Lecture will include discussion of quantitative directives and the concept of asking while telling. Also included will be information on formal and informal communications and how the effective supervisor can use both to accomplish his/her mission as a first-line supervisor.
Motivating Employees and Problem Solving Methods	1	Instructor(s) will discuss methods used to motivate employees and to improve the performance of those employees who are not performing at acceptable standards. Emphasis will be on early identification of problem employees and methods that may be used to bring poor performance up to acceptable standards. Discussion will include problems related to alcoholism, illegal drug usage, and other related topics.
Scheduling Employees	1	Instructor(s) will discuss scheduling problems and methods to use available personnel effectively to ensure coverage of all posts in a cost-effective manner without using overtime. Included will be several practical “hands on” scheduling exercises.

Exhibit 4C

GOVERNMENT PROVIDED TRAINING

The Contractor must coordinate with the COTR to present 16 hours of Government provided training to all students. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 16 hours of training.* The Instructor will notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility and may be excluded from the required training.

16 Hours

Subject	Hours	Scope
Rules and Regulations	1	Discuss FPS’s 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 guards may be given training in bomb search procedures.
Report Writing, Notes and Required FPS Forms	3	Develop an understanding of the types, and Required FPS Forms requirements, and necessity of field notes and reports that will be expected from the security guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis. Instructor(s) will review and discuss the

Subject	Hours	Scope
		importance of the following forms: 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. Relief Guard Register h. Officer and Inspectors Register; I. Guards Hourly Report; j. Special forms unique to the facility used in the performance of the Contract duties.
Telephone and Radio Communications	1	Instruction will prepare the security guard for use of telephone and radio communications techniques. Instruction will be presented employing 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 guards will be instructed in their relationship to other law enforcement agencies. Each guard 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. NOTE: For the purpose of this training, 50 minutes will be considered as one hour of instruction.
X-Ray and Magnetometer Training	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

EXHIBIT 4D

CONTRACTOR PROVIDED REFRESHER TRAINING

IMPORTANT NOTE: THE INSTRUCTOR MUST USE THE FPS SECURITY GUARD INFORMATION MANUAL (SGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING. TOPICS ARE CROSS REFERENCED WHERE APPLICABLE TO THE MANUAL FOR EFFECTIVE PRESENTATION OF THE MATERIAL.

The contractor must provide 40 hours of refresher training to all security guards every three (3) years from the date the security guard passed the written test and every three years thereafter. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

40 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of DHS and FPS as well as the role contract security guards play in facility security. Instructor will also discuss the five types of facilities and security levels.
Customer Oriented Protection	1	Instructor(s) will discuss the concept of customer-oriented protection and the role security guards 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	Instructor will discuss the typical duties of a Contract Security Guard and responsibilities associated with being a security guard at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	0.5	Describe police professionalism today, including the expanding use of security guards and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and

Subject	Hours	Scope
		undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement agents and the security guards.
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 guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the security guard is presented 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 will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction is to be provided to the security guards 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 be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.

Subject	Hours	Scope
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 will be acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	0.5	Instructor(s) will discuss the basic knowledge needed for the security guards 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. Special attention should be given to the changes in human behavior that might occur in the contract security guard 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 will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	0.5	Present the security guards 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 guard with the knowledge of the legal application of search and seizure law in the performance of duties as a security guard with 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,	1	Provide the security guard with knowledge of how guards shall exercise their authority to

Subject	Hours	Scope
SGIM)		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 guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, SGIM)	1	Instruction will be given 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 will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	0.5	Illustrate the 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	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	0.5	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss 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	Instructor(s) will discuss 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-

Subject	Hours	Scope
		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 guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	0.5	Acquaint the security guard with the care and caution that must be 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 guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Crime Detection, Assessment And Response (CHAPTER SIX, SGIM)	0.5	Acquaint the security guard with the care and caution that must be (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 guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	0.5	Define the security guard'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	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as 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 guards may be required to respond to, such as providing escorts; controlling

Subject	Hours	Scope
		traffic; and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security guards 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 guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTER ELEVEN, SGIM)	2	Instructor will provide a lecture regarding 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	Instructor will discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	1	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	1	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	0.5	Instructor will lecture on defining the terms 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 will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining

Subject	Hours	Scope
		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 be given the opportunity to affix and remove handcuffs in different “real life” scenarios where handcuffing would be necessary.
X-Ray and Magnetometer	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

EXHIBIT 4E

CONTRACTOR PROVIDED FIREARMS TRAINING AND QUALIFICATION

The Contractor must present 8 hours of firearms classroom training, and 32 hours of live fire training and familiarization to all security guards. In addition to the firearms training, the contractor must provide for the firearms qualification course and must coordinate with the COTR for FPS to monitor the course of fire. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’ progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of firearms training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

Subject	Hours	Scope
Firearms Maintenance, Safety, and Handling	8	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide instruction in the handling and control of the security guard’s firearm. Instruction should relate to firearms safety and handling to include: nomenclature, wearing of the weapon, 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.

Subject	Hours	Scope
Familiarization Fire	32	Instruction on live fire with no less than 500 rounds of ammunition. Instructions include transition from other weapons.

Requirements for Annual Re-Certification

Annual firearms re-qualification requires the contract employee to pass the firearms Qualification Course (listed below) with a passing score. The Contractor is responsible for ensuring that all its employees receive the training and/or range time necessary to successfully requalify

Handgun Qualification Course

Firearms: Contract-authorized handgun and ammunition

Ammunition: Fifty (50) rounds

Target: ICE Target

All stages will be fired as a hot range. Once prepared for duty carry, the shooter will be responsible for maintaining full magazines throughout the course of fire, reloading on command and/or when otherwise necessary.

Course of Fire:

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
1	1.5 YSD	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 (1) round in two (2) seconds and re-holster. Draw and fire two (2) rounds in two (2) seconds and re-holster. Draw and fire three (3) rounds in two (2) seconds and re-holster. Officers with a magazine capacity of less than twelve (12) 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.

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
2	3 YDS	6	Using two hands from the holster -- point shoulder shooting, referencing sights	On command the shooter will: Draw and fire three (3) rounds in the chest of the target in three (3) seconds, and re-holster. Draw and fire three (3) rounds in three (3) 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 (2) rounds to the chest of the target and one (1) round to the head of the target in five (5) seconds and assume a high search position. From high search, move to an aimed in position and fire two (2) rounds to the chest of the target and one (1) round to the head of the target in four (4) seconds. At the end of this stage, the two (2) headshot rounds must be in the five ring head area for each to count as five (5) points. The head area outside the five ring is worth two (2) points. Officers with a magazine capacity of less than twelve (12) 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.
4	7 YDS	12	One-handed shooting	On command the shooter will draw and fire three (3) rounds, using both hands, then transfer the weapon to the strong hand only and fire three (3) rounds, in ten (10) seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster. Draw and fire three (3) rounds, using both hands, then transfer the weapon to the support hand only and fire three (3) rounds, in ten (10) seconds. Perform a

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				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 (6) rounds from the standing position in ten (10) 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 (5) seconds and assumes a ready position. When threat reappears, or command to fire is given, fire six (6) additional rounds from the kneeling position in ten (10) seconds. Officers with a magazine capacity of less than twelve (12) 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).
6	25 YDS	4	Barricade	On command the shooter will take one (1) step to the rear and one (1) to the right of the barricade. When the threat appears or command to fire is given, move to cover, draw and fire two (2) rounds from the right side standing barricade position, move to the right side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds. While in a position of cover, perform a magazine exchange.
7	25 YDS	4		On command the shooter will take one (1) step to the rear and one (1) to the left of the barricade. When the threat appears or command to fire is given, move to cover and fire

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
			Barricade	two (2) rounds from the left side standing barricade position, move to the left side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds.

A total of fifty (50) rounds will be fired with a maximum possible score of two hundred-fifty (250) points. Minimum qualification score is two hundred (200) out of two hundred-fifty (250) for eighty (80) percent.

Marksmanship Ratings.

220-230 = Marksman;

231-240 = Sharpshooter;

241-249 = Expert; and

250 = Distinguished Expert.

EXHIBIT 4F

CONTRACTOR PROVIDED EXPANDABLE BATON TRAINING

The Contractor must present 8 hours of expandable baton training and certification to all security guards. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught. It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

Annual expandable baton training and recertification is required.

Subject	Hours	Scope
Expandable Baton Training and Certification	8	The training will consists of both lecture and hand-on demonstrations pertaining to the nomenclature, maintenance requirements, drawing techniques, opening/closing techniques, tactical positions and stances, striking techniques and retention techniques.

EXHIBIT 5A

CONTRACTOR'S CERTIFICATION OF BASIC TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Basic Training subjects including practical exercises and examinations in accordance Exhibit 4A as required by Contract number _____.

The Basic Training was provided from _____ to _____
(DATE) (DATE)

The Basic Training Subjects as identified in Exhibit 4A of the Contract were 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 State Code. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 5B

CONTRACTOR'S CERTIFICATION OF SUPERVISORY TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named supervisory employee has successfully completed all required Supervisory Training subjects including practical exercises and examinations in accordance with Exhibit 4B as required by Contract number _____.

The Supervisory Training was provided from _____ to _____
(DATE) (DATE)

The Supervisory Training Subjects as identified in Exhibit 4B of the Contract were 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 State Code. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 5C

CONTRACTOR'S CERTIFICATION OF GOVERNMENT PROVIDED TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Government Provided Training subjects including practical exercises and examinations in accordance with Exhibit 4C as required by Contract number _____.

The Government Provided Training was provided from _____ to _____
(DATE) (DATE)

The Government Provided Subjects as identified in Exhibit 4C of the Contract were presented by:

_____ 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 State Code. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 5D

CONTRACTOR'S CERTIFICATION OF REFRESHER TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Refresher Training subjects including practical exercises and examinations in accordance with Exhibit 4D as required by Contract number _____.

The Refresher Training was provided from _____ to _____
(DATE) (DATE)

The Refresher Training Subjects as identified in Exhibit 4D of the Contract were 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 State Code. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 5E

CONTRACTOR'S CERTIFICATION OF BASIC FIREARMS TRAINING AND QUALIFICATION

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Exhibit 4E as required by Contract number _____.

The Firearms Training was provided from _____ to _____
(DATE) (DATE)

The Firearms Training Subjects as identified in Exhibit 4E of the Contract were 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 5F

CONTRACTOR'S CERTIFICATION OF ANNUAL FIREARMS QUALIFICATION

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Exhibit 4E as required by Contract number _____.

The Firearms Training was provided from _____ to _____
(DATE) (DATE)

The Weapons Training Subjects as identified in Exhibit 4E of the Contract were 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 State Code. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 5G

CONTRACTOR'S CERTIFICATION OF ANNUAL EXPANDABLE BATON TRAINING AND CERTIFICATION

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Expandable Baton Training subjects including practical exercises and examinations in accordance with Exhibit 4F as required by Contract number _____.

Expandable Baton Training was provided from _____ to _____
(DATE) (DATE)

Expandable Baton Training Subjects as identified in Exhibit 4F of the Contract were presented by:

_____ of _____
(Name of Instructor) (Name of Company)

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 State Code. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 6

**CONTRACTOR’S CERTIFICATION OF CONTRACT EMPLOYEE
ELIGIBILITY REQUIREMENTS**

Employee’s Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has fulfilled all the requirements stated below, and that the following documents are all current, valid, and properly filed in the employee’s personnel file as required by Contract number _____.

Subject	Date Completed / Filed
Resume / Transcripts / Diploma	
SF 78 – Certificate Of Medical Examination	
Pre-employment Drug Screening	
Lautenberg Certification Form	
State, Local Firearms License	
Basic Training Completion Certificate	
Passing Score On Written Examination	
Firearms Training Certificate	
Firearms Qualification Certificate	
Government Provided Training Certificate	
Recertification Training Certificate	
Expandable Baton Training Certificate	
Magnetometer/X-Ray Training Certificate	
Refresher Training	
First Aid Training Certificate	
CPR/AED Training Certificate	

(Printed Name of Contractor’s Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigating and verification under Title 18, Section 1001 United State Code. Any false or misleading information may be punishable by fine or imprisonment.

This certification shall be completed and submitted to the LCOTR with the Contract employee’s suitability documentation (FPS 176, FD-258 Fingerprint Cards, and I-9 Employment Eligibility Verification) prior to the employee’s initial performance under the contract and every three (3) years thereafter, concurrent with the employee’s suitability adjudication renewal application. A copy of this certification shall also be placed in the contract employee’s personnel file and shall be updated to reflect certification renewals as they occur.

EXHIBIT 6A

STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

RESERVED [INSERT ACTUAL COPY OF SF 78]

Released 7/2/99.

TO BE GIVEN TO PERSON EXAMINED WITH A PRE-ADDRESSED "CONFIDENTIAL-MEDICAL" ENVELOPE.

UNITED STATES CIVIL SERVICE COMMISSION
CERTIFICATE OF MEDICAL EXAMINATION

Form Approved
Budget Bureau
No. 50-R0073

Part A. TO BE COMPLETED BY APPLICANT OR EMPLOYEE (typewrite or print in ink)

1. NAME (last, first, middle) 2. SOCIAL SECURITY ACCOUNT NO. 3. SEX MALE FEMALE 4. DATE OF BIRTH
5. DO YOU HAVE ANY MEDICAL DISORDER OR PHYSICAL IMPAIRMENT... 6. I CERTIFY THAT ALL THE INFORMATION GIVEN BY ME...

Part B. TO BE COMPLETED BEFORE EXAMINATION BY APPOINTING OFFICER

1. PURPOSE OF EXAMINATION PREAPPOINTMENT OTHER (Specify) 2. POSITION TITLE
3. BRIEF DESCRIPTION OF WHAT POSITION REQUIRES EMPLOYEE TO DO
4. Circle the number preceding each functional requirement and each environmental factor essential to the duties of this position...

Part C. TO BE COMPLETED BY EXAMINING PHYSICIAN

1. EXAMINING PHYSICIAN'S NAME (Type or print) 2. ADDRESS (Including ZIP Code) 3. SIGNATURE OF EXAMINING PHYSICIAN (Signature) (Date)

78-110

STANDARD FORM NO. 78
OCTOBER 1989 (REVISION)
CIVIL SERVICE COMMISSION
FPM 239

Armed Security Guard Services
Georgia Statewide

NOTE TO EXAMINING PHYSICIAN: The person you are about to examine will have to cope with the functional requirements and environmental factors circled on the other side of this form. Please take these, and the brief description of the job duties above them, into consideration as you make your examination and report your findings and conclusions.

1. HEIGHT: _____ FEET, _____ INCHES. WEIGHT: _____ POUNDS.

1. EYES: 20 20 20 20
 (A) Distant vision (Snellen): without glasses: right left ; with glasses, if worn; right left
 (B) What is the longest and shortest distance at which the following specimen of Jaeger No. 2 type can be read by the applicant?
 Test each eye separately.

Jaeger No. 2 Type _____
 employees in the Federal classified service as may be required by the Civil Service Commission or its authorized representative. This order will supplement the Executive Orders of May 29 and June 18, 1923 (Executive Order, September 4, 1924).

without glasses: { L _____ in. to _____ in. R _____ in. to _____ in.
 with glasses, if used: L _____ in. to _____ in. R _____ in. to _____ in.

(B) Color vision: Is color vision normal when Ishihara or other color plate test is used? YES NO
 If not, can applicant pass lantern, yarn, or other comparable test? YES NO

3. EARS: (Consider denominators indicated here as normal. Record as numerators the greatest distance heard.)
 Ordinary conversation: RIGHT EAR _____ ; LEFT EAR _____
 20 ft. 20 ft.
 Audiometer (if given):

250	500	1000	2000	3000	4000	5000	6000	7000	8000

4. OTHER FINDINGS: In items a through l briefly describe any abnormality (including diseases, scars, and disfigurements). Include brief history, if pertinent. If normal, so indicate.

a. Eyes, ears, nose, and throat (including tooth and oral hygiene)	e. Abdomen
b. Head and back (including face, hair, and scalp)	f. Peripheral blood vessels
c. Speech (note any malfunction)	g. Extremities
d. Skin and lymph nodes (including thyroid gland)	h. Urinalysis (if indicated) Sp. gr. _____ Sugar _____ Blood _____ Albumen _____ Casts _____ Pus _____
i. Respiratory tract (X-ray if indicated)	
j. Heart (size, rate, rhythm, function) Blood pressure _____ Pulse _____ EKG (if indicated) _____	
k. Back (special consideration for positions involving heavy lifting and other strenuous duties)	
l. Neurological and mental Health	

Jaeger No. 2 Type _____

Conclusions: Summarize below any medical findings which, in your opinion, would limit this person's performance of the job duties and/or would make him a hazard to himself or others. If none, so indicate.
 No limiting conditions for this job
 Limiting conditions as follows

FOR AGENCY USE ONLY

Part B. TO BE COMPLETED BEFORE EXAMINATION BY APPOINTING OFFICER			
1. NAME (<i>last, first, middle</i>)	2. SOCIAL SECURITY ACCOUNT NO.	3. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	4. DATE OF BIRTH
5. DO YOU HAVE ANY MEDICAL DISORDER OR PHYSICAL IMPAIRMENT WHICH WOULD INTERFERE IN ANY WAY WITH THE FULL PERFORMANCE OF THE DUTIES SHOWN BELOW? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>(If your answer is YES, explain fully to the physician performing the examination)</i>		6. I CERTIFY THAT ALL THE INFORMATION GIVEN BY ME IN CONNECTION WITH THIS EXAMINATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. _____ <i>(Signature of applicant)</i>	

Part D. TO BE COMPLETED BY AGENCY MEDICAL OFFICER (*if one is available*)

NOTE: Review the attached certificate of medical examination and make your recommendations in item 1 below. If the medical examination was done for pre-appointment purposes, circle the appropriate handicap code in part F.

1. RECOMMENDATION: <input type="checkbox"/> HIRE OR RETAIN, DESCRIBE LIMITATIONS, IF ANY, HERE. <input type="checkbox"/> TAKE ACTION TO SEPARATE OR DO NOT HIRE, EXPLAIN WHY		
2. AGENCY MEDICAL OFFICER'S NAME (<i>type or print</i>)	3. LOCATION (<i>city, State, ZIP Code</i>)	4. DATE

Part E. TO BE COMPLETED BY AGENCY PERSONNEL OFFICER

NOTE: Enter the action taken below. If this form is used for pre-appointment purposes, be sure the appropriate handicap code in part F is circled. **IMPORTANT:** See FPM Chapter 293, Subchapter 3; FPM Chapter 339; and FPM Supplement 339-31 for disposition and/or filing of both parts of this form, either separately or together.

1. ACTION TAKEN: <input type="checkbox"/> HIRED OR RETAINED <input type="checkbox"/> NON-SELECTED FOR APPOINTMENT, OR ELIGIBILITY OBJECTED TO. <input type="checkbox"/> ACTION TAKEN TO SEPARATE		
2. AGENCY PERSONNEL OFFICER'S NAME (<i>Type or print</i>)	3. SIGNATURE	4. DATE

Part F. HANDICAP CODE (*to be completed only in pre-appointment cases*)

If the person examined has or had a handicap listed below, circle the code number which pertains to that handicap. If more than one handicap applies, circle the one considered most limiting. If none of the handicap codes apply, circle code "00".		
00 No handicap of the type listed	40 Hearing aid required	52 Diabetes-controlled
10 Amputations-one major extremity	41 No usable hearing	53 Epilepsy-adequately controlled
11 Amputation-two or more major extremities	42 No usable hearing, with speech malfunction	54 History of emotional behavioral problems requiring special placement effort
20 Deformity or impaired function-upper extremity	43 Normal hearing, with speech malfunction	55 Mentally retarded
21 Deformity or impaired function-lower extremity or back	50 Tuberculosis-inactive pulmonary	56 Mentally restored
30 Vision-one eye only	51 Organic heart disease (<i>compensated</i>)-Valvular, arrhythmia, arteriosclerosis, healed coronary lesions	
31 No usable vision		
1. EXAMINING PHYSICIAN'S NAME (<i>type or print</i>)	3. SIGNATURE OF EXAMINING PHYSICIAN _____ <i>(signature)</i> _____ <i>(date)</i>	
2. ADDRESS (including ZIP Code)	IMPORTANT: After signing, return the entire form intact in the pre-addressed "Confidential-Medical" envelope which the person you examined gave you.	

EXHIBIT 6B

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 THIS SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT.

**EXHIBIT 6C
Georgia**

SECURITY SUITABILITY REQUIREMENTS

Facility Clearance	Required	Not Req'd
Top Secret		X
Final Secret		X
DHS Suitability	X	

Personnel Clearance	Post Requirements (or "None")
Top Secret	
Final Secret	
DOE "Q"	
DOE "L"	
NRC "Q"	
NRC "L"	
DHS Suitability ¹	145

NOTE: FACILITIES/GUARD POSTS MAY VARY IN SUITABILITY AND CLEARANCE REQUIREMENTS; THEREFORE, REFER TO ALL FACILITIES/GUARD POSTS LISTED IN EXHIBIT 1 FOR DEFINED/SPECIFIED CLEARANCE VARIATIONS.

¹ All security guard posts on this contract have been classified as Public Trust Positions and FPS has designated them as Moderate Risk Level positions per guidance provided by OPM. All security guards will be required to undergo a Minimum Background Investigation (MBI).

EXHIBIT 7

CONDUCT ON FEDERAL PROPERTY



Rules and Regulations Governing Conduct on Federal Property

December, 2002

Federal Management Regulation Title 41, Code of Federal Regulations, Part 102-74, Subpart C

Applicability (41 CFR 102-74.385). The rules in this subpart apply to all property under the authority of the U.S. General Services Administration 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 part 102-74 at each public entrance to each Federal facility.

Inspection (41 CFR 102-74.370). 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 (41 CFR 102-74.375). Federal agencies must:

- (a) 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 ensure 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 Sec. 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.
- (c) Ensure, when property or a portion thereof is closed to the public, that admission to the property, or the affected portion, is restricted 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 (41 CFR 102-74.380). 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;
- (e) Throwing articles of any kind from or at a building or the climbing upon statues, fountains or any part of the building.

Conformity with Signs and Directions (41 CFR 102-74.385). Persons in and on property must at all times com-

ply with official signs of a prohibitory, regulatory or directory nature and with the lawful direction of Federal police officers and other authorized individuals.

Disturbances (41 CFR 102-74.390). All persons entering in or on Federal property are prohibited from loitering, exhibiting disorderly conduct or exhibiting other conduct on property which:

- (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 (41 CFR 102-74.395). 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:

- (a) Participating in games for money or other personal property;
- (b) Operating gambling devices;
- (c) Conducting a lottery or pool; or
- (d) Selling or purchasing of numbers tickets.

Narcotics and Other Drugs (41 CFR 102-74.400). 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 (41 CFR 102-74.405). 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 (41 CFR 102-74.410). All persons entering in or on Federal property are prohibited from soliciting 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 (Public Law 95-454); and
- (d) Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under the Public Buildings Cooperative Use Act of 1976 (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.

Posting and Distributing Materials (41 CFR 102-74.415). All persons entering in or on Federal property are prohibited from:

- (a) Distributing free samples of tobacco products in or around Federal buildings, under Public Law 104-52, Section 636.
- (b) Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in Sec. 102-74.410, or when these displays are conducted as part of authorized Government activities.
- (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 Sec. 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 (41 CFR 102-74.420). Except where security regulations 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 (41 CFR 102-74.425). Except seeing eye dogs, other guide dogs, and animals used or being trained to guide or assist handicapped persons, per-

sons may not bring dogs or other animals on Federal property for other than official purposes.

Vehicular and Pedestrian Traffic (41 CFR 102-74.430). 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 (41 CFR 102-74.435). 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 (41 CFR 102-74.440). 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 Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

Nondiscrimination (41 CFR 102-74.445). Federal agencies must not discriminate by segregation or otherwise against any person or persons because of race, creed, sex, color, 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 (41 CFR 102-74.450). A person found guilty of violating any rule or regulation in subpart C of this part while on any property under the charge and control of the U.S. General Services Administration 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 (41 CFR 102-74.455). 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.

WARNING WEAPONS PROHIBITED

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 Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

Exhibit 8

Contractor's Certification of Contract Employee Eligibility Requirements

Contract Employee's Name: _____ SSN: - -

I hereby certify that the above-named employee has fulfilled all the requirements stated below, and that the following documents are all current, valid, and properly filed in the employee's personnel file:

<u>SUBJECT</u>	<u>DATE COMPLETED/FILED</u>
RESUME/TRANSCRIPTS/DIPLOMA	_____
SF 78 – CERTIFICATE OF MEDICAL EXAMINATION	_____
PRE-EMPLOYMENT DRUG SCREENING	_____
LAUTENBERG CERTIFICATION FORM	_____
STATE/LOCAL FIREARMS LICENSE	_____
BASIC TRAINING COMPLETION CERTIFICATE	_____
PASSING SCORE ON WRITTEN EXAMINATION	_____
FIREARMS TRAINING CERTIFICATE	_____
FIREARMS QUALIFICATION CERTIFICATE	_____
GOVERNMENT PROVIDED TRAINING CERTIFICATE	_____
RE-CERTIFICATION TRAINING CERTIFICATE	_____
EXPANDABLE BATON TRAINING CERTIFICATE	_____
MAGNETOMETER/X-RAY TRAINING CERTIFICATE	_____
REFRESHER TRAINING	_____
FIRST AID TRAINING CERTIFICATE	_____
CPR/AED TRAINING CERTIFICATE	_____

CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE
ELIGIBILITY REQUIREMENTS

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED
CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS
CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS
FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE
AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR
IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION
YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.
AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND
UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE
SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE
AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY
AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT
AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED
INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED
EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE,
AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN
GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

This certification shall be completed and submitted to the COTR with the Contract employee's suitability documentation (SF 176 and Fingerprint Cards) prior to the employee's initial performance under the Order and every two (2) years thereafter, concurrent with the employee's suitability adjudication renewal application. A copy of this certification shall also be placed in the Contract employee's personnel file and shall be updated to reflect certification renewals as they occur.

Amendment No. 0007

Exhibit 9

Wage Determinations for the State of Georgia, RFQ No. HSCEGI-07-Q-00003

The minimum wage rates and fringe benefits applicable to the Base Year are outlined in the following applicable U.S. Department of Labor Wage Determination Nos., which are attached hereto and incorporated into the BPA:

1. Wage Determination No. 2004-0409, Rev. No. 6, 10/11/2007:

a. (Collective Bargaining Agreement between Alpha Protective Services, Incorporated and The International Union Security, Police and Fire Professionals of America (SPFPA) and its Amalgamated local Union No. 571 effective October 1, 2007 through September 30, 2010.

b. Collective Bargaining Agreement between Alpha Protective Services, Incorporated and Industrial, Technical and Professional Employees Union, AFL-CIO, effective September 1, 2007 through August 31, 2010.

2. Wage Determination No. 2005-0314, Rev. No. 3, 8/31/2007 (Collective Bargaining between Coastal International Security, Incorporated and The International Union Security, police and Fire Professionals of America and its amalgamated Local Union No. 571, effective August 16, 2007 through September 30, 2010 and amended on August 16, 2007.

3. For any locations not covered by the above listed CBAs, the following attached Wage Determinations are applicable:

2005-2115, Rev. 4, 5/29/2007

2005-2131, Rev 4, 5/29/2007

2005-2133, Rev 3, 10/4/2007

2005-2135, Rev 2, 7/30/2007

2005-2137, Rev 4, 5/29/2007

2005-2139, Rev 3, 5/29/2007

2005-2141, Rev 5, 5/29/2007

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT

EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor

WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

Wage Determination No.: 2004-0409

William W. Gross

Division of

Revision No.: 6

Director

Wage Determinations

Date of Last Revision: 10/11/2007

State: Georgia

Area: Georgia Counties of Chatham, Fulton

Employed on U.S. Department of Homeland Security contract for Guard Services at the above locality:

Collective Bargaining Agreement between Alpha Protective Services, Inc. and The International Union Security, Police and Fire Professionals of America (SPFPA) and its Amalgamated Local Union No. 571 effective October 1, 2007 through September 30, 2010.

Collective Bargaining Agreement between Alpha Protective Services, Inc. and Industrial, Technical and Professional Employees Union, AFL-CIO, effective September 1, 2007 through August 31, 2010.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ALPHA PROTECTIVE SERVICES, INC.

AND

**THE INTERNATIONAL UNION
SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA (SPFPA)**

AND IT'S AMALGAMATED

LOCAL UNION NO. 571

Effective October 1, 2007
Through and including September 30, 2010

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THE EMPLOYER/SPFPA
COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement is entered into this 1st day of October, 2007 between Alpha Protective Services, Inc., its successors and/or assigns, hereinafter referred to as the "Company", and the International Union, Security, Police and Fire Professionals of America (SPFPA) and its Amalgamated Local 571 hereinafter referred to as the "Union". This Collective Bargaining Agreement covers the facilities and locations set forth in Exhibit A, attached hereto.

Article 1: Purpose

- 1.1 The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the employer and the Union, to provide for the peaceful adjustment of any differences which may arise between them and to set forth the basic agreement between the parties covering rates of pay, wages, benefits, hours of work and other conditions of employment.
- 1.2 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 the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Article 2: Recognition

- 2.1 The Company recognizes the Union as the exclusive representative of all full-time and regular part-time security officers for the purpose of collective bargaining in respect to rates of pay, wages, benefits, hours of employment and other conditions of employment in the bargaining unit, for which the Union is currently certified by the National Labor Relations Board Case Number 10-RC-15420 or is voluntarily recognized by the employer as the exclusive representative of the employees in the bargaining unit.
- 2.2 For purpose of this Agreement the term "officer" shall include and be limited to only those individuals for whom the Union has been certified by the NLRB or is voluntarily recognized by the employer in the State of Georgia pursuant to its contract with the United States Government, Department of Homeland Security, excluding all other employees, office clerical employees, professional employees and supervisors as defined in the Act. The term "officer" shall include any member of the unit who works ten (10) or more hours per month at any represented facility, as listed in Exhibit A. Except as otherwise authorized by this Agreement, the employer personnel not represented by the Union shall not perform work traditionally performed by the bargaining unit if such assignment would result in the failure to replace departed unit officers, layoff of an officer or reduction in the regular, straight time work opportunity of a full-time bargaining unit officer in any work week.

Article 3: Management Rights

- 3.1 Management of the business and direction of the security officers are exclusively the right of management. These rights include the right to:
- (a) Hire;
 - (b) Determine the number, location, and types of guard posts;
 - (c) Direct the working forces and manage the business;
 - (d) Assign work;
 - (e) Discontinue temporarily or permanently any positions; discharge, discipline or suspend for just cause; .
 - (f) Maintain order and efficiency of operations;
 - (g) Determine the number of shifts and the starting and quitting times of each shift;
 - (h) Require officers to observe reasonable Company rules and regulations as they are presently in effect or which may be changed or modified from time to time;
 - (i) Decide on the supplies or equipment to be used;
 - (j) Determine the size of the workforce, including the number of officers assigned to any particular shift;
 - (k) Determine when overtime shall be worked;
 - (l) To appropriately satisfy the requirements and/or requests of the government in the most effective and efficient manner.
- 3.2 The above rights of management are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to management. Any of the rights, power or authority the employer had prior to the signing of this Agreement are retained by the employer except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made. The employer's failure to exercise any function reserved to it shall not be deemed a waiver of any such right.
- 3.3 ***Work Conduct Rules:*** The Company shall have the right to adopt, and from time to time change reasonable work conduct rules (Standard Operating Procedures) which shall become effective when posted. However, the Company agrees to furnish to the Union a copy of any such rules, or rule changes, at least fourteen (14) days prior to the effective date. Any comments furnished by the Union during this period may be considered by the Company. If the Union wishes to challenge the reasonableness of any new or revised

rule(s), then it must do so within the time period set forth in Article 6 of this Agreement following the posting of such rule(s).

Article 4: Discrimination

- 4.1 It is the policy of the employer and the SPFPA that the provisions of this Agreement be applied to all officers covered by this Agreement without regard to race, color, religion, age, gender, national origin or disability, sexual orientation or any characteristic protected by law.
- 4.2 Wherever in this Agreement a masculine pronoun or the singular or plural form of “man” is used, it is understood that such references are meant to have equal application to all officers covered by this Agreement, male or female.
- 4.3 This Agreement shall not be a barrier to the employer offering a reasonable accommodation to any qualified officer or applicant with a disability provided that, in the event the employer extends such accommodation in any manner that conflicts with the terms of this Agreement, the Union shall be provided advance notice and be given the opportunity to explore other alternative accommodations prior to implementation.

Article 5: Union Representatives

- 5.1 The Union agrees that neither the Union nor any of its members will intimidate or coerce officers in their right to join a labor organization or refrain from such activity. .
- 5.2 Except as otherwise provided, Union business shall not be conducted during working time or in working areas except with approval of the contract manager, or his designate.
- 5.3 For the purpose of adjusting complaints in accordance with Article 6, Grievances, the Union shall be entitled to be represented by one (1) shift steward and (1) alternate shift steward on each shift. The Local Union may also designate a chief steward who may substitute for the shift steward at any step. The alternate shall function only when the shift steward is absent from the site, or when the alternate is representing the shift steward. No probationary officer may serve as a shift steward, chief steward or alternate. The Union is responsible for notifying the employer in writing as to the individuals officially designated to act as shift stewards or chief stewards. An officer shall not be permitted to engage in shift steward or chief steward duties until such notification is received. No officer shall serve as shift steward, chief steward or alternate while on lay off or while on leave of absence other than Union leave of absence.
- 5.4 A shift steward, in addition to performing regular security duties, shall be permitted during working hours to investigate and assist in the settlement and presentation of complaints and grievances in accordance with the grievance and arbitration procedures of this Agreement. The time will be devoted solely to the prompt handling of legitimate complaints and grievances and will not be abused. The shift steward will continue to work at their assigned duties at all times except when permitted by their site supervisor to leave their work after appropriate arrangements are made to cover the shift steward's

security responsibilities.

- 5.5 Any shift steward having an individual grievance in connection with his own work may ask for the alternate or the chief steward to represent him in accordance with the provisions of this Article 5.
- 5.6 The shift steward, chief steward or Local President shall notify supervision whenever they enter, or remain in, the work area for the purpose of handling an individual grievance or complaint at any time.
- 5.7 The affected officer may request the presence of a shift steward at any disciplinary action. If requested, the employer will contact the Union representative. If no representative is reasonably available within thirty (30) minutes, the officer will be provided a witness. Management shall suspend further discussion with such officer until arrangements can be made for Union representative or witness participation.

Article 6: Grievances

- 6.1 In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the employer and the Union agree that in the event a dispute arises between the employer and an officer or between the employer and the Union regarding the interpretation or application of any provision of this Agreement, it will be settled by the following procedures.
- 6.2 Officers will approach their immediate supervisor directly to attempt to resolve complaints informally without invocation of the formal grievance process. Any officer may elect to consult with his shift steward regarding a specific complaint and the supervisor will make arrangements for such consultation without undue delay, provided that Company operations are not unduly hampered. Officers may also request that the shift steward handle a specific complaint with the immediate supervisor. In such cases, the supervisor will make prompt arrangements to confer with the shift steward and the officer. If an officer or shift steward fails to invoke this informal step within five (5) days of the employee's knowledge then it is agreed by both parties no further action can be taken.
- 6.3 ***Disciplinary Notices:*** Copies of all disciplinary notices shall be provided to the officer and one copy to the Local President. Any copies to the Local President will be mailed (via regular mail or email). Copies of such notices shall be maintained in an officer file kept on site and after a period of twelve (12) months following the date of issuance shall not serve as the basis for disciplinary action. Any officer who has filed a grievance protesting disciplinary action shall be entitled to review his disciplinary file and to receive copies of any current disciplinary notices.

- (a) All disciplinary action must take place within seven (7) days after an officer is put on formal written notice or it is void, unless there is a legitimate business reason for the delay. The time frame may be extended by mutual agreement. Whenever it is alleged that an employee has violated any rule, regulation, or policy; that employee shall be notified in writing as soon as possible with the employee being informed of the rule, regulation, or policy violated. The employee shall have the right to representation in these discussions concerning actual or pending disciplinary action.

6.4 **Step 1:** If the complaint cannot be resolved informally, it shall be reduced to writing on the prescribed grievance form, dated, and signed by the shift steward and the aggrieved party. The written grievance shall summarize the pertinent facts and specify the contractual provisions allegedly violated and the relief requested; Grievances must be presented to the employer's designated site representative within five (5) days. A meeting shall be arranged within five (5) days of the employer's receipt of the written grievance. The shift steward or the chief steward and the site supervisor shall attend the meeting. The employer shall give a written response to the grievance within five (5) days after the Step One meeting. If the matter is not resolved at Step One, it may be referred in writing to Step Two by serving a notice of appeal (to the appropriate employer representative

Step 2: A meeting shall take place within ten (10) days after receipt of the Notice of Appeal from the Step One response. The meeting shall be attended by the appropriate chief steward and/or the local President, his designee (and the appropriate employer representative.) The employer shall give an answer to the grievance within five (5) days after the Step Two hearing.

Step 3: Should the grievance remain unresolved, it shall be referred, within seven (7) calendar days of receipt of the employer's response (to the appropriate employer representative), who shall arrange a meeting with the designated Local and International Union representatives at the earliest convenient date and location. The parties will make every reasonable effort to schedule such meeting within fourteen (14) calendar days. The (employer representative) shall reply within seven (7) days after the Step 3 meeting.

Step 4: Should the grievance remain unsettled after the Step 3 meetings or should a meeting not be held within fourteen (14) calendar days, the Local President or International Representative may refer the grievance to arbitration by serving a written demand for arbitration on the (appropriate employer representative.) The demand must be mailed within fourteen (14) calendar days after the Step 3 response or twenty-eight (28) calendar days after referral of the matter to Step 3, whichever is later.

6.5 The parties agree that any grievance shall be considered withdrawn if not filed and processed by the Union in strict accordance with the time limitations set forth above. Failure of the employer to act within the time limit set forth in any step shall entitle the Union to proceed to the next step of the grievance procedure. Any time limit may be extended by mutual written agreement between the employer and the Union. For purposes of this Article, "days" unless otherwise specified shall mean the administrative days of Monday through Friday during regular first shift hours, excluding holidays.

- 6.6 Any grievance involving a discharge, layoff or other action which may accumulate back pay liability, or any grievance filed by the Union in its representative capacity on behalf of a group of officers will proceed directly to the Step Three meeting within seven (7) days after a written grievance is submitted to the employer.
- 6.7 Upon completion of the third step grievance meeting where the Union and the employer agree to terms of financial settlement and upon receipt by the employer of the Unions sign off on the grievance, whether by fax or as an original, the employer agrees to issue payment to the grievant within thirty days of receipt of the Union's sign off.

Article 7: Arbitration Procedure

- 7.1 The parties hereto shall choose an arbitrator by mutual agreement within fifteen (15) calendar days from the date of the employer's receipt of the Union's written appeal to arbitration. If the parties are unable to agree, then either party may file for a list of arbitrators with the Federal Mediation and Conciliation Service (FMCS). A panel of seven (7) proposed arbitrators shall be requested. Either party may reject one panel in its entirety.
- 7.2 The arbitrator shall have no power to add to or subtract from, or modify any of the terms of this Agreement or to rule on any matter except while this Agreement is in full force and effect. The arbitrator's decision shall be based exclusively on evidence presented at the arbitration hearing. The arbitrator's decision shall demonstrate that he has thoroughly considered the arguments advanced by each party and cite the provisions of the Agreement serving as the basis for the decision.
- 7.3 The arbitrator shall have no power to establish or change wage rates or wage scales or benefits.
- 7.4 The decision of the arbitrator shall be issued as promptly as possible. His decision shall be final and binding upon the employer, the Union, and the grievant ..
- 7.5 The compensation of the arbitrator and his expenses incidental to the arbitration shall be borne equally by the parties. Each party shall bear the expense of preparing its case and shall make arrangements for and pay the expenses of witnesses called by them.
- 7.6 All awards of back wages shall not commence any sooner than the date the incident actually happened, unless the circumstances of the case are such that the grieving party was unaware of the existence of the claim prior to that time. Back wages shall be limited to the amount of wages the officer would otherwise have earned from employment with the employer less any unemployment compensation, intervening earnings or other off-sets deemed appropriate by the arbitrator.
- 7.7 Unless the parties agree in writing to the contrary, an arbitrator may hear only one (1) grievance in any one (I) proceeding.

- 7.8 The parties may mutually agree to explore non-binding mediation as an alternative prior to arbitration.
- 7.9 The parties further agree to establish a standing panel of at least five (5) arbitrators, geographically listed, that either party may remove at any time.

Article 8: Leaves of Absence, Jury Duty and Bereavement Leave

- 8.1 **Medical Leave:** The employer will grant medical leave of absence to regular officers who are unable to work due to physical disability resulting from illness or injury, provided such disability is confirmed by a duly licensed physician specifically describing the reasons for the officer's disability to work during such period. Medical leaves shall be for an initial term of up to four (4) weeks and may be extended for a serious health condition for a period of up to twelve (12) weeks in any twelve (12) month period. During any medical leave, officers will be required to periodically notify the project manager, or designee, of their medical status.
- 8.2 **Extended Medical Leave:** Officers whose medical condition necessitates a leave greater than twelve (12) weeks shall be eligible for extended medical leave of up to 52 weeks. Application for extended medical leave must be supported by a detailed doctor's certificate. Supplemental medical certificates may be required every four weeks thereafter. Any time an officer requests a medical leave, the employer reserves the right to require an examination by a physician of the employer's choosing, at the employer's expense, as a condition of leave. If the two physicians do not agree on the need for leave, an Independent Medical Officer (INO) selected by the two physicians shall examine the officer. The IMO's opinion shall be final and his fees shall be divided equally between the employer and the Union. Medical and life insurance coverage for officers on extended medical leave may be continued at officer expense and must provide at least notice of intent to return from medical leave. Two weeks notice shall be provided by an officer returning from Extended Medical Leave. Upon return from an extended Medical Leave of absence, an officer may return to the next available assignment.
- 8.3 **Family Medical Leave:** The employer and the Union acknowledge that the provisions of the Family Medical Leave Act of 1993 apply to the officers working under this Agreement. The employer will comply with the provisions of the Family and Medical Leave Act (FMLA). Officers may be entitled to a leave of absence based upon meeting certain eligibility requirements and with proper submission of documented evidence of specific circumstances. Officers should contact their Contract Manager, or Human Resources for further information. The employer and the Union commit to meet to resolve potential conflicts between the Family Medical Leave Act and this Agreement. FMLA shall run concurrently with other qualified leaves of absence.
- 8.4 During any leave, the officer is responsible for maintaining licensing, certification and/or proficiency requirements. Satisfactory proof shall be presented prior to returning to work. Upon returning from leave, a medical certificate must be presented if the leave was for medical purposes. Failure to maintain licensing and qualifications may result in

removal from the government contract during any leave of absence.

- 8.5 **Union Leave:** An employee who becomes a duly elected or appointed Union official shall be granted a leave of absence, without pay, for the duration required to perform the duties of the position to which he/she was elected or appointed. The request for leave must be provided as soon as possible.
- 8.6 All leaves with the exception of funeral leave and jury leave shall be without pay. Any unused vacation the employee is eligible for may be requested while on a leave of absence.
- 8.7 The parties agree that acceptance of other employment during a leave of absence, without the express consent of management; will be regarded as a voluntary resignation.
- 8.8 **Jury Duty;** Officers serving jury duty on a scheduled work day will be provided an excused leave of absence for jury services and shall receive the difference between the pay received for jury service and the hourly rate for such workday for no more than thirty (30) days of jury service in any calendar year. Officers must provide proof of jury service for processing of wage maintenance. The employer shall not interfere with an officer's appointment to jury duty and officers serving jury duty shall be entitled to retain all earnings provided for jury service.
- 8.9 (a) If requested, officers will not be required/scheduled to work the midnight shifts the evening before their jury duty begins.
- (b) Officers will be required to provide copies of their jury duty notification by the first shift following receipt of their notice of obligation in order to be eligible for pay and/or to be removed from the schedule.
- 8.10 **Bereavement Leave:** Officers will be granted bereavement leave for a maximum of three (3) days if work time is lost to attend the funeral of a member of the immediate family. The bereavement leave can extend up to one day following the day of the funeral but in no event shall exceed three (3) days. The officer will be paid his straight time hourly earnings for the scheduled work days missed. The term "immediate family" shall mean grandmother, grandfather, mother, father, stepparents, mother- and father-in-law, spouse, son, daughter, stepchildren, sister, and brother. Time paid for such leave shall not be counted as a casual absence or as time worked. Satisfactory proof of the death and funeral shall be presented upon request for the officer to receive bereavement pay.
- 8.11 Depending on the length of any Leave of Absence, an employee may be required to turn in company provided equipment and uniforms.

Article 9: Wages

- 9.1 Effective October 1, 2007, the minimum hourly wage rate for an officer shall be seventeen dollars and twenty-five cents (\$17.25) per hour.

- 9.2 Either party shall have the right to reopen this agreement solely for the purpose of negotiating the wage rate to be effective October 1, 2008, and/or October 1, 2009. Except as provided for in Article 15, all other terms and conditions set forth in this agreement shall remain the same.
- 9.3 Pursuant to Section 9.2, the contract may be open no sooner than ninety (90) days prior to October 1, 2008, or October 1, 2009. Upon written notification of the desire to reopen the contract, the parties shall meet as soon as possible at a mutually acceptable time and place.

Article 10: Hours of Work and Overtime

- 10.1 The normal work week shall consist of forty (40) hours commencing each Monday at 12:01 am. This does not constitute a guarantee of work hours. The parties agree that unanticipated vacancies (e.g. call-outs, illness, etc.) should be used, when possible and consistent with other scheduling requirements, as a means to maximize regular hours for full-time employees.
- 10.2 All work performed in excess of forty (40) hours in any work week shall be considered overtime and shall be paid at the rate of time and one-half the officer's straight time earnings.
- 10.3 Officers reporting to work as scheduled without having been notified that there would be no work, shall receive a minimum of four (4) hours work or pay at the rate they would have received had they worked. The employer shall have the right to require the officer to work for this payment. This section shall not apply where work is not available because of acts of God, Catastrophe, or other conditions beyond the control of the employer.
- 10.4 Officers called back to work after completion of their regular shift will be guaranteed four (4) hours work or four (4) hours pay provided, however, that any officer who voluntarily leaves with management's approval prior to the completion of the four (4) hours work will only receive pay for the actual time worked. This section shall not apply where work is not available because of acts of God, or other conditions beyond the control of the employer.
- 10.5 Officers will not be given time off to prevent the payment of overtime, except by mutual agreement. Officers requested to come to work early, prior to their scheduled starting times, will be permitted to complete their regular scheduled shift.

Article 11: Overtime, Overtime Equalization & Scheduling of Additional Hours

- 11.1 *Offering of Overtime:* All overtime will be scheduled as soon as possible provided that the employer has such notice. Notice for weekend overtime will be provided by completion of the first shift on Thursday provided the employer has such notice unless the employer is specifically directed by the government or in situations dictated by availability of personnel and amount of notice given for providing overtime.

- (a) Officers will be provided with a minimum of eight (8) hours between assigned shifts.
- (b) In the event that more than one officer has the same number of overtime hours, the officer with the highest unit seniority will be asked first and forced last on a rotating schedule.
- (c) Officers accepting or required to work overtime will assume the duties of each officer being replaced provided they can perform the available work. Officers, with Management's approval, may exchange duty assignments.
- (d) Officers offered overtime shall be charged the hours whether or not they worked the hours.
- (e) On the shift immediately prior to vacation leave, officers scheduled for vacation will be the last forced to work overtime unless the officer agrees to stay over.

Article 12: Post Vacancies

- 12.1 (a) Any permanent post vacancies shall be posted for open bidding for five (5) working days. The most senior qualified employee will be awarded the opening.
- (b) Any officer who desires a change in shift due to hardship circumstances must obtain a mutually acceptable shift trade with another officer in his/her unit. The proposed shift change must be put in writing, submitted to the supervisor for his/her approval and shall not exceed a period of thirty (30) days. A change in shift must be approved by the Union President and then management prior to its effective date. Approval for a continuation of the change in shift beyond thirty (30) days will necessitate a repeat of the above process. Examples of hardship circumstances are caring for a sick child or family member and temporary child care issues.

Article 13: Vacation

- 13.1 Full-time employees shall be entitled to an annual vacation based on their continuous years of service with the Company and/or predecessor companies (based on the employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule.
- 13.2

Upon completion of one (1) year of service:	80 hours
Upon completion of eight (8) years of service:	120 hours
Upon completion of fifteen (15) years of service:	160 hours

Article 14: Holidays

- 14.1 Employees will be paid eight (8) straight-time hours pay for the following holidays not worked.

- 14.2 New Years Day, Martin Luther King Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any day designated by the President of the United States or by an Act of Congress as a permanent national holiday or providing the designated day off received prior approval for reimbursement as granted by the government.
- 14.3 A full-time employee who works on the holiday will receive one and one-half times his regular rate of pay for all time worked on the holiday plus the holiday pay provided in section 14.1 above.
- 14.4 An extra day will be added to the employee's paid vacation if a holiday covered by this article falls within the vacation period.
- 14.5 In order to be eligible for holiday pay as provided in this article, an employee must have worked his last scheduled workday prior to, and his next scheduled workday after, such holiday unless his absence was for paid time off or excused by the Company.

Article 15: Health and Welfare

- 15.1 For the life of this Agreement, the employer will make health and welfare payments to employees on all hours worked, including paid time off up to eight (8) hours per day, or forty (40) hours per week and up to a total of 2080 hours per year.
- 15.2 The Company will send all H&W/Pension and payroll deduction monies for each member to the union designated TPA the week following each paycheck. Included will be the payroll ledger indicating hours credited for each member. At the request of the union or its benefit consultant, Humanomics Insurance Services, Inc., all employee benefits related information regarding the bargaining unit such as, but not limited to, employee census and claims experience will be provided no later than seven (7) business days from the date of request.
- 15.3 Effective October 1, 2007, the Employer contribution shall be \$3.25 per hour.
- 15.4 Either party shall have the right to reopen this agreement solely for the purpose of negotiating the benefit rate to be effective October 1, 2008 and/or October 1, 2009. Except as provided for in Article 9, all other terms and conditions set forth in this agreement shall remain the same.
- 15.5 Pursuant to Section 9.2, the contract may be open no sooner than ninety (90) days prior to October 1, 2008, or October 1, 2009. Upon written notification of the desire to reopen the contract, the parties shall meet as soon as possible at a mutually acceptable time and place.

Article 16: Uniforms and Equipment

- 16.1 The employer will determine all items of uniform and equipment, and will furnish all items of uniform and equipment. All officers will be provided a total of three (3)

complete sets of uniforms that fit. Replacement of uniform clothing will be on an as needed basis. An officer will be required to return worn items of clothing prior to the issuance of a replacement. The cost of the replacement of uniforms and equipment shall be borne by the officer if the uniform or equipment is lost, misplaced or stolen or if the damage or wear is the result of the officer's negligent or intentional conduct.

- 16.2 The employer will provide radios according to the government requirements and will make sanitary swipes available as part of the radio issue procedure
- 16.3 The employer agrees to properly maintain the entire employer owned, leased and/or rented equipment. No officer will be directed to operate known unsafe equipment.
- 16.4 The Company will pay each employee six dollars and seventy cents (\$6.70) for uniform cleaning every two (2) weeks.

Article 17: No Strike Clause

- 17.1 The Union recognizes that it is the responsibility of the officers to guard and protect the premises, material, facilities and property of the employer and its customers at all times and under all circumstances. The Union agrees that its members will faithfully discharge this responsibility and during the life of this Agreement or any renewal or extension thereof; that it will not cause, or permit its members to cause, nor will any member of the Union take part in any strike, sit-down, stoppage of work or other interference with or refusal to perform their duties regularly assigned to them. The Union further agrees in the event of any controversy between the employer and/or any other group, organization or its members resulting or threatening to result in any strike, stoppage of work, or other interference with production, that its members will continue to report for duty, remain at their posts, and in the regular manner discharge the duties assigned to them. The employer reserves the right to discipline or discharge any officer who engages in a violation of this section.
- 17.2 During the life of this Agreement, the employer will not lock out any officers covered hereunder.

Article 18: Seniority

- 18.1 ***Definition of Seniority:*** Seniority is defined as the period of continuous service with the employer since the last day of hire. Seniority within the Security Unit begins with the first day of work or transfer into the unit. The principles of seniority shall be observed in layoffs and recalls.
- 18.2 ***Dispute on Seniority Subject to Grievance Procedure:*** Any dispute on the application of the seniority principle shall be subject to the grievance procedure.
- 18.3 ***Termination of Seniority:*** Seniority and the employment relationship shall terminate when an employee:
 - (a) Resigns; .

- (b) Is discharged for just cause;
- (c) Is absent for one (1) consecutive unexcused (no call, no show) work day, unless the failure to report/call is legitimately unavoidable;
- (d) Failure to report at the end of a leave of absence.

18.4 **Probationary:** All new full-time employees shall be considered probationary employees for a period of ninety (90) calendar days. The Company reserves the right to terminate their employment for any reason until they have completed such probationary period.

18.5 **Promotion to Managerial Position:** Any employee promoted to a managerial position shall retain and accumulate seniority for a period not to exceed ninety (90) days from the date of accepting such position.

18.6 **Transfer Outside Security Unit:** Security Unit seniority shall terminate when employee transfers outside of the Security Unit.

18.7 **Employee Seniority List:** The Company will provide to the Union, on a quarterly basis, an employee seniority listing (name and seniority date) for bargaining unit employees. The Union shall identify and present any errors to a designated Company representative. The Company will make any appropriate corrections requested by the Union within a reasonable period of time. Each bargaining unit employee is individually responsible for verifying the accuracy of his/her seniority date. The Company and the Union agrees that each shall be held harmless from an employee's failure to identify errors on a timely basis.

18.8 **Layoff Procedures:** When it becomes necessary for a reduction of the work force in any unit, lay-offs will occur in the following sequence:

- (a) Probationary officers will be the first to be laid off.
- (b) If additional reduction is necessary, part-time officers will be laid off based on lowest seniority date.
- (c) If an additional reduction is necessary, full-time officers will be laid off based on lowest seniority date.

Officers will be given as much notice as possible of layoff.

18.9 **Recall Procedure:** Laid off officers will be recalled in the following sequence in line with their seniority:

- (a) Full-time officers with the highest seniority will be the first to be recalled.
- (b) Part-time officers with the highest seniority will be the first to be recalled after all

full-time seniority officers have been recalled.

- 18.10 Recall rights for all officers shall continue for a period equal to the officer's seniority or twelve (12) months from date of layoff whichever is lesser. Officers who are recalled to an available position must state their intention to accept the job within three (3) days after notice of recall and must report for work within five (5) days after notice of recall or else forfeit recall rights. The five-day report time can be extended by mutual consent. The officer shall be responsible for maintaining a current address with the employer. Recall notice shall be given by telephone, where available, and will be confirmed by registered letter to the last known address.
- 18.11 During any layoff, the officer is responsible for maintaining licensing, certification and/or proficiency requirements. Satisfactory proof shall be presented prior to returning to work
- 18.12 Opportunities for full-time schedules will be offered to part-time officers based on their unit seniority. Should a part-time officer decline an opportunity for full-time status, said officer will not be offered another full-time opportunity until such time as all current less senior part-time officers have been afforded full-time opportunities.
- 18.13 A full-time seniority officer who is unable to work a forty (40) hour work week due to union leave, all military leaves, and medical restrictions such as medical leave or qualifies for leave under state or federal law will continue to accumulate seniority as a full-time officer during such time.

Article 19: Training

- 19.1 Officers will be paid for actual time spent for employer mandated training at the applicable wage rate.
- 19.2 A mileage rate as prescribed by the federal tax reimbursement standards will also be paid the officer for travel to and from the site for employer-required training or qualification if such training is outside a radius of thirty (30) miles of the officer's regular place of work and, if required to spend the night, the officer will also receive reimbursement for meals with properly supporting receipts (must include date and business name as printed by the establishment) of up to \$25.00 per day as long as meals are not already provided.

Article 20: General Provisions

- 20.1 Each officer is responsible for having a correct address and telephone number on file with the employer. All written notices shall be deemed to be properly filed if sent to the officer's last address on file.
- 20.2 Officers are required to report to work clean, well groomed, and with a neat appearance.
- 20.3 ***Union Bulletin Boards:*** A bulletin board will be provided which may be used by the Union for posting notices that are approved by the President of the Local Union or the

chief steward and restricted to:

- (a) Notices of union recreational and social affairs;
- (b) Notices of union elections and nomination sheets for unit officer elections;
- (c) Notices of union appointments and results of union elections;
- (d) Notices of union meetings;
- (e) Notices concerning bona fide union activities such as cooperatives, credit unions, and unemployment compensation information;
- (f) Other notices concerning union affairs that are not political or controversial in nature or adverse to the employer.

In locations where bulletin boards are not allowed, a union bulletin book shall be placed in the desk to be used in the same manner as the bulletin board.

- 20.4 New officers shall be introduced by the shift supervisor to the chief steward or shift steward within the first work week on site, Arrangements shall be made for the Local Union representative to brief the new officers on the Union's representative status and this collective bargaining agreement without interruption of security responsibilities.
- 20.5 Regardless of daylight savings time, officers shall be paid for actual hours worked.
- 20.6 Each officer will be granted relief when necessary as soon as coverage for such officer can be practically arranged.

Article 21: Legality

- 21.1 Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related hereto, the parties may agree upon a replacement for the affected provisions. Such replacement provisions shall become effective immediately upon agreement of the parties without the need for further ratification by the Union membership, and shall remain in effect for the duration of this Agreement
- 21.2 In the event that any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions.

Article 22: Dues Check Off

- 22.1 The employer agrees to deduct initiation fees and Union dues for proportionate share

payments from the wages of officers who voluntarily authorize the employer to do so on a properly executed payroll deduction card in the form attached as Appendix. Such deductions shall be made from the first paycheck of each month or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. Funds deducted shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the first regular payday of the month and the employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and employee number, indicating amounts withheld. The employer will provide to the International quarterly reports which will include officer's name, address, city, state, zip code and current wage rates.

- 22.2 The Union agrees it will promptly furnish to the employer a written schedule of Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.
- 22.3 The Union agrees to indemnify the employer against any loss or claim which may arise as a result of the employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the employer any erroneous or improper overpayment made to it.

Article 23: Report of Physical Examination

- 23.1 A report of physical examination and any laboratory tests made by physicians acting for the employer will be given to the personal physician of officer involved upon the written request of the officer.
- 23.2 Any time required to take such physicals, including travel time to and from the location of the facility will be paid by the employer at the officer's appropriate rate of pay. A mileage rate per federal tax reimbursement standards will also be paid the officer for travel to and from the site for said annual physical examination if such site is outside the vicinity of the officer's regular duty assignment.
- 23.3 Employees may be required to complete a medical review upon return from a leave of absence, an on the job illness, or if there is question regarding their fitness for duty based on the qualifications defined by the government contract, CGIM and/or SOP. Employees are required to notify their supervisor, other member of management or Human Resources if they have a medical condition or are taking medications. These conditions may temporarily or permanently limit their eligibility to perform work under the Government Contract.

Article 24: Duration of Agreement

- 24.1 This Agreement dated October 1, 2007, shall continue in full force and effect without change until September 30, 2010. If either party desires to terminate this Agreement, it shall sixty (60) days prior to September 30, 2010, give written notice of the termination.

If neither party shall give notice to terminate this Agreement as provided above, or to modify this Agreement as hereinafter provided, the Agreement shall continue in effect from year-to-year thereafter subject to termination by either party on sixty (60) days' written notice prior to September 30 of any subsequent year.

24.2 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 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 subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Article 25: Contract Ratification

25.1 This Agreement shall become enforceable beginning on the effective date specified in Article 25 when signed by the Company's representatives and the Union's representatives.

ALPHA PROTECTIVE SERVICES, INC.

**THE INTERNATIONAL UNION
SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA
(SPFPA) AND ITS
AMALGAMATED LOCAL - 517**

By _____

By _____

Title _____

Title _____

Date _____

Date _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____

(SIGNATURES CONTINUED ON NEXT PAGE)

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A

Locations Covered By Collective Bargaining Agreement

GA2271ZZ	Norcross	SSA
GA2181ZZ	Winder	SSA
GA2338ZZ	Gainesville	SSA
GA2137ZZ	Griffin	SSA
GA2331ZZ	Marietta	SSA
GA2153ZZ	Morrow	SSA
GA2157ZZ	Atlanta	SSA
GA2267ZZ	Covington	SSA
GA2243ZZ	Carrollton	SSA
GA2194ZZ	Dalton	SSA
GA2223ZZ	Decatur	SSA
GA2156ZZ	Clairmont	OHA
GA0087AD	Summit	SSA
GA2189ZZ	LaGrange	SSA
GA2240	Kennesaw	Dept. Edu
GA2046ZZ	Smyrna	IRS
GA1009ZZ	Atlanta	FDA
GA2004ZZ	Tulane	IRS
GA2135ZZ	Atlanta	FEMA
GA2052ZZ	Atlanta	FBI
GA0138ZZ	Athens	Fed. Bldg.
GA0008ZZ	Atlanta	Ct. of Apls
GA0007ZZ	Atlanta	MLK
GA1007ZZ	Atlanta	AFC
GA2046ZZ	Marietta	IRS
GA1007ZZ	Atlanta	AFC OHA

If neither party shall give notice to terminate this Agreement as provided above, or to modify this Agreement as hereinafter provided, the Agreement shall continue in effect from year-to-year thereafter subject to termination by either party on sixty (60) days' written notice prior to September 30 of any subsequent year.

24.2 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 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 subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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ALPHA PROTECTIVE SERVICES, INC.

**THE INTERNATIONAL UNION
SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA
(SPFPA) AND IFS
AMALGAMATED LOCAL - 571**

By [Signature]
Title PRESIDENT

By Kennedy F. Beaufort
Title President Local (571)

Date 8/20/07

Date 16 Aug 07

By [Signature]
Title Human Resources Director

By [Signature]
Title Vice-President, Region 10

Date 8/20-07

Date 8-16-07

(SIGNATURES CONTINUED ON NEXT PAGE)

If neither party shall give notice to terminate this Agreement as provided above, or to modify this Agreement as hereinafter provided, the Agreement shall continue in effect from year-to-year thereafter subject to termination by either party on sixty (60) days' written notice prior to September 30 of any subsequent year:

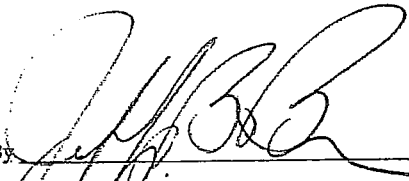
- 24.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements 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 subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Article 25: Contract Ratification


- 25.1 This Agreement shall become enforceable beginning on the effective date specified in Article 25 when signed by the Company's representatives and the Union's representatives.

ALPHA PROTECTIVE SERVICES, INC.

**THE INTERNATIONAL UNION
SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA
(SPFPA) AND ITS
AMALGAMATED LOCAL - 571**

By 
Title PRESIDENT

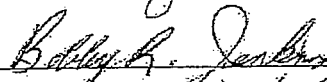
Date 8/20/07

By 
Title Human Resources Director

Date 8/20-07

By Kennedy F. Beaufort
Title President Local (571)

Date 16 Aug 07

By 
Title Vice-President, Region 10

Date 8-16-07

(SIGNATURES CONTINUED ON NEXT PAGE)

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ITPEU, AFL-CIO

AND

ALPHA PROTECTIVE SERVICES, INC.

COVERING THE EMPLOYEES IN THE

FEDERAL BUILDINGS LOCATED IN SAVANNAH, GA

**EFFECTIVE DATES: SEPTEMBER 1, 2007 THROUGH AUGUST 31,
2010**

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PREAMBLE

THIS AGREEMENT is entered into by and between **Alpha Protective Services, Inc.** hereinafter referred to as the "Company", and **Industrial Technical Professional Employees Union (ITPEU, AFL-CIO)**, 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.

ARTICLE I - UNION RECOGNITION

Section A

The Company hereby recognizes the Union as the sole bargaining agent for all of its Security Guard at the Federal Buildings located in Savannah, GA as follows; U.S. Army Corp of Engineers (100 W. Oglethorpe Ave.), Office of Hearing and Appeals (460 Mall Blvd.), Social Security Administration (430 Mall Blvd.) and the U.S. Attorney's Office (100 Bull St.), hereinafter referred to as the Job Sites.

Section B

Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employees as are covered by 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.

Section C

This Section understands that the parties hereto shall not use any leasing or subcontracting device to evade the terms of this Agreement. The Company shall give a copy of this Agreement to the Contracting Officer at every Job Site where this Agreement is applicable.

ARTICLE II - UNION SECURITY AND MEMBERSHIP

Section A

Within a reasonable time after receipt of the Union's written request, the Company will make available to the Union a List of newly hired and terminated Employees covered by this Agreement. Such a list will not be furnished more frequently than quarterly. Such list will show the name, address, and hire or termination date of such employees who were hired or terminated during the period since the last was list was prepared.

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall on or after the thirtieth (30th) day following the effective date of this Agreement or the executive date, whichever comes later, become and remain members in good standing of the Union. It shall be a condition of that all employees of the Company covered by this Agreement and hired on or after the thirtieth (30th) day following the beginning of such employment become and remain in good standing of the Union.

UNION SHOP PROVISION TO TAKE EFFECT IF PROHIBITON LAW INVALIDATED

Section B

The provisions of Article II, Section A, shall be deemed to be of no force and effect in any state whose law governs this contract to the extent to which the making or enforcement of such provisions

is contrary to statutes, constitutional amendment or the law of such state; provided, however, that whenever any such court of last resort having jurisdiction of such questions finds the state law to be invalid or inapplicable, the provisions of Section A above shall immediately thereupon be deemed to cover this bargaining unit or employees directly affected by such declaration of invalidity.

Section C

The Company will deduct from the wages of any employee covered by this Agreement said employee's dues as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions, signed by the employee. Such authorization form shall be provided by the Union. The Company will pay over the proper officer of the Union the wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, Employee numbers, dates hired, and amounts deducted. The total remittances are to be made not later than fifteen (15) days after deduction. The Union shall advise the Company of the amount of initiation fees and dues and the manner in which same shall be deducted. The amount so withheld, less any amounts due to any improper withholding, shall be reported and paid to the Union monthly.

Section D

Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess or thirty (30) days or during period of permanent transfer to a classification not covered by this Agreement. In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

Section E

The Company will make available to the Union a list of newly hired and terminated employees covered by this agreement. Such lists will be prepared quarterly and will show the Name, Employee Number, Address, Job Classification and hire or termination date of such employees who were hired or terminated during the quarter for which the list is prepared.

Section F

The Company shall notify the Union of all job openings within the unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Company will not discriminate against any applicant referred by the Union. Nothing in this contract, however, shall be construed to create an exclusive hiring hall arrangement, and the Company shall at all times be free to advertise and list said job openings from any sources available to the Company, including, but not limited to, employees employed by the Company at other locations of the Company or its franchisees not covered by this Agreement.

Section G

The Company shall be the judge of the qualification, ability and fitness of its employees, but shall give full consideration, without prejudice to the members of the Union, provided that they have the necessary qualifications, abilities and fitness.

Section H

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 dues deduction provisions of this Union Security and Membership Article.

ARTICLE III - EQUAL OPPORTUNITY

Section 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.

Section B

There will be no discrimination against any employee on account of membership in, or activity on behalf of, the Union.

ARTICLE IV - ACCESS TO UNIT

Duly authorized representatives of the Union shall be permitted to investigate the standing of all employees and investigate conditions to see that the agreement is being enforced, provided that no interview shall be held during duty hours, or unreasonably interrupt the duties of the employee. The Union Representative shall notify the Company before he/she shall take action with persons involved. If the Employer is absent, the representative of the Union shall contact the person in charge of the shift 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 V - PROBATIONARY PERIOD

Section A

Every new or rehired employee after a break in seniority under Article VI of this Agreement shall be on probation for the first ninety (90) days of such employment.

Section B

At any time during the 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 have other recourse to the grievance procedure.

Section 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 the grievance procedure with regard to any such return to former classification. A promoted employee shall, during the ninety (90) days of the period and thereafter, have the right to file a grievance and resort to the grievance procedure with regard to all other matters covered by this Agreement.

ARTICLE VI - SENIORITY

Section A

It is agreed that the Company and the Union will meet for the purpose of establishing a seniority list for all employees employed in the unit at the time of the signing of the Agreement. Said seniority list will be based upon official records of the Union, of the Company, its predecessors, and State and Federal Agencies, not later than fifteen (15) days prior to the expiration of the Company's contract covering the Job Sites. The Company shall furnish the Union and the successor contractor a list of 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 said seniority list. In establishing the initial seniority list for employees at the time of the signing of this Agreement, employees transferred to the Job Sites covered by this Agreement shall receive seniority in accordance with their tenure of service with the Company or its franchise as the case may be, regardless of where such service was performed. Other employees transferred to the Job Sites covered by this Agreement by the Company to fill vacancies shall likewise receive seniority in accordance with their tenure with the Company or its franchise, as the case may be, regardless of where such service was performed. Seniority shall for all purposes of this Article be on the basis of job classification.

Section B

In the event that the Company finds it necessary to lay-off employees, unit-wide, for any reason, other than disciplinary, such lay-offs shall be on the basis of seniority, i.e., the employee on duty in the establishment where the layoff occurs having the shorter period of continuous service with the Company shall be laid off before any other employee having a longer period of continuous service. The Company agrees to give preference to such laid off employees in re-employment. Senior employees shall have preference of full-time employment at all times if equal distribution of work is

impossible. Senior employees may, however, exercise their seniority rights by taking a job in a lower classification.

Section C

Employees shall have the right to select by seniority from work schedules posted by the employer. Work schedules are defined as morning, night and evening shifts for which they are qualified. Each employee shall be given his work schedule. Job vacancies will be posted for a period of one (1) week, setting forth the requirements for the position in a conspicuous place in each permanent building. Employees interested shall apply in writing during the posting period. The successful applicant that meets the requirements shall be placed on a 90 day trial period.

Section D

Except as otherwise provided in Section A of this Article, seniority shall be measured from the date of the employee's initial hire at the Job Sites with the or a predecessor employer engaged in providing similar services at the Job Sites, provided there has been no break in seniority under Section E of this Article.

Section 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) is on lay-off for a period exceeding one (1) year;
- (3) is absent from work for one (1) work day 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.

Section 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 VII – DISCIPLINE AND DISCHARGE

No employee shall be discharged without just cause, and/or other disciplinary actions as well as all dismissals will be subject to the grievance procedure and arbitration clause. All reprimands and discharge notices shall be in writing and shall be signed by the Project Manager. Copies of the reprimand or discharge notice shall be given to the employee reprimanded. Three (3) reprimands may result in immediate dismissal. Each reprimand shall be cancelled after one (1) year. When an individual accepts employment with the Company, they are expected to conduct themselves with proper regard for the rights of others and of the Company. Alpha Protective Services, Inc., and employees are expected to be good corporate, as well as private, citizens. The Company has the right to require officers to observe reasonable Company rules and regulations as they are in effect or which may be changed or modified from time to time providing the union shall be notified regarding said changes and have an opportunity to negotiate said changes.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 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.

Section B

All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure:

Step 1: The employee who has a grievance shall discuss it with the Captain either himself or through his steward. If the grievance is not settled in the Step 1 meeting, it may be appealed by the Union Representative to the Project Manager to Step 2 within seven (5) days of the Step 1 meeting. Company grievances shall be processed beginning with Step 2.

Step 2: 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 representative of the party filing the grievance by filing a written appeal to the opposing party within seven (7) days after Step 2.

Step 3: Within seven (7) days after the appeal of the opposing party, the parties (the Company represented by its designated representative and the Union represented by its designated representative) will attempt to settle the grievance. The party being complained against shall render

the party's decision within five (5) days of such meeting. If the grievance is not disposed of to the satisfaction of the complaining party, the grievance may be appealed to arbitration by the party filing the grievance lodging a written appeal with the other party within ten (10) days of receipt of such written decision.

Section 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.

Section 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.

Section E

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.

Section F

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 IX - ARBITRATION

Section A

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 seven (7) 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. Either party shall have the right to reject one panel in its entirety.

Section B

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 thirty (30)

calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.

Section C

The fees of the arbitrator and necessary expenses, including transcript, if desirable, of any arbitration proceeding shall be borne equally by the Company and the Union except that each party shall pay the fees of its own counsel or representative. If an employee witness is called by the Company, the Company will reimburse him for time lost at his regular straight time base rate. If an employee witness is called by the Union, the Union will reimburse such personnel for time lost.

ARTICLE X - MILITARY LEAVE

Section A

Employees shall be entitled to military leave in accordance with the Universal Military Training and Service Act. The company will comply with all requirements of that Act.

Section B

An employee who is a member of a military reserve unit 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.

Section 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 XI - LEAVE OF ABSENCE

Section A

The Company may, at its complete discretion, grant employee leaves of absence for restoration of health, medical, dental or other treatment, maternity leave, or employment by the Union. Any such leave, if granted, shall not prejudice seniority status for purposes of layoffs and recalls. Denial of any leave request is not subject to review under Article IX of this Agreement.

Section B

Except as otherwise provided herein, a leave of absence under this Article will not be considered employment time for seniority purposes. 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/she has nine (9) months seniority and will be required to work three (3) more months in order to have one (1) year of seniority.

Section 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.

Section D

Any employee who engages in gainful employment without permission of the Company while on leave of absence shall be subject to discharge.

Section E

All leaves of absence shall be in writing and for specific designated period of time and an employee may return to work earlier than the specifically designated date for his/her return only with the consent of the Company.

ARTICLE XII - BEREAVEMENT LEAVE

Employees shall be entitled to paid bereavement leave as set forth in Appendix D attached hereto.

ARTICLE XIII - SHOP STEWARDS

Section A

Shop stewards shall be designated by the Union from the group he or she is to represent, and the Union will notify the Company of the duly designated shop steward(s) at the Job Site.

Section B

The shop stewards shall not interfere with the 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.

Section C

Prior to leaving the work area, the shop steward will request permission from the supervisor. The shop steward will not leave the work area during duty hours.

ARTICLE XIV - LAYOFFS AND RECALLS

In the event of a reduction of forces, the Company will give reasonable notice of layoff, under the circumstances, to the employees with the least seniority, and will recall employees in the reverse order, such recall to be by job classification. However, a laid-off employee from a facility other than the one in which the vacancy occurs may reject the offer, if it would require that employee to relocate, without loss of seniority and future right of recall.

ARTICLE XV - WAGES

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

ARTICLE XVI - OVERTIME

Section A

One and one-half (1½) times the hourly rate of pay will be paid for all approved hours worked in excess of (40) hours per week.

Section B

A regular employee who has completed his shift, has left the Company property and is thereafter called for work at any time prior to two (2) hours before his next shift, will be provided with four (4) hours of work or pay therefore at the applicable rate. This section shall not apply where work is not available because of acts of God or Catastrophe.

Section C

When a regular employee works on his scheduled day or days off, he will be entitled to work for a minimum of four (4) hours unless he consents to less time. No employee shall be compelled to accept overtime work, except in cases of emergency or when necessary to comply with governmental directives.

Section D

Overtime work will be distributed among the employees qualified to perform the work necessitating overtime within the appropriate crew or shift as equitably as practicable. Overtime lists will be made available to shop stewards on request. The Company will give as much notice of overtime as practicable.

Section E

No overtime will be worked except by prior direction of the proper supervisory personnel of the Company, except in case of emergency and when prior authority cannot be obtained.

Section F

For overtime purposes, a day is the twenty-four (24) hour period beginning with the starting time of the employee's regular work shift. No employee shall work more than sixteen (16) hours in any given day.

Section G

Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.

ARTICLE XVII - HEALTH AND WELFARE

The Company shall pay the Health and Welfare Benefits as set forth in Appendix B attached hereto, not to exceed eight (8) hours per day or forty (40) hours per week for each employee.

ARTICLE XVIII - PENSION

The Company shall pay pension benefits as set forth in Appendix C attached hereto, not to exceed eight (8) hours per day or forty (40) hours per week for each employee.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE-Pension Fund and any amendment duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Fund.

ARTICLE XIX - VACATIONS

Section A

Employees shall be entitled to paid vacations as set forth in Appendix E attached hereto.

Section B

Vacations will not be accumulated from year to year, nor taken back to back. If the Company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his vacation in more than one segment with the consent of the Company.

Section C

An employee will receive an extra day's vacation or be paid an extra day's pay for a paid holiday which falls within his vacation period, in accordance with the provisions of Article XXIII - Holidays.

Section D

Vacations will be granted at times most desired by employees in order of their seniority within their work shifts, but the final right as to allotment and scheduling of vacation periods is reserved to the Company in order to assure the orderly operation of its business. Except in cases of emergency, a vacation period once assigned will not be cancelled by the Company except with agreement of the employee.

Section E

Temporary layoffs or leaves of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation, and shall be counted toward the required year for each vacation period.

ARTICLE XX - UNIFORMS

Proper uniforms and safety equipment will be furnished by the Company without cost to the employee. However, the Company may require or permit employees to launder and maintain uniforms furnished by the Company. When any employee is required or permitted to launder and maintain Company furnished uniforms, employees will be compensated in accordance with the provisions of Appendix F attached hereto. Employees will provide their own undergarments, socks, shoes, belts and other personal items in accordance with the government contract in effect with the Company. Replacement of uniform clothing will be on an as needed basis. An officer will be required to return worn items of clothing prior to the issuance of a replacement and upon termination. The cost of replacement of uniforms and equipment shall be borne by the officer by payroll deduction at prorated cost at termination.

ARTICLE XXI - 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 herein.

ARTICLE XXII - NO STRIKE - NO LOCKOUT

Section A

During the term of this Agreement, the Union shall not authorize, cause or engage in, sanction or assist in any work stoppage, strike or slow down of operations.

Section B

During the term of this Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

Section C

The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this provision of the Agreement.

ARTICLE XXIII - HOLIDAYS

Section A

Holidays, for which every employee will be compensated at the hourly base rate of pay, are set forth in the Appendix G attached hereto. In computing the number of hours for which an employee is entitled to compensation, the proportion which the average number of hours worked by an employee during the preceding normal work week bears to forty (40) hours shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example, if an employee worked thirty (30) hours during the normal work week preceding the holiday week, his holiday pay would be computed by $\frac{3}{4}$ ($\frac{30}{40}$) of eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay.

Section B

Any work performed on a holiday will be paid at the employee's regular rate of pay in addition to the holiday pay. If any of the named holidays fall on a non-working day, the employees shall either observe the holiday on the following working day or shall receive pay for their average number of hours normally worked in lieu of the observance above their normal compensation for work performed.

Section C

In the event that one of the holidays shall occur during the employee's vacation, the employee will receive an additional day of paid vacation, unless the employee and the Company agree that he may receive pay in lieu thereof.

Section D

When the Company requires work on any shift on a holiday, the Company will first seek qualified volunteers for such work. If there are not enough volunteers for such work, the Company will select qualified employees to protect the work to be performed in reverse seniority; however, if too many volunteer, the Company will select qualified employees to protect the work in order of seniority.

Section E

In order for an employee to qualify for a paid holiday, he must have worked his regularly scheduled work day immediately preceding the holiday and his regularly scheduled work day immediately following the holiday, unless excused by reason of illness, bereavement leave or other good cause.

ARTICLE XXIV - SICK LEAVE

Sick leave will be paid as set forth in Appendix H attached hereto.

ARTICLE XXV - EMPLOYEE INJURY

The Company shall abide by all applicable laws regarding treatment of and benefits for employees who are injured on the job.

ARTICLE XXVI - GOVERNMENT REQUIREMENTS

The Union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities which the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government shall not constitute a breach of this Agreement.

Nothing in this Agreement shall be construed to prevent institution of any change prior to discussion with the Union where immediate change is required by the United States Government. The Company will however, negotiate with the Union concerning effects of any such change.

ARTICLE XXVII – DRUG AND ALCOHOL POLICY

Section A

The Union and the Company recognize and will abide by the Drug-Free Workplace Act of 1988 and the Privacy Act of 1974 and all related rules, laws, and regulations as amended. To comply with the requirements for a drug-free workplace at all Government contract locations while protecting the rights of bargaining unit employees, the Union and the Company agree to the following procedures for the drug testing.

Section B

Bargaining unit employees will be tested for illegal drugs/alcohol if, by the observation of their Manager, immediate supervisor and shop steward, any three or more unexplainable occurrences of the following checklist criteria exist for that employee:

Appearance:

A "flushed" look, visible tremors, puncture marks, dilated/constricted pupils, sunglasses worn indoors, generally disheveled appearance, or profuse perspiration.

Speech:

General confusion, incoherent speech, slurred words, whispering for no reason, or refusing to talk at all.

Behavior:

Lethargic, paranoid, confused, disoriented, significant mood swings, lack of coordination, repeated or unexplainable accidents/injuries, unexplainable euphoria, or unusually aggressive or violent behavior.

Absenteeism:

Leaving the work area more than necessary or unexplained disappearances from the work area; or a high rate of absenteeism or lateness on Monday and Friday and days before and after holidays.

Work Patterns:

Inconsistent quality of work or lower than normal productivity, difficulty in remembering instructions, frequent mistakes, concentration lapses.

Section C

All laboratories used by the Company for drug/alcohol testing will be certified by an agency of the Federal Government for that testing. Any bargaining unit employee who is sent for drug/alcohol testing (other than random testing or annual physicals) and that employee's test results are negative (no evidence of alcohol or drugs in the sample tested) will receive a twenty-five (\$25) bonus in his/her next paycheck. This bonus will not apply if by a preponderance of evidence it is revealed the employee falsely and intentionally exhibited alcohol/drug related behavior.

Section D

The Company will pay all costs associated with the initial drug/alcohol testing.

Section E

The Company will provide, through the medical services provider contracted by the Company for each operating site, a Medical Review Officer to monitor the program, review test results and advise the Project Manager on matters related to the drug testing program for his/her site.

Section F

Any bargaining unit employee who disputes the analysis of the initial test results has the right to have those results reviewed by a second party medical authority competent in analysis of the subject test for the purposes of obtaining a second opinion. The bargaining unit employee will pay all costs associated with obtaining that second opinion. If the analysis of the initial test results and the second opinion are in conflict, the Company and the unit employee shall share equally the costs of having the tests results analyzed/reviewed by a third party medical authority competent in analysis of the subject test. The analysis of this third opinion will have precedence and be binding on the company and bargaining unit employee.

Section G

The results of drug/alcohol testing will be protected as confidential and released only to the Medical Review Officer, the site's Project Manager, the bargaining unit employee's immediate supervisor, and the bargaining unit employee. If disciplinary action is required as a result of the test results, the Union Representative will be given access to review the test results, upon written request from the bargaining unit employee to the site Project Manager.

Section H

Any disciplinary action taken as a result of a drug/alcohol test is subject to the Grievance and Arbitration clauses of the Collective Bargaining Agreement.

ARTICLE XXVIII - GENERAL

Section 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 this Agreement. Any alteration or modification of this agreement must be made by and between the parties hereto and must be in writing.

Section 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 of this Agreement.

Section 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.

Section D

Employees entering the service of the Company may be required to take a physical examination, random drug testing, height must be proportional, to weight, MMPI exam and any other medical or physical requirements according to the RFP specified by the Company. Each physical examination must meet the physical requirements of the U.S. Government Federal Procurement Regulations and/or the Client.

Where the Collective Bargaining Agreement is in conflict with the requirements of the Company's obligation to the government, the government will take precedence.

Section E

The 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 reasonable request during business hours.

Section F

Subject to the express limitations of this Agreement, the Company retains the sole and exclusive right in its discretion to manage its business, to hire, discharge for cause, layoff, assign, transfer, promote or demote employees, to determine the starting and quitting time, to establish or discontinue or change operations, productions, or work standards, or plant rules, provided, however, that with respect to any action which results in a change in established work rules, existing hours of work or the size of the work force, the Company shall give prior notice to the Union before taking such action and shall afford the Union a reasonable opportunity to negotiate on such matters. Nothing herein shall prevent individual employees, either alone or with a Union representative, from consulting with Company representatives on problems relating to their individual work schedules.

ARTICLE XXIX - DURATION

Section A

This agreement shall become effective **September 1, 2007** and shall continue in full force and effect until **August 31, 2010**, and shall renew itself each successive **September 1st** thereafter 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 the contract.

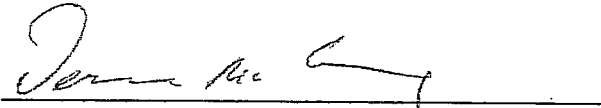
Section B

For the purpose of negotiating changes in wages, group insurance contributions, sick leave, vacation and holidays, as well as changes in or the introduction of other fringe benefit programs, the parties shall meet on or about January 1st of each contract year. If the parties are unable to reach agreement by sixty (60) days of each year, either party may terminate this Agreement upon ten- (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17th day of September, 2007.

FOR THE UNION:

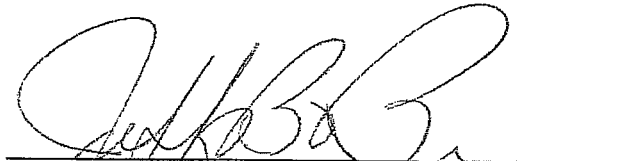
Industrial, Technical and Professional
Employees Union, AFL-CIO



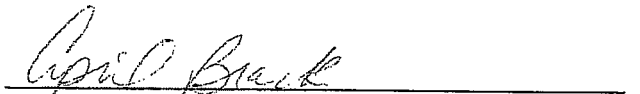
Dennis M. Conley
ITPE Representative

FOR THE COMPANY:

Alpha Protective Services, Inc.



Jeffery B. Brinson
President/CEO



April Brack
Director of Human Resources

APPENDIX

Appendix A

	<u>WAGES</u>	
	Current	Effective October 1, 2007
Officer	\$11.60	\$13.61
Shift Leader		\$14.61

Appendix B

<u>HEALTH & WELFARE</u>	
Current	Effective October 1, 2007
\$3.01/Hour	\$3.16/Hour

The Company shall contribute to the sum of three dollars and sixteen cents (\$3.16) per hour for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this agreement for medical or 401(k) benefits. Employees must provide proof of current medical coverage to enroll in the 401(k) benefits.

Appendix C

PENSION
Effective October 1, 2007

The Company shall contribute to the ITPE Pension Plan the sum of thirty cents (\$0.30) per hour for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Plan and any amendments duly adopted hereto.

The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such plan.

Appendix D

BEREAVEMENT LEAVE

Current and Effective October 1, 2007

Full and Part Time employees are allowed up to three (3) paid days off for the bereavement of immediate family members consisting of grandparents, parents, siblings, spouse and children. Employee may be required to provide an obituary or documentation for payment of the bereavement leave.

Appendix E

VACATIONS

Current and Effective October 1, 2007

2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 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.

Appendix F

UNIFORMS

Current and Effective October 1, 2007

\$3.35/week or \$.67/day

Appendix G

HOLIDAYS

Current and Effective October 1, 2007

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.

Appendix H

SICK LEAVE

Effective October 1, 2007

All employees shall be entitled to paid sick leave benefits accrued on the basis of one (1) sick day earned every four (4) months not to exceed three (3) days of sick leave per year. It may be required of employees to submit to the employer a certificate or notification from a doctor as proof of illness before receiving sick pay.

All sick leave benefits shall not accumulate from year to year and all unused sick leave benefits shall be paid to the employees of the company at the end of each Government contract year or when the employee leaves the employment of the Company or whatever comes first.

200503143.txt

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2005-0314
William W.Gross Division of | Revision No.: 3
Director Wage Determinations | Date of Last Revision: 08/31/2007

State: Georgia

Area: Georgia County of De Kalb

Employed on DHS contract for Armed Guard services :

Collective Bargaining Agreement between Coastal International Security, Inc. and The International Union Security, Police and Fire Professionals of America (SPFPA) and its amalgamated Local Union No. 571, effective August 16, 2007 through September 30, 2010 and amended on August 16, 2007.

In accordance with Sections 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).



August 17, 2007

Lawana Nunnally
Contracting Officer
U.S. Department of Homeland Security
Federal Protective Service Div. (4PS)
77 Forsyth Street, SW
Suite 700
Atlanta, Ga. 30303

RE: Security Guard Contract/Task Order HSCEEY-06-F-F00037

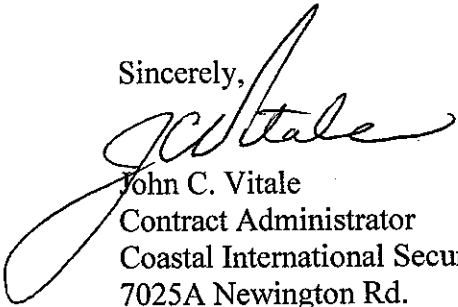
Dear Ms. Nunnally:

Attached to this letter you will find a copy of the new negotiated Collective Bargaining Agreement (CBA) between Coastal International Security, Inc. (Coastal) and The International Union Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local Union number 571 for the IRS Chamblee, Georgia facilities.

Coastal is submitting this CBA in accordance with the Federal Acquisition Regulations Part 22 and your email of July 19, 2007. This document becomes effective October 1, 2007 and increases the wages and the H & W. If the government extends the above contract, Coastal will issue a request for an adjustment.

Please call me at either 703-339-0233 x221 or 202-438-1714 if you require any additional information pertaining to this letter and attachment.

Sincerely,



John C. Vitale
Contract Administrator
Coastal International Security, Inc.
7025A Newington Rd.
Lorton, Va. 22079

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COASTAL INTERNATIONAL SECURITY, Inc
AND
THE INTERNATIONAL UNION
SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA (SPFPA)
AND ITS AMALGAMATED
LOCAL UNION NO. 571

Effective August 16th, 2007
through and including September 30, 2010

COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement is entered into this 16th day of August, 2007 between Coastal International Security, Inc., its successors and/or assigns, hereinafter referred to as the "Company," and the International Union, Security, Police, and Fire Professionals of America (SPFPA) and its Amalgamated Local 571 hereinafter referred to as the "Union." This Collective Bargaining Agreement covers the facilities and locations set forth in Exhibit A, attached hereto.

Article 1: Purpose

- 1.1 The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the employer and the Union, to provide for the peaceful adjustment of any differences which may arise between them and to set forth the basic agreement between the parties covering rates of pay, wages, benefits, hours of work and other conditions of employment.
- 1.2 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 the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Article 2: Recognition

- 2.1 The Company recognizes the Union as the exclusive representative of all full-time and regular part-time security officers for the purpose of collective bargaining in respect to rates of pay, wages, benefits, hours of employment and other conditions of employment in the bargaining unit, for which the Union is currently certified by the National Labor Relations Board Case Number 10-RC-15625 or is voluntarily recognized by the employer as the exclusive representative of the employees in the bargaining unit.
- 2.2 For purpose of this Agreement the term "officer" shall include and be limited to only those individuals for whom the Union has been certified by the NLRB or is voluntarily recognized by the employer in the State of Georgia pursuant to its contract with the United States Government, General Services Administration, excluding all other employees, office clerical employees, professional employees and supervisors as defined in the Act. The term "officer" shall include any member of the unit who works ten (10) or more hours per month at any represented facility, as listed in Exhibit A. Except as otherwise authorized by this Agreement, the employer personnel not represented by the Union shall not perform work traditionally performed by the bargaining unit if such assignment

would result in the failure to replace departed unit officers, layoff of an officer or reduction in the regular, straight time work opportunity of a full-time bargaining unit officer in any work week.

Article 3: Management Rights

- 3.1 Management of the business and direction of the security officers are exclusively the right of management. These rights include the right to:
- (a) Hire
 - (b) Determine the number, location, and types of guard posts;
 - (c) Direct the working forces and manage the business;
 - (d) Assign work;
 - (e) Discontinue temporarily or permanently any posts; discharge, discipline or suspend for just cause;
 - (f) Maintain order and efficiency of operations;
 - (g) Determine the number of shifts and the starting and quitting times of each shift;
 - (h) Require officers to observe reasonable Company rules and regulations as they are presently in effect or which may be changed or modified from time to time;
 - (i) Decide on the supplies or equipment to be used;
 - (j) Determine the size of the workforce, including the number of officers assigned to any particular shift;
 - (k) Determine when overtime shall be worked.
- 3.2 The above rights of management are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to management. Any of the rights, power or authority the employer had prior to the signing of this Agreement are retained by the employer except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made. The employer's failure to exercise any function reserved to it shall not be deemed a waiver of any such right.

- 3.3 **Work Conduct Rules:** The Company shall have the right to adopt, and from time to time make changes, as necessary to reasonable work conduct rules (Standard Operating Procedures) which shall become effective when posted. However, the Company agrees to furnish to the Union a copy of any such rules, or rule changes, at least fourteen (14) days prior to the effective date whenever possible. Any comments furnished by the Union during this period may be considered by the Company. If the Union wishes to challenge the reasonableness of any new or revised rule(s), then it must do so within the time period set forth in Article 6 of this Agreement following the posting of such rule(s).

Article 4: Non Harassment/ Non Discrimination

The Employer and Union agree that there shall be no discrimination or harassment by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, disability, marital or other status as protected by applicable law, or because of their involvement in or refraining from participating in Union activities except as required by Article II of this Agreement.

Employees with disabilities who require accommodation should contact the Employer's Corporate HR Department, which is located at the Employer's Corporate Headquarters.

Article 5: Union Representatives

- 5.1 The Union agrees that neither the Union nor any of its members will intimidate or coerce officers in their right to join a labor organization or refrain from such activity.
- 5.2 Union business shall not be conducted during working time or in working areas. If Union personnel need access to facility on non working time they must contact Contract Manager 24 hours prior in order to arrange access to facility.
- 5.3 For the purpose of adjusting complaints in accordance with Article 6, Grievances, the Union shall be entitled to be represented by one (1) shift steward and (1) alternate shift steward on each shift. The Local Union may also designate a chief steward who may substitute for the shift steward at any step. The alternate shall function only when the shift steward is absent from the site, or when the alternate is representing the shift steward. No probationary officer may serve as a shift steward, chief steward or alternate. The Union is responsible for notifying the employer in writing as to the individuals officially designated to act as shift stewards or chief stewards. An officer shall not be permitted to engage in shift steward or chief steward duties until such notification is received. No officer shall serve as shift steward, chief steward or alternate while on lay off or while on leave of absence other than Union leave of absence.

- 5.4 Any shift steward having an individual grievance in connection with his own work may ask for the alternate or the chief steward to represent him in accordance with the provisions of this Article 5.
- 5.6 Any Officer may request the presence of a shift steward at any disciplinary meeting. If requested, the employer will contact the Union representative. If no representative is reasonably available within thirty (30) minutes, the officer will be provided a witness. Management shall suspend further discussion with such officer until arrangements can be made for Union representative or witness participation.

Article 6: Grievances

- 6.1 In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the employer and the Union agree that in the event a dispute arises between the employer and an officer or between the employer and the Union regarding the interpretation or application of any provision of this Agreement, it will be settled by the following procedures.
- 6.2 Officers are encouraged to approach their immediate supervisor directly to attempt to resolve complaints informally without invocation of the formal grievance process. Any officer may elect to consult with his shift steward regarding a specific complaint and the supervisor will make arrangements for such consultation without undue delay, provided that Company operations are not unduly hampered. Officers may also request that the shift steward handle a specific complaint with the immediate supervisor. In such cases, the supervisor will make prompt arrangements to confer with the shift steward and the officer.
- 6.3 *Disciplinary Notices:* Officers shall receive a copy of all disciplinary notices they are issued. Copies of such notices shall be maintained in an officer file kept on site and after a period of fifteen (15) months following the date of issuance shall not serve as the basis for disciplinary action. Any officer who has filed a grievance protesting disciplinary action shall be entitled to review his disciplinary file but may not remove anything from the file.
- 6.4 In accordance with processing of a grievance, the Union may request copies of disciplinary notices or reports. Such information will be provided by the Company within 5 business days.
- (a) All disciplinary action must take place within seven (7) calendar days after an officer is put on notice or it is void, unless there is a legitimate business reason for the delay. The time frame may be extended by mutual agreement.

6.5 Grievance Process

All grievances must be presented in writing, filed and processed in accordance with the following exclusive procedure:

- **Step 1:** The Employee and the Union Shop Steward shall present the grievance or dispute in writing to the Employee's Contract Manager within five (5) days of occurrence or when the Employee knew, or by reasonable diligence should have known, of its occurrence. If the Employee does not notify the Contract Manager within the requisite amount of time, or fails to meet any other deadline set forth in this Article, the grievance shall be deemed to have been waived. The Contract Manager shall respond to the grievance in writing within ten (10) days. If the Contract Manager does not respond within ten (10) days, the grievance may proceed to Step 2.
- **Step 2:** If the grievance is not settled at Step 1, the Employee and their Union representative may meet/ conference, within seven (7) days of the date on which the Contract Manager responded or should have responded, with the Employer's President or designee. The Employer's Vice President or designee shall respond to the grievance in writing within ten (10) days of this meeting.
- **Step 3:** If the grievance is not settled at Step 2, the Union shall, within ten (10) days of receipt of the Vice President's response to Step 2 or the date when the VP's response was due, present the grievance in writing to the Employer's Corporate Human Resources Department. The Employer's HR Manager or their designee shall respond in writing to the grievance within ten (10) days. The Employer and the Union shall have the right to involve senior management or officials in the grievance process at an earlier stage, in their sole discretion.
- **Step 4:** If the grievance is not settled at Step 3, the Union or Company may, within ten (10) days after the receipt of the Employer officer's response in Step 3, appeal the matter to arbitration. Notice that arbitration is desired shall be served upon the Employer's Human Resource Manager within ten (10) days after the Union receives the Employer's Step 3 answer.
- **Arbitrator Panel-** The Union shall contact FMCS for an arbitrator panel within 15 days from filing its request for arbitration with the employer. Failure to request FMCS arbitrator in the allotted 15 days will result in the grievance being dismissed.

Grievances affecting a class or classes of Employees may be initiated by the Union at Step 2.

- 6.6 The parties agree that any grievance shall be considered withdrawn if not filed and processed by the Union in strict accordance with the time limitations set forth above. Failure of the employer to act within the time limit set forth in any step shall entitle the Union to proceed to the next step of the grievance procedure. Any time limit may be extended by mutual written agreement between the employer and the Union. For purposes of this Article, "days" unless otherwise specified shall mean the administrative days of Monday through Friday during regular first shift hours, excluding holidays.

Article 7: Arbitration Procedure

- 7.1 The arbitrator shall have no power to add to or subtract from, or modify any of the terms of this Agreement or to rule on any matter except while this Agreement is in full force and effect. The arbitrator's decision shall be based exclusively on evidence presented at the arbitration hearing. The arbitrator's decision shall demonstrate that he has thoroughly considered the arguments advanced by each party and cite the provisions of the Agreement serving as the basis for the decision.
- 7.2 The arbitrator shall have no power to establish or change wage rates or wage scales or benefits.
- 7.3 The decision of the arbitrator shall be issued as promptly as possible. His decision shall be final and binding upon the employer, the Union, and the grievant.
- 7.4 The compensation of the arbitrator and his expenses incidental to the arbitration shall be borne equally by the parties. Each party shall bear the expense of preparing its case and shall make arrangements for and pay the expenses of witnesses called by them.
- 7.5 Unless the parties agree in writing to the contrary, an arbitrator may hear only one (1) grievance in any one (1) proceeding.
- 7.6 The parties may mutually agree to explore non-binding mediation as an alternative prior to arbitration.

Article 8: Leaves of Absence,

8.1 FMLA- Maternity & Sick Leave

All provisions of this Article shall be applied in a manner consistent with the Family and Medical Leave Act of 1993. Eligible non-probationary Employees will be granted up to twelve (12) weeks of unpaid leave for their own serious illness, for the birth or adoption of a child, or the care of a seriously ill child, spouse or parent. All eligible Employees must have been employed for one year and worked a minimum of 1250 hours in the preceding twelve (12) months.

Whenever an Employee who is pregnant or otherwise sick cannot perform their duty safely or efficiently, the Employee shall take a leave of absence. An Employee who takes such maternity or sick leave must elect to utilize as much paid sick leave as they have accrued. During such leave of absence, the Employee shall retain their existing seniority and shall continue to accrue seniority. Maternity and sick leave will not exceed twelve (12) weeks following delivery or onset of illness or injury.

8.2 Personal Leave without Pay

An employee may request personal leave without pay for any personal purpose for a period of up to six (6) months. It is within the Employer's sole discretion whether such requests will be granted. Neither seniority nor benefits shall accrue during such personal leave. Requests for such leave must be in writing and, when possible, made at least twenty-one (21) calendar days prior to commencement of the leave. The leave request shall state the reason for and length of the desired leave. Employees on leave of absence for personal reasons who accept other employment during such leave shall be considered to have resigned. Employees in this status are responsible for maintaining their training and credentials in a current status so they may return to work at the end of their absence. Upon giving two (2) weeks notice of intent to return to work, an Employee shall be scheduled to report to their former job or an equal job within two (2) weeks of the Employer's receipt of such notice. If no job is available on the Employee's former shift or at their former site, they may be put on any shift at any site, but will be returned to their former shift or site as soon as an opening is available, consistent with the Employer's scheduling needs.

8.3 During any leave, the officer is responsible for maintaining licensing, certification and/or proficiency requirements.

8.4 Prior to returning from any leave an Officer must present a medical certificate. Employer has the right to request a Fit for Duty Evaluation form be completed.

8.5 All approved leaves shall be without pay.

8.7 The parties agree that acceptance of other employment during a leave of absence, without the express consent of management or the employee is negligent and fails to maintain the required certifications and training to be qualified for continued employment on the contract, will be regarded as a voluntary quit.

8.8 Jury Duty

An employee summoned to serve on a jury shall receive up to a maximum of 3 paid days for time served on Jury Duty.

The employee must provide a copy of the summons to Jury Duty to the Company.

- (a) If requested, officers will not be required/scheduled to work the midnight shifts the evening before their jury duty begins.
- (b) Officers will be required to provide copies of their jury duty notification by the first shift following receipt of their notice of obligation in order to be eligible for pay and/or to be removed from the schedule.

8.9 Court Appearances

Court or administrative appearances necessitated by job-related occurrences or incidents shall be compensated for fully at the rates specified in this Agreement, less any monies received from the Court. However, other court, administrative or grievance procedure and/or arbitration appeal appearances shall not be paid by the Employer, unless the Employer has requested the employee to be present.

8.10 Bereavement Leave

Employees shall be entitled to paid Bereavement Leave as set forth in the applicable addendum hereto.

Article 9: Wages

Employees shall be entitled to Wages as set forth in the applicable addendum hereto.

Article 10: Hours of Work

- 10.1 The normal full time work week shall consist of a minimum of 36 hours and a maximum of 40 scheduled hours each week commencing each Sunday at 12:01 a.m. This does not constitute a guarantee of work hours.
- 10.2 All work performed in excess of forty (40) hours in any work week shall be considered overtime and shall be paid at the rate of time and one-half the officer's straight time earnings.

- 10.3 Officers reporting to work as scheduled without having been notified that there would be no work, shall receive a minimum of four (4) hours work or pay at the rate they would have received had they worked. The employer shall have the right to require the officer to work for this payment. This section shall not apply where work is not available because of acts of God, catastrophe, or other conditions beyond the control of the employer.
- 10.4 Officers called back to work after completion of their regular shift will be guaranteed four (4) hours work or four (4) hours pay provided, however, that any officer who voluntarily leaves with management's approval prior to the completion of the four (4) hours work will only receive pay for the actual time worked.
- 10.5 Officers will not be given time off to prevent the payment of overtime, except by mutual agreement. Officers requested to come to work early, prior to their scheduled starting times, will be permitted to complete their regular scheduled shift.

Article 11 Scheduling of Work

The Employer shall schedule the hours of work of Employees at least two (2) weeks in advance, except in circumstances beyond the Employer's control. Nothing shall preclude the Employer from scheduling employees to work ten (10) or twelve (12) hour shifts.

11.1 Breaks

Employees who work shifts of more than four (4) hours and less than eight (8) hours shall receive a fifteen-minute paid break during their shift.

Employees who work shifts of eight (8) or more hours shall receive a thirty (30) minute paid break and two fifteen minute paid breaks during their shift.

In addition, Employees shall be provided with breaks for emergency purposes as reasonably required.

11.2 Overtime

Overtime pay is to be paid at the rate of one and one-half (1½) times the basic hourly straight time rate for all hours worked over 40 hours in a workweek. A workday shall be defined as from 0001 hours until 2400 hours. There will not be any pyramiding of hours worked. Paid vacation time, personal/sick or holiday time shall not be counted as hours worked in the calculation of overtime. The opportunity to work overtime shall be provided consistent with the Employer's business needs and circumstances and must be authorized in advance by the Employer.

When the Employer has less than 3 days notice of its need to provide coverage, the Employer shall have the right to assign overtime or require an Employee, who normally performs the work, to remain on duty until relieved and/or to require an available Employee to provide such coverage, as conditions warrant.

When the Employer has at least 4 days advance knowledge that overtime will be required, it will post available overtime slots in the worksite. The most senior, qualified employee will be selected for that overtime slot. No one Officer may receive multiple overtime slots in the same pay week unless no other Officer has bid on that overtime.

Should an insufficient number of qualified Employees agree to work overtime through this procedure, the Employer may assign overtime to available, qualified Employees by reverse seniority. It is the intent of this procedure that overtime work is distributed among available, qualified Employees as equally as possible. For purposes of this Section, an Employee who rejects two consecutive overtime opportunities is no longer "available."

Notwithstanding the foregoing, an Employee shall not be required to remain on duty for more than twelve (12) consecutive hours, except in an emergency situation or when no other Employee is available for relief. The existence of an emergency situation and availability of relief shall be determined at the Employer's reasonable discretion. It is the responsibility of the Employee to advise Supervisors and Management at what point they will exceed twelve (12) consecutive hours on duty. Employees who fail to ensure Management is advised of the point they will exceed twelve (12) hours of duty are subject to discipline. Should a dispute arise among the Employer, Employee and/or Union regarding the existence of an emergency situation, or the availability of relief, the Employee shall continue working as directed by the Employer until a resolution is obtained.

11.3 Training

GSA FIREARMS QUALIFICATION

The Employer agrees to pay Employees who are required to qualify annually on the GSA Handgun Qualification Course of Fire for up to four (4) hours at the Employee's normal hourly rate of pay during the first-scheduled qualification attempt. Should an Employee fail their first attempt, they shall not be paid for any time spent in furtherance of subsequent qualification attempts.

The firearms qualification testing shall be limited to two (2) attempts. Depending on range availability, this must be accomplished within a thirty (30) day period.

If an Employee fails to pass the firearms testing after two (2) attempts, the Employee shall be placed on administrative leave without pay for a period not to exceed thirty (30) days, (or until expiration of their GSA Guard Card, whichever occurs first).

During the Employee's period of absence, it will be their sole responsibility and at their own expense to obtain and present an Exhibit 8A or 5B, Certificate of Firearms Training, to the Employer so that the Employee may be scheduled for one (1) additional firearms qualification attempt.

If the Employee fails to submit an Exhibit 8A or 5B as required to the Employer and obtain a retest date for firearms qualification prior to the expiration of their GSA Guard Card or their administrative leave, whichever occurs first, the Employee will be considered as having voluntarily quit. However, the failure to re-qualify shall not be considered a voluntary quit if the failure is attributable to a lack of firing range availability, which is beyond the Employee's control. Under such circumstances, the Employee shall remain on administrative leave without pay until such time as the firing range becomes available.

To the extent possible, firearms qualification testing shall be scheduled at least thirty (30) to sixty (60) days prior to the expiration of the Employee's certification.

The Employer agrees to provide Employees with instruction on firearms safety, handling and malfunctions prior to firearms qualifications. The Employer agrees to pay Employees for up to two (2) hours at their normal rate of pay for their attendance during this training. If an Employee fails to appear for any scheduled firearms training or qualification, they shall be subject to disciplinary action as detailed in this Agreement.

During an approved Leave of Absence, it will be their sole responsibility of the Employee, to obtain the necessary training to pass the weapons qualification course. The Employer agrees to provide information related to dates of expiration upon request from the Employee within 3 days.

The Employer agrees to provide Employees with instruction on firearms safety, handling and malfunctions prior to firearms qualifications. The Employer agrees to pay Employees for up to two (2) hours at their normal rate of pay for their attendance during this training. If an Employee fails to appear for any scheduled firearms training or qualification, they shall be subject to disciplinary action as detailed in Article 19 of this Agreement.

FIRST AID AND CPR TRAINING

The Employer agrees to pay Employees at their regular rate of pay for up to eight (8) hours of training in CPR and First Aid each year, as may be necessary for the Employee to qualify or re-qualify as a guard at the Employer's facility. Failure to attend the required training will subject the Employee to disciplinary action as set forth in this Agreement.

GSA GUARD CERTIFICATION

It is the Employee's sole responsibility to maintain their level of proficiency and knowledge of the subjects covered in the GSA Contract Guard Information Manual, related training subjects, and of facility emergency systems procedures and policies, and be able to demonstrate such knowledge through on-site practical application testing of said subjects.

It is the Employee's sole responsibility to take action in sufficient time, attend and pass the required training, and coordinate/cooperate with support personnel to ensure their GSA credential requirements are submitted in sufficient time to be processed and returned by FPS and do not expire.

The Employer shall pay Employees as required by law for any time spent in this regard.

If an Employee allows their GSA certification to expire, or fails to appear for any scheduled re-certification or event, as required, they will be subject to the provisions of discipline as outlined in this Agreement, and will not be allowed to work until the certification requirements are met.

PHYSICAL EXAMINATION

If an employee fails to appear for or obtain their government-required physical examination prior to the time by which it must be obtained, the Employee shall be subject to an administrative leave without pay for a period not to exceed thirty (30) days. If the Employee does not satisfactorily pass their physical within this thirty (30) day period, they shall be considered as having voluntarily quit. However, the failure to obtain a physical examination will not be considered a voluntary quit if such failure is attributable to circumstances, which are beyond the Employee's control.

TRAINING

Under GSA standards, Employees are required to take regular training courses to stay qualified to work at the facility. These courses may include for example: orientation, re-certification, collapsible baton, and T-3 testing. While attending these courses, the Employees will be paid straight time wages. If an Employee fails to appear for any scheduled training, they will be subject to disciplinary action as set forth in this Agreement.

11.4 Guard Mount (Gear Up / Gear Down)

Guard Mount will be held 10 minutes prior to every shift. Failure to attend guard mount will be considered tardiness and may result in progressive discipline.

Each officer will be paid 10 minutes before and 10 minutes after each shift, for a total of 20 minutes per shift worked as outlined in the CIS Gear Up/Gear Down SOP.

Nothing in this Article shall be construed as a guarantee of work, work opportunities, or hours, except as otherwise expressly provided.

Article 12: Shift Preference

- 12.1 Any Officer requesting a change in shift shall submit a written request to the Contract Manager. The requests must be submitted during the first two weeks of January. The requests shall remain valid until the Officer rescinds the request in writing or for 12 months.

As vacancies occur on any shift, the Contract Manager will first take the

most senior, qualified Officer who has requested a shift change in writing to fill the vacancy.

If a shift vacancy occurs, once shift preference requests have been exhausted, the vacancy will be posted for five (5) working days.

- 12.2 Any officer who desires a change in shift due to hardship circumstances must obtain a mutually acceptable shift trade with another officer in his/her unit. The proposed shift change must be put in writing, submitted to the supervisor for his/her approval and shall not exceed a period of thirty (30) days. A change in shift must be approved by management prior to its effective date. Approval for a continuation of the change in shift beyond thirty (30) days will necessitate a repeat of the above process.

Article 13: Vacation

Employees shall be entitled to paid vacation as set forth in the applicable addendum hereto.

Article 14: Holidays

Employees shall be entitled to paid Holidays as set forth in the applicable addendum hereto.

Article 15: Health and Welfare

The Company shall pay as a cash benefit the health and welfare benefits as set forth in the applicable addendum hereto, not to exceed (40) hours worked per week for each Employee.

Article 16: Uniforms and Equipment

- 16.1 The employer will determine all items of uniform and equipment, and will furnish all items of uniform and equipment. All officers will be provided a total of 3 Uniform Shirts & 2 Uniform Pants that fit. Replacement of uniform clothing will be on an as needed basis. An officer will be required to return worn items of clothing prior to the issuance of a replacement. The cost of the replacement of uniforms and equipment shall be borne by the officer if the uniform or equipment is lost, misplaced or stolen or if the damage or wear is the result of the officer's negligent or intentional conduct.
- 16.2 The employer will ensure that all radios are kept in good working order and will make sanitary swipes available as part of the radio issue procedure
- 16.3 The employer agrees to properly maintain the entire employer owned, leased and/or rented equipment. No officer will be directed to operate known unsafe equipment.

Article 17: No Strike Clause

17.1 The Union recognizes that it is the responsibility of the officers to guard and protect the premises, material, facilities and property of the employer and its customers at all times and under all circumstances. The Union agrees that its members will faithfully discharge this responsibility and during the life of this agreement or any renewal or extension thereof, that it will not cause, or permit its members to cause, nor will any member of the Union take part in any strike, sit-down, stoppage of work or other interference with or refusal to perform their duties regularly assigned to them. The Union further agrees in the event of any controversy between the employer and/or any other group, organization or its members resulting or threatening to result in any strike, stoppage of work, or other interference with production, that its members will continue to report for duty, remain at their posts, and in the regular manner discharge the duties assigned to them. The employer reserves the right to discipline or discharge any officer who engages in a violation of this section.

17.2 During the life of this Agreement, the employer will not lock out any officers covered hereunder.

Article 18: Seniority

18.1 ***Definition of Seniority:*** Seniority is defined as the period of continuous service with the employer since the last day of hire. Seniority within the Security Unit begins with the first day of work or transfer into the unit. The principles of seniority shall be observed in layoffs and recalls.

18.2 ***Dispute on Seniority Subject to Grievance Procedure:*** Any dispute on the application of the seniority principle shall be subject to the grievance procedure.

18.3 ***Termination of Seniority:*** Seniority and the employment relationship shall terminate when an employee:

- (a) Resigns;
- (b) Is discharged for just cause;
- (c) Is absent for one (1) consecutive unexcused (no call, no show) work day, unless the failure to report/call is legitimately unavoidable;
- (d) Failure to report at the end of a leave of absence.

18.4 ***Probationary:*** All new full-time employees shall be considered probationary Employees for a period of one hundred and twenty (120) calendar days. The Company reserves the right to terminate their employment for any reason until they have completed such probationary period.

18.5 ***Promotion to Managerial Position:*** Any employee promoted to a managerial position shall retain and accumulate seniority for a period not to exceed ninety

(90) days from the date of accepting such position.

18.6 Transfer Outside Security Unit: Security Unit seniority shall terminate when employee transfers outside of the Security Unit.

18.7 Employee Seniority List: The Company will provide to the Union, on a quarterly basis, an employee seniority listing (name and seniority date) for bargaining unit employees. The Union shall identify and present any errors to a designated Company representative. The Company will make any appropriate corrections requested by the Union within a reasonable period of time. Each bargaining unit employee is individually responsible for verifying the accuracy of his/her seniority date. The Company and the Union agrees that each shall be held harmless from an employee's failure to identify errors on a timely basis.

18.8 Layoff Procedures: When it becomes necessary for a reduction of the work force in any unit, lay-offs will occur in the following sequence:

Probationary officers will be the first to be laid off.

If additional reduction is necessary, part-time officers will be laid off based on lowest seniority date.

If an additional reduction is necessary, full-time officers will be laid off based on lowest seniority date.

Officers will be given as much notice as possible of layoff.

18.9 Recall Procedure: Laid off officers will be recalled in the following sequence in line with their seniority:

Full-time officers with the highest seniority will be the first to be recalled.

Part-time officers with the highest seniority will be the first to be recalled after all full-time seniority officers have been recalled.

18.10 Recall rights for all officers shall continue for a period equal to the officer's seniority or twelve (12) months from date of layoff whichever is lesser. Officers who are recalled to an available position must state their intention to accept the job within three (3) days after notice of recall and must report for work within five (5) days after notice of recall or else forfeit recall rights. The five-day report time can be extended by mutual consent. The officer shall be responsible for maintaining a current address with the employer. Recall notice shall be given by telephone, where available, and will be confirmed by registered letter to the last known address.

18.11 During any layoff, the officer is responsible for maintaining licensing, certification and/or proficiency requirements. Satisfactory proof shall be presented prior to returning to work. A list of credentials expiration dates will be provided to all Laid Off Employees within 7 days from issuing the

lay off.

- 18.12 Opportunities for full-time schedules will be offered to part-time officers based on their unit seniority. Should a part-time officer decline an opportunity for full-time status, said officer will not be offered another full-time opportunity until such time as all current less senior part-time officers have been afforded full-time opportunities.
- 18.13 Any officer who is unable to work a forty (40) hour work week due to any military leave or approved medical leave or qualifies for leave under state or federal law will continue to accumulate seniority during such time.

Article 19: Discipline

19.1 Progressive Discipline

The Employer shall not discharge, suspend, or otherwise discipline any Employee covered by this Agreement without just cause. Generally, discipline shall be applied in the following manner:

With respect to a first offense of policy, the Employee will be given a verbal reprimand, documented on a CIS PAR Form, within five (5) days of the date the offense is noted.

With respect to a second offense of established policies, the Employee will be given a written reprimand within five (5) days of the date the offense is noted.

With respect to a third offense, the Employee shall be suspended without pay for a period of one to three days at the sole discretion of the Employer.

With respect to a fourth offense, the Employee shall be terminated.

Any discipline that is more than 15 months old will not be considered for progressive discipline.

19.2 Unexcused Tardiness

Discipline for unexcused tardiness of 15 minutes or less shall be applied as follows. This tardiness is defined from the start of guard mount as specified in Article 11.4 Management reserves the right to reassign scheduled duties to another Officer for that day if the scheduled employee is 15 minutes or more late.

Unexcused tardiness is defined as failure to call-in, or failure to provide a verifiable excuse for the tardiness. Acceptable reasons that may result in excused tardiness include, but are not limited to, situations that are outside of the employee's control (example: documented public transit breakdown, documented weather related delay, sudden serious illness)

With respect to a first unexcused tardiness, the Employee shall be given a verbal reprimand documented on a PAR within five (5) days of the date the offense is noted.

With respect to a second unexcused tardiness, the Employee shall be given a written reprimand within five (5) days of the date the offense is noted.

With respect to a third unexcused tardiness, the Employee shall be suspended without pay for a period of one to three days at the sole discretion of the Employer.

With respect to a fourth unexcused tardiness, the Employee shall be terminated.

19.3 Call- Offs

It shall constitute an offense for an Employee to cancel work (call off) without providing the Employer with a minimum of six (6) hours notice or, if such notice is not possible, as much advance notice as practical under the circumstances. If an Employee fails to report to work without advance notice, and appears more than fifteen (15) minutes after the start of guard mount, they may, in addition to any discipline provided in Section 19.1 of this Article, be sent home without pay.

However, the Employee shall not be disciplined if it is determined in the Employer's reasonable discretion that the occurrence was due to circumstances beyond the Employee's control.

Any Employee who fails to provide notice of an absence and fails to appear for work, may, at the Employer's sole discretion, be suspended without pay for a period of three days. A second occurrence of this infraction may, at the Employer's sole discretion, result in the Employee's termination. However, the Employee shall not be terminated if it is determined in the Employer's reasonable discretion that the second occurrence was due to circumstances beyond the Employee's control. (Example: documented public transit breakdown, documented weather related delay, sudden serious illness)

Officers who are calling off must have available sick leave, and their time off from work will be charged to sick leave. If no Sick Leave is available the Employee must use any Vacation time available to cover the hours of the absence. Excessive absences will be handled according to the most current Company policy.

19.4 Serious Offenses

Notwithstanding the foregoing, an Employee is subject to immediate discharge for proven offenses to include, but not limited to, the following:

- Drinking or being under the influence of alcohol, illegal drugs, or controlled substances while on duty.
- Use or possession of unlawful drug stimulants or alcoholic beverages on the job of job site.

- Refusal to submit to drug or alcohol testing as provided in the CIS Drug and Alcohol Testing Policy.
- Weapons:
 - Improper use, misplacement, or loss of a firearm, ammunition, or handcuffs.
 - Unauthorized or unlawful discharging of a firearm while on duty.
 - Carry a concealed weapon on Government facilities
 - Un-holstering a weapon except for eminent use to protect your life, the life of another person, or to prevent the commission of a felony offense such as murder, rape, armed robbery, kidnapping, etc.
 - Should a Supervisor direct an Officer to un-holster a firearm for any other reason, the Supervisor is held liable for the offense.
 - Violation of CIS Policy on the Handling and Care of Weapons Outside of the Workplace.
 - Possession on the job of a private firearm or other weapon not issued by the Employer pursuant to contract.
 - Making a willful false statement on an application for employment, Government required form, a gun permit, or a security clearance.
- Violations of general or specific Post Orders or directives to include, but not limited to, inattention to duty, sleeping while on duty or abandoning post.
- Neglect of duty, which could cause a claim or penalty to be assessed against the Employer.
- Causing or engaging in a strike or work stoppage or other conduct in violation of this Agreement.
- Falsifying, concealing, removing, mutilating, damaging or destroying official documents or records, except for the systematic purging of files or records at the direction of the Employer in accordance with established timetables.
- Committing an assault, including the making or uttering of verbal or physical threats.
- Accepting bribes, enabling a person to secure stolen property, or permitting unauthorized access to classified material.
- Engaging in harassment, sexual harassment or discrimination toward the client, other Employees, or visitors.
- Commission of a criminal act that violates any rules, regulations or established practices of the Government.
- Willfully falsifying time records, post logs, incident reports and/or other documents.
- Gross insubordination toward the Employer or supervisors or insubordination toward the client.
- Improper or unauthorized use of Government equipment.

19.5 Other Provisions

Consistent with the provisions of this Article, the Employer has the right to determine the level and degree of discipline. Disciplinary action shall not be taken without just cause. Under normal circumstances, corrective progressive disciplinary action is taken following a thorough review of the incident, as is stated in the preceding provisions of this Article. In addition, it may be proper to give employee one or more written warnings in some cases before giving a disciplinary suspension. In such situations requiring discipline, the circumstances must be known and each action taken on the merits of the case. The Employer's failure to impose greater or any disciplinary action against an employee shall not be used as the principal evidence to support a grievance by or on behalf of another Employee. The Employer retains the right to suspend an Employee without pay for a limited period of time pending the outcome of a disciplinary investigation. Should the Employee be exonerated following the investigation, they will be entitled to back pay for the work-time scheduled during the period of suspension.

Article 20: General Provisions

- 20.1 Each officer is responsible for having a correct address and telephone number on file with the employer. All written notices shall be deemed to be properly filed if sent to the officer's last address on file.
- 20.2 Officers are required to report to work clean, well groomed, and with a neat appearance and adhere to all GSA Standards per the Contract Guard Information Manual.
- 20.3 ***Union Bulletin Boards:*** A bulletin board will be provided which may be used by the Union for posting notices that are approved by the President of the Local Union or the chief steward and restricted to:
- (a) Notices of union recreational and social affairs;
 - (b) Notices of union elections and nomination sheets for unit officer elections;
 - (c) Notices of union appointments and results of union elections;
 - (d) Notices of union meetings;
 - (e) Notices concerning bona fide union activities such as cooperatives, credit unions, and unemployment compensation information;

Any other notices concerning union affairs that are not political or controversial in nature or adverse to the employer.

In locations where bulletin boards are not allowed, a union bulletin book shall be placed in the desk to be used in the same manner as the bulletin board.

- 20.4 New officers shall be introduced by the Contract Manager or his designee to the chief steward or shift steward during New Hire Orientation or within the first work week on site. Arrangements shall be made for the Local Union representative to brief the new officers on the Union's representative status and this collective bargaining agreement without interruption of security responsibilities.
- 20.5 Regardless of daylight savings time, officers shall be paid for actual hours worked.
- 20.6 Each officer will be granted relief when necessary as soon as coverage for such Officer can be practically arranged.

Article 21: Legality

- 21.1 Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related hereto, the parties may agree upon a replacement for the affected provisions. Such replacement provisions shall become effective immediately upon agreement of the parties without the need for further ratification by the Union membership, and shall remain in effect for the duration of this Agreement.
- 21.2 In the event that any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions.

Article 22: Union Security

It shall be a condition of employment that all Employees of the company covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing. Those who are not members on the effective date of this Agreement shall, on or after the thirtieth (30th) day following the effective date of this Agreement or the execution date, whichever comes later, become and remain members in good standing of the Union. It shall be a condition of employment that all employees of the Company covered by this Agreement and hired on or after its effective date or execution date, whichever comes later, shall on or after the thirtieth (30th) day following the beginning of such employment become and remain members in good standing of the Union. It shall be the responsibility of the Union to enroll new members and forward such enrollment to the Company for payroll action.

The Company will not discipline, enforce or take any other action against an employee as a result issues arising from the union's enforcement of this clause.

22.1 Prohibition by Law

The provisions of Article 22 above shall be deemed to be of no force and effect in any state whose law governs this contract to the extent to which the making or enforcement of such provisions is contrary to Statutes, constitutional amendment or the law of such state; provided, however, that whenever any such court of last resort having jurisdiction of such questions finds the state law to be invalid or inapplicable, the provisions of Section 2.1 above shall immediately thereupon be deemed to cover this bargaining unit or employees directly affected by such declaration of invalidity.

22.3

If the provisions of Article 22.1 above shall be deemed to be of no force and effect, the following shall govern: Employees who are members of the Union on the date of execution of this Agreement, and Employees who join the Union subsequent to the execution hereof, shall retain their membership in the Union as a condition of employment during the term thereof.

Article 23: Dues Check Off

23.1 The employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the employer to do so on a properly executed payroll deduction card in the form attached as Appendix. Such deductions shall be made from the first paycheck of each month or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. Funds deducted shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the first regular payday of the month and the employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld. The employer will provide to the International quarterly reports which will include officer's name, address, city, state, zip code and current wage rates.

23.2 The Union agrees it will promptly furnish to the employer a written schedule of Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month preceding the date that deductions are to be made.

The Union agrees to indemnify the employer against any loss or claim which may arise as a result of the employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the employer any erroneous or improper overpayment made to it.

Article 24: Duration of Agreement

This Agreement shall become effective August 20th, 2007, and shall continue in full force and effect until September 30, 2010 and shall renew itself each successive year thereafter 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 the contract

Article 26: Contract Ratification

This contract shall become enforceable on the effective date specified in Article 25 when signed by the Company's representatives and the Union's representatives. All economics will become effective as specified in the Addendum and signed by the Company's representatives and the Union's representatives.

FOR: Coastal International Security, Inc

Nicole A. Terrell
Nicole A. Terrell
Labor Relations

Aug. 16, 2007
Date

FOR: The International Union Security, Police and Fire Professionals of America & Its Amalgamated Local #571

LOCAL #571

Kennedy 7 Beaufort
Signature

Kennedy 7 Beaufort
Name

Local President 571
Title

16 Aug 07
Date

SPFPA International

Bobby R. Jenkins
Signature

Bobby R. Jenkins
Name

Region 10, Vice President
Title

8-16-07
Date

Appendix A

Addendum to Collective Bargaining Agreement

Whereas, Coastal International Security, Inc (hereinafter referred to as “the Company”) and the International Union Security, Police, and Fire Professionals of America (SPFPA) Local 571 (hereinafter referred to as “the Union”) entered into an Agreement effective October 1, 2007,

Whereas, the Union has been duly designated by the Company’s non-supervisory employees working at the IRS Facility located in Chamblee Georgia at 2386 Chamblee Tucker Road, Chamblee Georgia & 488 Buford Highway, Chamblee Georgia. as their collective bargaining representative, and

Whereas, the aforementioned Agreement provides for the Company and the Union to negotiate wages and fringe benefits for each facility covered thereby and to enter in to an Addendum setting forth those economic terms.

Now therefore, it is hereby agreed as follows:

WAGES

The Employer agrees to pay employees covered by this agreement at the following rates per hour:

Effective October 1, 2007

Armed Officers	\$16.90
Supervisors	\$17.75

Effective October 1, 2008

Armed Officers	\$**
Supervisors	\$**

Effective October 1, 2009

Armed Officers	\$**
Supervisors	\$**

HEALTH & WELFARE

The Employer agrees to pay all employees covered by this agreement, Health & Welfare, as a cash benefit, at the following rates:

Effective October 1, 2007	\$3.16 per regular hour worked up to 40 hours per week
Effective October 1, 2008	** per regular hour worked up to 40 hours per week
Effective October 1, 2009	** per regular hour worked up to 40 hours per week

** The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages & Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party.

Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with this agreement. All provisions of this Agreement, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

VACATION

CURRENT AND CONTINUING:

Vacations may be scheduled with the Employer any time during the year. Employees shall select their vacation period in order of their seniority, where reasonably possible and mutually convenient to the Employer and employee. No more than five percent (5%) of the work force may be on vacation at any time. Earned vacation will be paid in the pay period during which the vacation time is used, and included in the employee's regular paycheck. Vacation time must be taken within one (1) year of its availability. In lieu of taking vacation, an Employee has the option of cashing out no more than 50% of available vacation per year.

During the term of this Agreement, all employees covered by this Agreement shall earn vacation benefits in accordance with the following schedule. All vacation benefits will be paid at the hourly rate in effect at the time of the employee's most recent anniversary date. Accrual of vacation is based upon years of service, without break in service, for CIS, predecessor(s), if any, and/or CIS at the buildings and facilities listed in this Agreement.

- a. 2.31 minutes per hour for all hours worked, up to a maximum of 80 hours, during each preceding biweekly pay period. Leave accruing during the year is available only on the service credit date of an employee's completing one year of service. This equates to a maximum of 80 hours per year and is applicable for employees who have completed one through five years of service.
- b. 3.47 minutes per hour for all hours worked, up to a maximum of 80 hours, during each preceding biweekly pay period. Leave accruing during the year is available only on the service credit date of an employee's completing a year of service. This equates to a maximum of 120 hours per year and is applicable for employees who have completed five through fifteen years of service.
- c. 4.62 minutes per hour for all hours worked, up to a maximum of 80 hours, during each preceding biweekly pay period. Leave accruing during the year is available only on the credit service date of an employee's completing a year of service. This equates to a maximum of 160 hours per year and is applicable for employees who have completed more than fifteen years of service.

HOLIDAYS

The Employer shall grant to all employees the following holidays off with pay (or pay in lieu thereof if normally scheduled to work that weekday), holiday benefits to be paid as specified below provided that the employee shall work their regularly scheduled work day prior to the holiday and after the holiday:

- | | |
|-------------------------------|---------------------|
| 1. New Years Day | 6. Columbus Day |
| 2. Martin Luther King Jr. Day | 7. Veteran's Day |
| 3. Presidents' Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Independence Day | 10. Labor Day |

It is agreed that the above holiday list will be amended to include any day designated by the President of the United States as a permanent National holiday that will be observed and paid by the Federal Government.

Holiday pay will be disbursed a maximum of two weeks after the holiday(s) occurs. It will be paid in accordance with the following formula, which is based upon the employee's regularly scheduled hours worked in the two-week period prior to that in which each holiday occurred.

Formula = Number of hours paid up to a maximum of 80 hours in the two week period
prior to that in which holiday occurs multiplied by .1

An employee who is required to work on a holiday shall receive holiday pay in addition to their regular wage. Holiday pay will not be granted to employees when a holiday falls within a period of leave of absence and/or layoff or if the employee fails to work the last scheduled work day prior to the holiday, the first scheduled work day after the holiday or if the employee fails to report to work on the holiday if they are scheduled to work that day, unless the absence is authorized.

SICK LEAVE

Employees shall earn sick leave benefits at the rate of:

0.69 minutes per hour for all hours worked, up to a maximum of 80 hours, during each preceding biweekly pay period. This equates to a maximum of three days of 8 hours each per year.

The term "hour worked" shall include hours of paid vacation, sick/personal leave and holidays.

Employees may bank/accrue a maximum of 48 hours of sick leave. They may use this sick/personal leave as it accrues so long as it is in increments of at least two hours. For any year in which an employee does not use any of their accrued sick leave, they may choose to be compensated for such leave at their regular rate of pay. Employees will be compensated for all unused sick leave at the time of the termination of their employment.

BEREAVEMENT

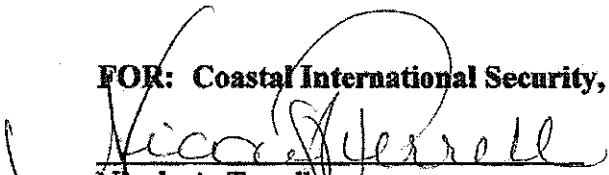
Three Days (3) Bereavement Leave will be paid, up to 24 hours, for a death in the immediate family. Immediate Family is defined as father, mother, spouse, sister, brother, children (including adopted and step-children), father-in-law, mother-in-law, grandparents, and grand children.

PENISON

The Employer shall contribute to the Company Pension Plan at the following rates per hour:

Effective October 1, 2007 \$0.70 per regular hour worked up to 40 hours per week
Effective October 1, 2008 \$*** per regular hour worked up to 40 hours per week
Effective October 1, 2009 \$*** per regular hour worked up to 40 hours per week

FOR: Coastal International Security, Inc



Nicole A. Terrell
Labor Relations

Aug. 16, 2007
Date

**FOR: The International Union Security, Police and Fire Professionals of America
& Its Amalgamated Local #571**

LOCAL #571

SPFPA International

Kennedy F Beaufort
Signature

Bobby R. Jenkins
Signature

Kennedy F Beaufort
Name

Bobby R. Jenkins
Name

Local President 571
Title

Vice President, Region-10
Title

16 Aug 07
Date

8-16-07
Date

WD 05-2115 (Rev.-4) was first posted on www.wdol.gov on 06/05/2007

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2115
Revision No.: 4
Date Of Revision: 05/29/2007

States: Florida, Georgia

Area: Florida Counties of Baker, Clay, Columbia, Duval, Hamilton, Lafayette,
Madison, Nassau, Putnam, Saint Johns, Suwannee, Taylor
Georgia Counties of Brantley, Camden, Charlton, Glynn, Pierce

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.06
01012 - Accounting Clerk II	12.83
01013 - Accounting Clerk III	16.03
01020 - Administrative Assistant	17.65
01040 - Court Reporter	14.34
01051 - Data Entry Operator I	11.02
01052 - Data Entry Operator II	13.15
01060 - Dispatcher, Motor Vehicle	16.38
01070 - Document Preparation Clerk	11.31
01090 - Duplicating Machine Operator	11.31
01111 - General Clerk I	10.37
01112 - General Clerk II	11.80
01113 - General Clerk III	18.09
01120 - Housing Referral Assistant	15.84
01141 - Messenger Courier	10.89
01191 - Order Clerk I	11.14
01192 - Order Clerk II	12.65
01261 - Personnel Assistant (Employment) I	13.07
01262 - Personnel Assistant (Employment) II	14.62
01263 - Personnel Assistant (Employment) III	16.30
01270 - Production Control Clerk	18.04
01280 - Receptionist	9.92
01290 - Rental Clerk	10.35
01300 - Scheduler, Maintenance	12.70
01311 - Secretary I	12.70
01312 - Secretary II	14.21
01313 - Secretary III	15.84
01320 - Service Order Dispatcher	14.31
01410 - Supply Technician	17.65
01420 - Survey Worker	12.23
01531 - Travel Clerk I	11.16
01532 - Travel Clerk II	12.18
01533 - Travel Clerk III	13.12
01611 - Word Processor I	12.42
01612 - Word Processor II	15.29
01613 - Word Processor III	17.11
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.96

05010 - Automotive Electrician	16.74
05040 - Automotive Glass Installer	14.73
05070 - Automotive Worker	14.73
05110 - Mobile Equipment Servicer	12.68
05130 - Motor Equipment Metal Mechanic	17.19
05160 - Motor Equipment Metal Worker	14.73
05190 - Motor Vehicle Mechanic	17.18
05220 - Motor Vehicle Mechanic Helper	12.01
05250 - Motor Vehicle Upholstery Worker	13.71
05280 - Motor Vehicle Wrecker	14.73
05310 - Painter, Automotive	15.73
05340 - Radiator Repair Specialist	14.73
05370 - Tire Repairer	11.70
05400 - Transmission Repair Specialist	17.19
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.52
07041 - Cook I	9.43
07042 - Cook II	10.60
07070 - Dishwasher	7.74
07130 - Food Service Worker	9.16
07210 - Meat Cutter	12.74
07260 - Waiter/Waitress	7.45
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.02
09040 - Furniture Handler	9.62
09080 - Furniture Refinisher	15.02
09090 - Furniture Refinisher Helper	11.17
09110 - Furniture Repairer, Minor	13.09
09130 - Upholsterer	15.02
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.77
11060 - Elevator Operator	8.77
11090 - Gardener	11.90
11122 - Housekeeping Aide	9.27
11150 - Janitor	9.07
11210 - Laborer, Grounds Maintenance	10.47
11240 - Maid or Houseman	8.10
11260 - Pruner	9.95
11270 - Tractor Operator	11.37
11330 - Trail Maintenance Worker	10.47
11360 - Window Cleaner	9.96
12000 - Health Occupations	
12010 - Ambulance Driver	14.18
12011 - Breath Alcohol Technician	16.38
12012 - Certified Occupational Therapist Assistant	22.34
12015 - Certified Physical Therapist Assistant	18.14
12020 - Dental Assistant	14.01
12025 - Dental Hygienist	25.48
12030 - EKG Technician	16.19
12035 - Electroneurodiagnostic Technologist	16.19
12040 - Emergency Medical Technician	14.18
12071 - Licensed Practical Nurse I	15.62
12072 - Licensed Practical Nurse II	17.47
12073 - Licensed Practical Nurse III	18.26
12100 - Medical Assistant	11.64
12130 - Medical Laboratory Technician	16.19
12160 - Medical Record Clerk	11.75
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	12.46
12210 - Nuclear Medicine Technologist	29.90
12221 - Nursing Assistant I	8.91
12222 - Nursing Assistant II	10.02
12223 - Nursing Assistant III	10.94
12224 - Nursing Assistant IV	12.27

12235	- Optical Dispenser	14.53
12236	- Optical Technician	11.02
12250	- Pharmacy Technician	12.19
12280	- Phlebotomist	12.27
12305	- Radiologic Technologist	20.33
12311	- Registered Nurse I	19.87
12312	- Registered Nurse II	24.32
12313	- Registered Nurse II, Specialist	24.32
12314	- Registered Nurse III	29.43
12315	- Registered Nurse III, Anesthetist	29.43
12316	- Registered Nurse IV	35.25
12317	- Scheduler (Drug and Alcohol Testing)	20.28
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	15.19
13012	- Exhibits Specialist II	18.83
13013	- Exhibits Specialist III	23.02
13041	- Illustrator I	15.19
13042	- Illustrator II	18.83
13043	- Illustrator III	23.02
13047	- Librarian	20.84
13050	- Library Aide/Clerk	11.09
13054	- Library Information Technology Systems Administrator	20.85
13058	- Library Technician	12.87
13061	- Media Specialist I	13.40
13062	- Media Specialist II	14.98
13063	- Media Specialist III	16.71
13071	- Photographer I	12.92
13072	- Photographer II	16.00
13073	- Photographer III	18.79
13074	- Photographer IV	22.98
13075	- Photographer V	27.81
13110	- Video Teleconference Technician	14.19
14000	- Information Technology Occupations	
14041	- Computer Operator I	12.73
14042	- Computer Operator II	13.71
14043	- Computer Operator III	16.10
14044	- Computer Operator IV	19.76
14045	- Computer Operator V	21.94
14071	- Computer Programmer I (1)	20.00
14072	- Computer Programmer II (1)	25.72
14073	- Computer Programmer III (1)	27.62
14074	- Computer Programmer IV (1)	27.62
14101	- Computer Systems Analyst I (1)	27.62
14102	- Computer Systems Analyst II (1)	27.62
14103	- Computer Systems Analyst III (1)	27.62
14150	- Peripheral Equipment Operator	15.41
14160	- Personal Computer Support Technician	19.76
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	23.30
15020	- Aircrew Training Devices Instructor (Rated)	28.18
15030	- Air Crew Training Devices Instructor (Pilot)	31.00
15050	- Computer Based Training Specialist / Instructor	24.27
15060	- Educational Technologist	21.05
15070	- Flight Instructor (Pilot)	31.00
15080	- Graphic Artist	20.70
15090	- Technical Instructor	17.21
15095	- Technical Instructor/Course Developer	21.05
15110	- Test Proctor	13.90
15120	- Tutor	13.90
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	7.97
16030	- Counter Attendant	7.97
16040	- Dry Cleaner	10.17
16070	- Finisher, Flatwork, Machine	7.97

16090	- Presser, Hand	7.97
16110	- Presser, Machine, Drycleaning	7.97
16130	- Presser, Machine, Shirts	7.97
16160	- Presser, Machine, Wearing Apparel, Laundry	7.97
16190	- Sewing Machine Operator	10.84
16220	- Tailor	11.51
16250	- Washer, Machine	8.68
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	16.27
19040	- Tool And Die Maker	20.46
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	13.90
21030	- Material Coordinator	18.04
21040	- Material Expediter	18.04
21050	- Material Handling Laborer	10.95
21071	- Order Filler	10.12
21080	- Production Line Worker (Food Processing)	13.90
21110	- Shipping Packer	13.02
21130	- Shipping/Receiving Clerk	13.02
21140	- Store Worker I	8.89
21150	- Stock Clerk	12.68
21210	- Tools And Parts Attendant	13.90
21410	- Warehouse Specialist	13.90
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	21.78
23021	- Aircraft Mechanic I	20.74
23022	- Aircraft Mechanic II	21.78
23023	- Aircraft Mechanic III	22.87
23040	- Aircraft Mechanic Helper	13.18
23050	- Aircraft, Painter	18.05
23060	- Aircraft Servicer	15.45
23080	- Aircraft Worker	16.59
23110	- Appliance Mechanic	15.02
23120	- Bicycle Repairer	12.87
23125	- Cable Splicer	20.33
23130	- Carpenter, Maintenance	15.02
23140	- Carpet Layer	15.91
23160	- Electrician, Maintenance	18.39
23181	- Electronics Technician Maintenance I	20.59
23182	- Electronics Technician Maintenance II	22.67
23183	- Electronics Technician Maintenance III	24.00
23260	- Fabric Worker	14.55
23290	- Fire Alarm System Mechanic	17.39
23310	- Fire Extinguisher Repairer	13.69
23311	- Fuel Distribution System Mechanic	21.25
23312	- Fuel Distribution System Operator	18.23
23370	- General Maintenance Worker	15.08
23380	- Ground Support Equipment Mechanic	20.52
23381	- Ground Support Equipment Servicer	15.38
23382	- Ground Support Equipment Worker	16.52
23391	- Gunsmith I	16.81
23392	- Gunsmith II	18.67
23393	- Gunsmith III	20.74
23410	- Heating, Ventilation And Air-Conditioning Mechanic	17.20
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
18.06		
23430	- Heavy Equipment Mechanic	17.49
23440	- Heavy Equipment Operator	18.30
23460	- Instrument Mechanic	23.03
23465	- Laboratory/Shelter Mechanic	17.02
23470	- Laborer	10.95
23510	- Locksmith	15.02
23530	- Machinery Maintenance Mechanic	20.01
23550	- Machinist, Maintenance	17.75

23580	- Maintenance Trades Helper	11.17
23591	- Metrology Technician I	23.03
23592	- Metrology Technician II	24.17
23593	- Metrology Technician III	25.38
23640	- Millwright	19.60
23710	- Office Appliance Repairer	18.06
23760	- Painter, Maintenance	15.02
23790	- Pipefitter, Maintenance	18.12
23810	- Plumber, Maintenance	17.03
23820	- Pneudraulic Systems Mechanic	18.13
23850	- Rigger	18.23
23870	- Scale Mechanic	15.91
23890	- Sheet-Metal Worker, Maintenance	18.55
23910	- Small Engine Mechanic	14.06
23931	- Telecommunications Mechanic I	20.80
23932	- Telecommunications Mechanic II	22.08
23950	- Telephone Lineman	19.13
23960	- Welder, Combination, Maintenance	15.98
23965	- Well Driller	16.82
23970	- Woodcraft Worker	18.13
23980	- Woodworker	12.11
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	8.00
24580	- Child Care Center Clerk	11.71
24610	- Chore Aide	8.31
24620	- Family Readiness And Support Services Coordinator	12.60
24630	- Homemaker	18.59
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	21.43
25040	- Sewage Plant Operator	20.45
25070	- Stationary Engineer	21.43
25190	- Ventilation Equipment Tender	14.87
25210	- Water Treatment Plant Operator	20.45
27000	- Protective Service Occupations	
27004	- Alarm Monitor	14.85
27007	- Baggage Inspector	9.05
27008	- Corrections Officer	13.12
27010	- Court Security Officer	13.12
27030	- Detection Dog Handler	12.87
27040	- Detention Officer	13.12
27070	- Firefighter	12.05
27101	- Guard I	9.05
27102	- Guard II	12.87
27131	- Police Officer I	18.34
27132	- Police Officer II	20.39
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	10.06
28042	- Carnival Equipment Repairer	9.49
28043	- Carnival Equipment Worker	7.60
28210	- Gate Attendant/Gate Tender	12.36
28310	- Lifeguard	11.01
28350	- Park Attendant (Aide)	13.83
28510	- Recreation Aide/Health Facility Attendant	10.09
28515	- Recreation Specialist	17.03
28630	- Sports Official	11.01
28690	- Swimming Pool Operator	14.87
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	16.34
29020	- Hatch Tender	16.34
29030	- Line Handler	16.34
29041	- Stevedore I	15.26
29042	- Stevedore II	17.48
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (2)	32.97

30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	14.12
30022 - Archeological Technician II	15.80
30023 - Archeological Technician III	18.72
30030 - Cartographic Technician	19.56
30040 - Civil Engineering Technician	19.93
30061 - Drafter/CAD Operator I	13.57
30062 - Drafter/CAD Operator II	16.80
30063 - Drafter/CAD Operator III	18.39
30064 - Drafter/CAD Operator IV	19.96
30081 - Engineering Technician I	11.79
30082 - Engineering Technician II	15.06
30083 - Engineering Technician III	18.49
30084 - Engineering Technician IV	21.71
30085 - Engineering Technician V	26.51
30086 - Engineering Technician VI	32.13
30090 - Environmental Technician	17.40
30210 - Laboratory Technician	20.56
30240 - Mathematical Technician	19.56
30361 - Paralegal/Legal Assistant I	16.52
30362 - Paralegal/Legal Assistant II	20.72
30363 - Paralegal/Legal Assistant III	25.34
30364 - Paralegal/Legal Assistant IV	30.68
30390 - Photo-Optics Technician	19.56
30461 - Technical Writer I	17.38
30462 - Technical Writer II	21.25
30463 - Technical Writer III	24.81
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	17.81
30621 - Weather Observer, Senior (3)	19.80
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.82
31030 - Bus Driver	17.28
31043 - Driver Courier	14.66
31260 - Parking and Lot Attendant	7.66
31290 - Shuttle Bus Driver	14.67
31310 - Taxi Driver	10.31
31361 - Truckdriver, Light	15.41
31362 - Truckdriver, Medium	18.16
31363 - Truckdriver, Heavy	18.36
31364 - Truckdriver, Tractor-Trailer	18.36
99000 - Miscellaneous Occupations	
99030 - Cashier	8.05
99050 - Desk Clerk	9.58
99095 - Embalmer	23.86
99251 - Laboratory Animal Caretaker I	9.50
99252 - Laboratory Animal Caretaker II	9.98
99310 - Mortician	24.27
99410 - Pest Controller	12.98
99510 - Photofinishing Worker	11.10
99710 - Recycling Laborer	11.46
99711 - Recycling Specialist	15.48
99730 - Refuse Collector	10.17
99810 - Sales Clerk	11.42
99820 - School Crossing Guard	9.61
99830 - Survey Party Chief	17.46
99831 - Surveying Aide	9.89
99832 - Surveying Technician	13.56
99840 - Vending Machine Attendant	11.00

99841 - Vending Machine Repairer	13.85
99842 - Vending Machine Repairer Helper	11.00

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 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) 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 links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 05-2131 (Rev.-4) was first posted on www.wdol.gov on 06/05/2007

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2131
Revision No.: 4
Date Of Revision: 05/29/2007

State: Georgia

Area: Georgia Counties of Atkinson, Baker, Ben Hill, Berrien, Brooks, Calhoun,
Clinch, Coffee, Colquitt, Cook, Decatur, Dougherty, Echols, Grady, Irwin, Lanier,
Lee, Lowndes, Mitchell, Randolph, Sumter, Terrell, Thomas, Tift, Turner, Ware, Worth

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	11.68
01012 - Accounting Clerk II	13.88
01013 - Accounting Clerk III	19.10
01020 - Administrative Assistant	16.24
01040 - Court Reporter	12.80
01051 - Data Entry Operator I	10.94
01052 - Data Entry Operator II	12.38
01060 - Dispatcher, Motor Vehicle	14.00
01070 - Document Preparation Clerk	11.42
01090 - Duplicating Machine Operator	11.42
01111 - General Clerk I	10.34
01112 - General Clerk II	11.49
01113 - General Clerk III	12.89
01120 - Housing Referral Assistant	14.30
01141 - Messenger Courier	8.23
01191 - Order Clerk I	10.76
01192 - Order Clerk II	14.83
01261 - Personnel Assistant (Employment) I	13.11
01262 - Personnel Assistant (Employment) II	14.62
01263 - Personnel Assistant (Employment) III	16.29
01270 - Production Control Clerk	20.35
01280 - Receptionist	9.66
01290 - Rental Clerk	10.32
01300 - Scheduler, Maintenance	11.33
01311 - Secretary I	11.33
01312 - Secretary II	12.80
01313 - Secretary III	14.30
01320 - Service Order Dispatcher	13.48
01410 - Supply Technician	16.24
01420 - Survey Worker	12.80
01531 - Travel Clerk I	10.30
01532 - Travel Clerk II	11.20
01533 - Travel Clerk III	11.91
01611 - Word Processor I	11.13
01612 - Word Processor II	13.61
01613 - Word Processor III	15.22
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.57

05010 - Automotive Electrician	15.78
05040 - Automotive Glass Installer	15.13
05070 - Automotive Worker	15.13
05110 - Mobile Equipment Servicer	13.28
05130 - Motor Equipment Metal Mechanic	16.45
05160 - Motor Equipment Metal Worker	15.13
05190 - Motor Vehicle Mechanic	16.45
05220 - Motor Vehicle Mechanic Helper	13.15
05250 - Motor Vehicle Upholstery Worker	14.63
05280 - Motor Vehicle Wrecker	15.13
05310 - Painter, Automotive	15.78
05340 - Radiator Repair Specialist	15.13
05370 - Tire Repairer	13.35
05400 - Transmission Repair Specialist	16.45
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.85
07041 - Cook I	9.10
07042 - Cook II	10.01
07070 - Dishwasher	7.07
07130 - Food Service Worker	7.13
07210 - Meat Cutter	12.30
07260 - Waiter/Waitress	7.38
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.73
09080 - Furniture Refinisher	16.58
09090 - Furniture Refinisher Helper	13.15
09110 - Furniture Repairer, Minor	15.37
09130 - Upholsterer	16.43
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7.78
11060 - Elevator Operator	7.78
11090 - Gardener	11.44
11122 - Housekeeping Aide	7.97
11150 - Janitor	8.50
11210 - Laborer, Grounds Maintenance	10.28
11240 - Maid or Houseman	7.23
11260 - Pruner	9.35
11270 - Tractor Operator	11.43
11330 - Trail Maintenance Worker	10.28
11360 - Window Cleaner	9.92
12000 - Health Occupations	
12010 - Ambulance Driver	14.29
12011 - Breath Alcohol Technician	13.58
12012 - Certified Occupational Therapist Assistant	18.63
12015 - Certified Physical Therapist Assistant	18.63
12020 - Dental Assistant	13.43
12025 - Dental Hygienist	22.01
12030 - EKG Technician	20.58
12035 - Electroneurodiagnostic Technologist	20.58
12040 - Emergency Medical Technician	14.29
12071 - Licensed Practical Nurse I	11.81
12072 - Licensed Practical Nurse II	13.26
12073 - Licensed Practical Nurse III	14.84
12100 - Medical Assistant	11.52
12130 - Medical Laboratory Technician	11.79
12160 - Medical Record Clerk	10.40
12190 - Medical Record Technician	12.93
12195 - Medical Transcriptionist	12.14
12210 - Nuclear Medicine Technologist	29.85
12221 - Nursing Assistant I	8.58
12222 - Nursing Assistant II	9.65
12223 - Nursing Assistant III	10.52
12224 - Nursing Assistant IV	11.83

12235	- Optical Dispenser	13.43
12236	- Optical Technician	12.61
12250	- Pharmacy Technician	12.51
12280	- Phlebotomist	11.83
12305	- Radiologic Technologist	22.21
12311	- Registered Nurse I	17.35
12312	- Registered Nurse II	21.17
12313	- Registered Nurse II, Specialist	21.17
12314	- Registered Nurse III	25.62
12315	- Registered Nurse III, Anesthetist	25.62
12316	- Registered Nurse IV	30.71
12317	- Scheduler (Drug and Alcohol Testing)	16.83
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	17.13
13012	- Exhibits Specialist II	20.41
13013	- Exhibits Specialist III	25.17
13041	- Illustrator I	17.13
13042	- Illustrator II	20.41
13043	- Illustrator III	25.17
13047	- Librarian	23.49
13050	- Library Aide/Clerk	11.51
13054	- Library Information Technology Systems Administrator	21.21
13058	- Library Technician	13.37
13061	- Media Specialist I	14.00
13062	- Media Specialist II	15.66
13063	- Media Specialist III	17.46
13071	- Photographer I	15.59
13072	- Photographer II	17.67
13073	- Photographer III	21.90
13074	- Photographer IV	26.73
13075	- Photographer V	32.42
13110	- Video Teleconference Technician	15.31
14000	- Information Technology Occupations	
14041	- Computer Operator I	12.73
14042	- Computer Operator II	15.17
14043	- Computer Operator III	18.65
14044	- Computer Operator IV	20.70
14045	- Computer Operator V	22.98
14071	- Computer Programmer I (1)	17.44
14072	- Computer Programmer II (1)	21.65
14073	- Computer Programmer III (1)	26.42
14074	- Computer Programmer IV (1)	27.62
14101	- Computer Systems Analyst I (1)	25.56
14102	- Computer Systems Analyst II (1)	27.62
14103	- Computer Systems Analyst III (1)	27.62
14150	- Peripheral Equipment Operator	13.38
14160	- Personal Computer Support Technician	20.70
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	25.56
15020	- Aircrew Training Devices Instructor (Rated)	29.13
15030	- Air Crew Training Devices Instructor (Pilot)	34.05
15050	- Computer Based Training Specialist / Instructor	25.56
15060	- Educational Technologist	23.18
15070	- Flight Instructor (Pilot)	34.05
15080	- Graphic Artist	24.58
15090	- Technical Instructor	18.04
15095	- Technical Instructor/Course Developer	22.06
15110	- Test Proctor	14.56
15120	- Tutor	14.56
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	7.37
16030	- Counter Attendant	7.37
16040	- Dry Cleaner	8.63
16070	- Finisher, Flatwork, Machine	7.37

16090 - Presser, Hand	7.37
16110 - Presser, Machine, Drycleaning	7.37
16130 - Presser, Machine, Shirts	7.37
16160 - Presser, Machine, Wearing Apparel, Laundry	7.37
16190 - Sewing Machine Operator	9.07
16220 - Tailor	9.47
16250 - Washer, Machine	7.79
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.58
19040 - Tool And Die Maker	19.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.88
21030 - Material Coordinator	20.35
21040 - Material Expediter	20.35
21050 - Material Handling Laborer	8.70
21071 - Order Filler	10.48
21080 - Production Line Worker (Food Processing)	12.88
21110 - Shipping Packer	14.54
21130 - Shipping/Receiving Clerk	14.54
21140 - Store Worker I	11.89
21150 - Stock Clerk	15.51
21210 - Tools And Parts Attendant	13.29
21410 - Warehouse Specialist	12.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	18.13
23021 - Aircraft Mechanic I	17.27
23022 - Aircraft Mechanic II	18.13
23023 - Aircraft Mechanic III	19.04
23040 - Aircraft Mechanic Helper	13.15
23050 - Aircraft, Painter	16.86
23060 - Aircraft Servicer	14.41
23080 - Aircraft Worker	15.89
23110 - Appliance Mechanic	16.34
23120 - Bicycle Repairer	13.03
23125 - Cable Splicer	22.07
23130 - Carpenter, Maintenance	16.58
23140 - Carpet Layer	15.89
23160 - Electrician, Maintenance	17.43
23181 - Electronics Technician Maintenance I	18.90
23182 - Electronics Technician Maintenance II	19.69
23183 - Electronics Technician Maintenance III	20.50
23260 - Fabric Worker	15.06
23290 - Fire Alarm System Mechanic	17.27
23310 - Fire Extinguisher Repairer	14.27
23311 - Fuel Distribution System Mechanic	17.27
23312 - Fuel Distribution System Operator	16.68
23370 - General Maintenance Worker	15.17
23380 - Ground Support Equipment Mechanic	17.27
23381 - Ground Support Equipment Servicer	14.41
23382 - Ground Support Equipment Worker	15.89
23391 - Gunsmith I	14.27
23392 - Gunsmith II	15.72
23393 - Gunsmith III	17.00
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.27
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.13
23430 - Heavy Equipment Mechanic	20.39
23440 - Heavy Equipment Operator	16.61
23460 - Instrument Mechanic	19.38
23465 - Laboratory/Shelter Mechanic	16.34
23470 - Laborer	9.54
23510 - Locksmith	16.43
23530 - Machinery Maintenance Mechanic	19.61
23550 - Machinist, Maintenance	17.78

23580	- Maintenance Trades Helper	13.82
23591	- Metrology Technician I	19.38
23592	- Metrology Technician II	20.35
23593	- Metrology Technician III	21.37
23640	- Millwright	17.34
23710	- Office Appliance Repairer	16.34
23760	- Painter, Maintenance	16.79
23790	- Pipefitter, Maintenance	18.45
23810	- Plumber, Maintenance	17.55
23820	- Pneudraulic Systems Mechanic	17.58
23850	- Rigger	17.12
23870	- Scale Mechanic	15.89
23890	- Sheet-Metal Worker, Maintenance	17.27
23910	- Small Engine Mechanic	15.72
23931	- Telecommunications Mechanic I	20.90
23932	- Telecommunications Mechanic II	21.90
23950	- Telephone Lineman	20.90
23960	- Welder, Combination, Maintenance	17.27
23965	- Well Driller	17.27
23970	- Woodcraft Worker	17.63
23980	- Woodworker	14.51
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	8.59
24580	- Child Care Center Clerk	13.19
24610	- Chore Aide	7.25
24620	- Family Readiness And Support Services Coordinator	11.36
24630	- Homemaker	14.66
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	20.71
25040	- Sewage Plant Operator	16.58
25070	- Stationary Engineer	20.90
25190	- Ventilation Equipment Tender	15.20
25210	- Water Treatment Plant Operator	16.58
27000	- Protective Service Occupations	
27004	- Alarm Monitor	11.06
27007	- Baggage Inspector	7.63
27008	- Corrections Officer	12.77
27010	- Court Security Officer	12.61
27030	- Detection Dog Handler	11.06
27040	- Detention Officer	12.77
27070	- Firefighter	11.86
27101	- Guard I	7.63
27102	- Guard II	11.06
27131	- Police Officer I	15.13
27132	- Police Officer II	16.82
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	10.24
28042	- Carnival Equipment Repairer	9.57
28043	- Carnival Equipment Worker	7.97
28210	- Gate Attendant/Gate Tender	12.36
28310	- Lifeguard	11.01
28350	- Park Attendant (Aide)	13.83
28510	- Recreation Aide/Health Facility Attendant	10.09
28515	- Recreation Specialist	13.16
28630	- Sports Official	11.01
28690	- Swimming Pool Operator	14.18
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	15.72
29020	- Hatch Tender	15.72
29030	- Line Handler	15.72
29041	- Stevedore I	15.12
29042	- Stevedore II	16.34
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (2)	32.97

30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	15.39
30022 - Archeological Technician II	17.65
30023 - Archeological Technician III	22.44
30030 - Cartographic Technician	22.44
30040 - Civil Engineering Technician	22.81
30061 - Drafter/CAD Operator I	15.39
30062 - Drafter/CAD Operator II	17.62
30063 - Drafter/CAD Operator III	19.64
30064 - Drafter/CAD Operator IV	21.85
30081 - Engineering Technician I	13.17
30082 - Engineering Technician II	15.39
30083 - Engineering Technician III	17.62
30084 - Engineering Technician IV	21.85
30085 - Engineering Technician V	26.66
30086 - Engineering Technician VI	32.35
30090 - Environmental Technician	21.85
30210 - Laboratory Technician	19.64
30240 - Mathematical Technician	22.44
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	17.91
30363 - Paralegal/Legal Assistant III	20.87
30364 - Paralegal/Legal Assistant IV	25.30
30390 - Photo-Optics Technician	21.85
30461 - Technical Writer I	21.85
30462 - Technical Writer II	26.66
30463 - Technical Writer III	32.35
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	19.17
30621 - Weather Observer, Senior (3)	21.85
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.32
31030 - Bus Driver	15.95
31043 - Driver Courier	13.55
31260 - Parking and Lot Attendant	10.20
31290 - Shuttle Bus Driver	13.55
31310 - Taxi Driver	13.01
31361 - Truckdriver, Light	13.55
31362 - Truckdriver, Medium	14.09
31363 - Truckdriver, Heavy	17.49
31364 - Truckdriver, Tractor-Trailer	17.49
99000 - Miscellaneous Occupations	
99030 - Cashier	7.06
99050 - Desk Clerk	8.74
99095 - Embalmer	20.95
99251 - Laboratory Animal Caretaker I	9.33
99252 - Laboratory Animal Caretaker II	9.80
99310 - Mortician	20.95
99410 - Pest Controller	13.01
99510 - Photofinishing Worker	10.85
99710 - Recycling Laborer	11.84
99711 - Recycling Specialist	12.62
99730 - Refuse Collector	11.28
99810 - Sales Clerk	10.09
99820 - School Crossing Guard	9.92
99830 - Survey Party Chief	17.97
99831 - Surveying Aide	10.59
99832 - Surveying Technician	14.52
99840 - Vending Machine Attendant	13.62

99841 - Vending Machine Repairer	15.86
99842 - Vending Machine Repairer Helper	13.62

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 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) 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

ordance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 05-2133 (Rev.-3) was first posted on www.wdol.gov on 10/09/2007

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

William W.Gross Division of
 Director Wage Determinations

Wage Determination No.: 2005-2133
 Revision No.: 3
 Date Of Revision: 10/04/2007

State: Georgia

Area: Georgia Counties of Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.15
01012 - Accounting Clerk II	14.38
01013 - Accounting Clerk III	16.09
01020 - Administrative Assistant	24.24
01040 - Court Reporter	20.93
01051 - Data Entry Operator I	12.70
01052 - Data Entry Operator II	14.41
01060 - Dispatcher, Motor Vehicle	19.15
01070 - Document Preparation Clerk	12.54
01090 - Duplicating Machine Operator	12.54
01111 - General Clerk I	11.37
01112 - General Clerk II	13.93
01113 - General Clerk III	15.02
01120 - Housing Referral Assistant	21.85
01141 - Messenger Courier	11.03
01191 - Order Clerk I	12.22
01192 - Order Clerk II	13.90
01261 - Personnel Assistant (Employment) I	14.41
01262 - Personnel Assistant (Employment) II	16.93
01263 - Personnel Assistant (Employment) III	19.00
01270 - Production Control Clerk	18.71
01280 - Receptionist	12.58
01290 - Rental Clerk	13.04
01300 - Scheduler, Maintenance	16.03
01311 - Secretary I	14.67
01312 - Secretary II	17.37
01313 - Secretary III	19.86
01320 - Service Order Dispatcher	15.87
01410 - Supply Technician	22.89
01420 - Survey Worker	15.21
01531 - Travel Clerk I	12.89
01532 - Travel Clerk II	14.07
01533 - Travel Clerk III	15.14
01611 - Word Processor I	12.55
01612 - Word Processor II	14.41

01613 - Word Processor III	16.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.25
05010 - Automotive Electrician	20.52
05040 - Automotive Glass Installer	19.22
05070 - Automotive Worker	19.22
05110 - Mobile Equipment Servicer	16.64
05130 - Motor Equipment Metal Mechanic	21.60
05160 - Motor Equipment Metal Worker	19.22
05190 - Motor Vehicle Mechanic	21.60
05220 - Motor Vehicle Mechanic Helper	16.72
05250 - Motor Vehicle Upholstery Worker	18.14
05280 - Motor Vehicle Wrecker	19.22
05310 - Painter, Automotive	20.52
05340 - Radiator Repair Specialist	19.22
05370 - Tire Repairer	13.80
05400 - Transmission Repair Specialist	21.60
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.20
07041 - Cook I	11.46
07042 - Cook II	13.02
07070 - Dishwasher	9.31
07130 - Food Service Worker	9.38
07210 - Meat Cutter	11.60
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.64
09040 - Furniture Handler	12.05
09080 - Furniture Refinisher	15.46
09090 - Furniture Refinisher Helper	11.95
09110 - Furniture Repairer, Minor	14.06
09130 - Upholsterer	15.46
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.22
11060 - Elevator Operator	9.22
11090 - Gardener	13.02
11122 - Housekeeping Aide	9.06
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	10.57
11240 - Maid or Houseman	8.30
11260 - Pruner	13.31
11270 - Tractor Operator	12.55
11330 - Trail Maintenance Worker	10.57
11360 - Window Cleaner	12.46
12000 - Health Occupations	
12010 - Ambulance Driver	14.66
12011 - Breath Alcohol Technician	17.71
12012 - Certified Occupational Therapist Assistant	19.95
12015 - Certified Physical Therapist Assistant	19.95
12020 - Dental Assistant	14.83
12025 - Dental Hygienist	27.79
12030 - EKG Technician	18.61
12035 - Electroneurodiagnostic Technologist	18.61
12040 - Emergency Medical Technician	16.06
12071 - Licensed Practical Nurse I	15.78
12072 - Licensed Practical Nurse II	17.71
12073 - Licensed Practical Nurse III	18.16
12100 - Medical Assistant	14.18
12130 - Medical Laboratory Technician	15.39
12160 - Medical Record Clerk	13.71
12190 - Medical Record Technician	15.03
12195 - Medical Transcriptionist	15.41
12210 - Nuclear Medicine Technologist	28.11
12221 - Nursing Assistant I	8.77

12222	- Nursing Assistant II	9.86
12223	- Nursing Assistant III	10.77
12224	- Nursing Assistant IV	12.08
12235	- Optical Dispenser	15.33
12236	- Optical Technician	15.13
12250	- Pharmacy Technician	13.52
12280	- Phlebotomist	12.08
12305	- Radiologic Technologist	22.40
12311	- Registered Nurse I	24.12
12312	- Registered Nurse II	29.17
12313	- Registered Nurse II, Specialist	29.17
12314	- Registered Nurse III	35.25
12315	- Registered Nurse III, Anesthetist	35.25
12316	- Registered Nurse IV	42.25
12317	- Scheduler (Drug and Alcohol Testing)	15.09
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	18.99
13012	- Exhibits Specialist II	23.52
13013	- Exhibits Specialist III	28.34
13041	- Illustrator I	18.99
13042	- Illustrator II	23.52
13043	- Illustrator III	28.34
13047	- Librarian	26.59
13050	- Library Aide/Clerk	12.17
13054	- Library Information Technology Systems Administrator	24.01
13058	- Library Technician	14.50
13061	- Media Specialist I	14.83
13062	- Media Specialist II	16.60
13063	- Media Specialist III	18.49
13071	- Photographer I	14.44
13072	- Photographer II	15.01
13073	- Photographer III	18.59
13074	- Photographer IV	22.40
13075	- Photographer V	23.86
13110	- Video Teleconference Technician	14.83
14000	- Information Technology Occupations	
14041	- Computer Operator I	16.02
14042	- Computer Operator II	18.39
14043	- Computer Operator III	20.51
14044	- Computer Operator IV	22.79
14045	- Computer Operator V	26.13
14071	- Computer Programmer I	22.81
14072	- Computer Programmer II (1)	23.01
14073	- Computer Programmer III (1)	27.62
14074	- Computer Programmer IV (1)	27.62
14101	- Computer Systems Analyst I (1)	27.62
14102	- Computer Systems Analyst II (1)	27.62
14103	- Computer Systems Analyst III (1)	27.62
14150	- Peripheral Equipment Operator	16.02
14160	- Personal Computer Support Technician	22.79
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	25.01
15020	- Aircrew Training Devices Instructor (Rated)	33.01
15030	- Air Crew Training Devices Instructor (Pilot)	36.31
15050	- Computer Based Training Specialist / Instructor	27.62
15060	- Educational Technologist	23.91
15070	- Flight Instructor (Pilot)	36.31
15080	- Graphic Artist	22.27
15090	- Technical Instructor	21.38
15095	- Technical Instructor/Course Developer	26.17
15110	- Test Proctor	17.59
15120	- Tutor	17.59
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	9.02

16030 - Counter Attendant	9.02
16040 - Dry Cleaner	11.90
16070 - Finisher, Flatwork, Machine	9.02
16090 - Presser, Hand	9.02
16110 - Presser, Machine, Drycleaning	9.02
16130 - Presser, Machine, Shirts	9.02
16160 - Presser, Machine, Wearing Apparel, Laundry	9.02
16190 - Sewing Machine Operator	12.90
16220 - Tailor	13.88
16250 - Washer, Machine	10.09
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.46
19040 - Tool And Die Maker	22.45
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.74
21030 - Material Coordinator	18.71
21040 - Material Expediter	18.71
21050 - Material Handling Laborer	13.01
21071 - Order Filler	11.87
21080 - Production Line Worker (Food Processing)	14.74
21110 - Shipping Packer	13.35
21130 - Shipping/Receiving Clerk	13.35
21140 - Store Worker I	11.48
21150 - Stock Clerk	14.89
21210 - Tools And Parts Attendant	14.74
21410 - Warehouse Specialist	14.74
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.50
23021 - Aircraft Mechanic I	21.52
23022 - Aircraft Mechanic II	22.50
23023 - Aircraft Mechanic III	23.62
23040 - Aircraft Mechanic Helper	15.11
23050 - Aircraft, Painter	18.56
23060 - Aircraft Servicer	17.34
23080 - Aircraft Worker	18.45
23110 - Appliance Mechanic	18.74
23120 - Bicycle Repairer	12.83
23125 - Cable Splicer	20.60
23130 - Carpenter, Maintenance	15.94
23140 - Carpet Layer	16.38
23160 - Electrician, Maintenance	21.69
23181 - Electronics Technician Maintenance I	17.35
23182 - Electronics Technician Maintenance II	23.51
23183 - Electronics Technician Maintenance III	25.98
23260 - Fabric Worker	13.70
23290 - Fire Alarm System Mechanic	17.12
23310 - Fire Extinguisher Repairer	13.81
23311 - Fuel Distribution System Mechanic	19.19
23312 - Fuel Distribution System Operator	16.03
23370 - General Maintenance Worker	16.04
23380 - Ground Support Equipment Mechanic	20.66
23381 - Ground Support Equipment Servicer	17.34
23382 - Ground Support Equipment Worker	18.45
23391 - Gunsmith I	18.31
23392 - Gunsmith II	20.56
23393 - Gunsmith III	21.58
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.81
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
21.85	
23430 - Heavy Equipment Mechanic	21.25
23440 - Heavy Equipment Operator	18.92
23460 - Instrument Mechanic	18.55
23465 - Laboratory/Shelter Mechanic	16.96
23470 - Laborer	10.67

23510	- Locksmith	15.46
23530	- Machinery Maintenance Mechanic	19.58
23550	- Machinist, Maintenance	18.32
23580	- Maintenance Trades Helper	12.53
23591	- Metrology Technician I	18.55
23592	- Metrology Technician II	19.48
23593	- Metrology Technician III	20.45
23640	- Millwright	21.52
23710	- Office Appliance Repairer	18.86
23760	- Painter, Maintenance	15.66
23790	- Pipefitter, Maintenance	20.24
23810	- Plumber, Maintenance	19.27
23820	- Pneudraulic Systems Mechanic	18.66
23850	- Rigger	21.30
23870	- Scale Mechanic	16.38
23890	- Sheet-Metal Worker, Maintenance	19.19
23910	- Small Engine Mechanic	14.58
23931	- Telecommunications Mechanic I	23.31
23932	- Telecommunications Mechanic II	25.73
23950	- Telephone Lineman	19.76
23960	- Welder, Combination, Maintenance	16.33
23965	- Well Driller	16.33
23970	- Woodcraft Worker	18.82
23980	- Woodworker	13.76
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	9.41
24580	- Child Care Center Clerk	11.24
24610	- Chore Aide	10.93
24620	- Family Readiness And Support Services Coordinator	13.45
24630	- Homemaker	15.21
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	21.71
25040	- Sewage Plant Operator	17.01
25070	- Stationary Engineer	21.71
25190	- Ventilation Equipment Tender	13.15
25210	- Water Treatment Plant Operator	16.39
27000	- Protective Service Occupations	
27004	- Alarm Monitor	14.76
27007	- Baggage Inspector	11.03
27008	- Corrections Officer	14.46
27010	- Court Security Officer	15.80
27030	- Detection Dog Handler	15.99
27040	- Detention Officer	15.32
27070	- Firefighter	16.37
27101	- Guard I	11.03
27102	- Guard II	15.99
27131	- Police Officer I	17.27
27132	- Police Officer II	18.65
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	10.16
28042	- Carnival Equipment Repairer	11.81
28043	- Carnival Equipment Worker	7.62
28210	- Gate Attendant/Gate Tender	12.35
28310	- Lifeguard	11.33
28350	- Park Attendant (Aide)	13.95
28510	- Recreation Aide/Health Facility Attendant	8.38
28515	- Recreation Specialist	11.28
28630	- Sports Official	10.74
28690	- Swimming Pool Operator	17.27
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	18.97
29020	- Hatch Tender	18.97
29030	- Line Handler	18.97
29041	- Stevedore I	17.78

29042 - Stevedore II	20.31
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.93
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.39
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.76
30021 - Archeological Technician I	18.67
30022 - Archeological Technician II	20.89
30023 - Archeological Technician III	25.87
30030 - Cartographic Technician	23.52
30040 - Civil Engineering Technician	18.59
30061 - Drafter/CAD Operator I	18.33
30062 - Drafter/CAD Operator II	19.05
30063 - Drafter/CAD Operator III	20.96
30064 - Drafter/CAD Operator IV	25.87
30081 - Engineering Technician I	15.28
30082 - Engineering Technician II	19.31
30083 - Engineering Technician III	20.68
30084 - Engineering Technician IV	24.22
30085 - Engineering Technician V	29.61
30086 - Engineering Technician VI	33.65
30090 - Environmental Technician	22.75
30210 - Laboratory Technician	17.80
30240 - Mathematical Technician	20.68
30361 - Paralegal/Legal Assistant I	18.75
30362 - Paralegal/Legal Assistant II	22.74
30363 - Paralegal/Legal Assistant III	27.75
30364 - Paralegal/Legal Assistant IV	31.07
30390 - Photo-Optics Technician	23.45
30461 - Technical Writer I	23.70
30462 - Technical Writer II	29.01
30463 - Technical Writer III	32.89
30491 - Unexploded Ordnance (UXO) Technician I	21.56
30492 - Unexploded Ordnance (UXO) Technician II	26.08
30493 - Unexploded Ordnance (UXO) Technician III	31.26
30494 - Unexploded (UXO) Safety Escort	21.56
30495 - Unexploded (UXO) Sweep Personnel	21.56
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	20.96
30621 - Weather Observer, Senior (2)	26.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.49
31030 - Bus Driver	17.43
31043 - Driver Courier	13.10
31260 - Parking and Lot Attendant	8.97
31290 - Shuttle Bus Driver	14.30
31310 - Taxi Driver	10.70
31361 - Truckdriver, Light	14.30
31362 - Truckdriver, Medium	15.81
31363 - Truckdriver, Heavy	18.84
31364 - Truckdriver, Tractor-Trailer	18.84
99000 - Miscellaneous Occupations	
99030 - Cashier	9.25
99050 - Desk Clerk	10.05
99095 - Embalmer	20.21
99251 - Laboratory Animal Caretaker I	9.12
99252 - Laboratory Animal Caretaker II	10.03
99310 - Mortician	22.23
99410 - Pest Controller	14.59
99510 - Photofinishing Worker	12.35
99710 - Recycling Laborer	13.97
99711 - Recycling Specialist	15.81
99730 - Refuse Collector	11.89
99810 - Sales Clerk	11.15
99820 - School Crossing Guard	11.32
99830 - Survey Party Chief	18.12

99831 - Surveying Aide	10.63
99832 - Surveying Technician	14.97
99840 - Vending Machine Attendant	11.69
99841 - Vending Machine Repairer	14.27
99842 - Vending Machine Repairer Helper	11.69

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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 links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 05-2135 (Rev.-2) was first posted on www.wdol.gov on 08/07/2007

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

William W.Gross Division of
 Director Wage Determinations

Wage Determination No.: 2005-2135
 Revision No.: 2
 Date Of Revision: 07/30/2007

States: Georgia, South Carolina

Area: Georgia Counties of Burke, Columbia, Elbert, Emanuel, Glascock, Hart,
 Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Taliaferro, Warren, Wilkes
 South Carolina Counties of Aiken, Allendale, Bamberg, Barnwell, Edgefield, McCormick

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.49
01012 - Accounting Clerk II	14.01
01013 - Accounting Clerk III	16.02
01020 - Administrative Assistant	21.25
01040 - Court Reporter	16.72
01051 - Data Entry Operator I	10.74
01052 - Data Entry Operator II	12.17
01060 - Dispatcher, Motor Vehicle	16.72
01070 - Document Preparation Clerk	12.17
01090 - Duplicating Machine Operator	12.17
01111 - General Clerk I	14.15
01112 - General Clerk II	14.49
01113 - General Clerk III	17.13
01120 - Housing Referral Assistant	19.59
01141 - Messenger Courier	8.93
01191 - Order Clerk I	10.51
01192 - Order Clerk II	12.91
01261 - Personnel Assistant (Employment) I	14.53
01262 - Personnel Assistant (Employment) II	16.72
01263 - Personnel Assistant (Employment) III	18.93
01270 - Production Control Clerk	18.19
01280 - Receptionist	11.77
01290 - Rental Clerk	13.83
01300 - Scheduler, Maintenance	15.33
01311 - Secretary I	14.52
01312 - Secretary II	16.33
01313 - Secretary III	18.55
01320 - Service Order Dispatcher	13.71
01410 - Supply Technician	21.25
01420 - Survey Worker	15.27
01531 - Travel Clerk I	10.80
01532 - Travel Clerk II	11.93
01533 - Travel Clerk III	12.86
01611 - Word Processor I	12.24
01612 - Word Processor II	14.23
01613 - Word Processor III	16.51
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.94

05010 - Automotive Electrician	16.16
05040 - Automotive Glass Installer	14.70
05070 - Automotive Worker	15.28
05110 - Mobile Equipment Servicer	12.79
05130 - Motor Equipment Metal Mechanic	17.19
05160 - Motor Equipment Metal Worker	15.28
05190 - Motor Vehicle Mechanic	16.53
05220 - Motor Vehicle Mechanic Helper	12.55
05250 - Motor Vehicle Upholstery Worker	14.27
05280 - Motor Vehicle Wrecker	15.28
05310 - Painter, Automotive	15.54
05340 - Radiator Repair Specialist	15.28
05370 - Tire Repairer	11.29
05400 - Transmission Repair Specialist	17.19
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.87
07041 - Cook I	9.50
07042 - Cook II	10.87
07070 - Dishwasher	7.03
07130 - Food Service Worker	8.15
07210 - Meat Cutter	12.82
07260 - Waiter/Waitress	8.22
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.84
09040 - Furniture Handler	12.10
09080 - Furniture Refinisher	17.84
09090 - Furniture Refinisher Helper	13.88
09110 - Furniture Repairer, Minor	15.74
09130 - Upholsterer	16.49
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.98
11060 - Elevator Operator	8.09
11090 - Gardener	11.46
11122 - Housekeeping Aide	8.30
11150 - Janitor	8.76
11210 - Laborer, Grounds Maintenance	9.04
11240 - Maid or Houseman	7.48
11260 - Pruner	8.09
11270 - Tractor Operator	10.71
11330 - Trail Maintenance Worker	9.04
11360 - Window Cleaner	9.65
12000 - Health Occupations	
12010 - Ambulance Driver	14.21
12011 - Breath Alcohol Technician	13.95
12012 - Certified Occupational Therapist Assistant	18.64
12015 - Certified Physical Therapist Assistant	18.72
12020 - Dental Assistant	12.57
12025 - Dental Hygienist	23.03
12030 - EKG Technician	21.18
12035 - Electroneurodiagnostic Technologist	21.18
12040 - Emergency Medical Technician	14.21
12071 - Licensed Practical Nurse I	12.44
12072 - Licensed Practical Nurse II	13.95
12073 - Licensed Practical Nurse III	15.60
12100 - Medical Assistant	11.91
12130 - Medical Laboratory Technician	13.79
12160 - Medical Record Clerk	12.24
12190 - Medical Record Technician	13.67
12195 - Medical Transcriptionist	12.61
12210 - Nuclear Medicine Technologist	30.84
12221 - Nursing Assistant I	8.05
12222 - Nursing Assistant II	8.67
12223 - Nursing Assistant III	9.86
12224 - Nursing Assistant IV	11.07

12235	- Optical Dispenser	13.72
12236	- Optical Technician	9.27
12250	- Pharmacy Technician	13.79
12280	- Phlebotomist	11.96
12305	- Radiologic Technologist	19.73
12311	- Registered Nurse I	23.07
12312	- Registered Nurse II	25.78
12313	- Registered Nurse II, Specialist	25.78
12314	- Registered Nurse III	31.04
12315	- Registered Nurse III, Anesthetist	31.04
12316	- Registered Nurse IV	37.18
12317	- Scheduler (Drug and Alcohol Testing)	17.28
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	16.70
13012	- Exhibits Specialist II	20.68
13013	- Exhibits Specialist III	25.31
13041	- Illustrator I	18.24
13042	- Illustrator II	21.87
13043	- Illustrator III	26.73
13047	- Librarian	22.91
13050	- Library Aide/Clerk	8.74
13054	- Library Information Technology Systems Administrator	20.68
13058	- Library Technician	14.82
13061	- Media Specialist I	14.74
13062	- Media Specialist II	16.21
13063	- Media Specialist III	17.83
13071	- Photographer I	14.18
13072	- Photographer II	15.88
13073	- Photographer III	19.69
13074	- Photographer IV	24.09
13075	- Photographer V	29.06
13110	- Video Teleconference Technician	14.74
14000	- Information Technology Occupations	
14041	- Computer Operator I	13.40
14042	- Computer Operator II	16.20
14043	- Computer Operator III	19.95
14044	- Computer Operator IV	20.79
14045	- Computer Operator V	24.54
14071	- Computer Programmer I (1)	20.77
14072	- Computer Programmer II (1)	26.50
14073	- Computer Programmer III (1)	27.62
14074	- Computer Programmer IV (1)	27.62
14101	- Computer Systems Analyst I (1)	27.62
14102	- Computer Systems Analyst II (1)	27.62
14103	- Computer Systems Analyst III (1)	27.62
14150	- Peripheral Equipment Operator	13.40
14160	- Personal Computer Support Technician	20.79
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	23.93
15020	- Aircrew Training Devices Instructor (Rated)	31.57
15030	- Air Crew Training Devices Instructor (Pilot)	34.73
15050	- Computer Based Training Specialist / Instructor	26.68
15060	- Educational Technologist	23.40
15070	- Flight Instructor (Pilot)	34.73
15080	- Graphic Artist	20.17
15090	- Technical Instructor	18.17
15095	- Technical Instructor/Course Developer	23.30
15110	- Test Proctor	16.44
15120	- Tutor	16.13
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	7.94
16030	- Counter Attendant	7.94
16040	- Dry Cleaner	9.47
16070	- Finisher, Flatwork, Machine	7.94

16090 - Presser, Hand	7.94
16110 - Presser, Machine, Drycleaning	7.94
16130 - Presser, Machine, Shirts	7.94
16160 - Presser, Machine, Wearing Apparel, Laundry	7.94
16190 - Sewing Machine Operator	10.00
16220 - Tailor	10.55
16250 - Washer, Machine	8.38
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.36
19040 - Tool And Die Maker	20.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.98
21030 - Material Coordinator	18.73
21040 - Material Expediter	18.14
21050 - Material Handling Laborer	10.70
21071 - Order Filler	10.50
21080 - Production Line Worker (Food Processing)	15.98
21110 - Shipping Packer	13.08
21130 - Shipping/Receiving Clerk	11.72
21140 - Store Worker I	9.55
21150 - Stock Clerk	13.56
21210 - Tools And Parts Attendant	15.98
21410 - Warehouse Specialist	15.98
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	19.46
23021 - Aircraft Mechanic I	18.43
23022 - Aircraft Mechanic II	19.46
23023 - Aircraft Mechanic III	20.49
23040 - Aircraft Mechanic Helper	13.32
23050 - Aircraft, Painter	17.32
23060 - Aircraft Servicer	15.35
23080 - Aircraft Worker	16.11
23110 - Appliance Mechanic	16.37
23120 - Bicycle Repairer	11.29
23125 - Cable Splicer	22.85
23130 - Carpenter, Maintenance	17.42
23140 - Carpet Layer	15.52
23160 - Electrician, Maintenance	19.61
23181 - Electronics Technician Maintenance I	15.96
23182 - Electronics Technician Maintenance II	19.16
23183 - Electronics Technician Maintenance III	22.05
23260 - Fabric Worker	14.44
23290 - Fire Alarm System Mechanic	17.34
23310 - Fire Extinguisher Repairer	13.49
23311 - Fuel Distribution System Mechanic	18.33
23312 - Fuel Distribution System Operator	13.46
23370 - General Maintenance Worker	18.06
23380 - Ground Support Equipment Mechanic	18.43
23381 - Ground Support Equipment Servicer	15.35
23382 - Ground Support Equipment Worker	16.41
23391 - Gunsmith I	13.46
23392 - Gunsmith II	15.52
23393 - Gunsmith III	17.52
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.34
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
18.31	
23430 - Heavy Equipment Mechanic	18.37
23440 - Heavy Equipment Operator	17.57
23460 - Instrument Mechanic	20.49
23465 - Laboratory/Shelter Mechanic	16.47
23470 - Laborer	9.43
23510 - Locksmith	16.37
23530 - Machinery Maintenance Mechanic	22.52
23550 - Machinist, Maintenance	17.34

23580	- Maintenance Trades Helper	15.16
23591	- Metrology Technician I	20.49
23592	- Metrology Technician II	21.64
23593	- Metrology Technician III	22.79
23640	- Millwright	19.65
23710	- Office Appliance Repairer	16.37
23760	- Painter, Maintenance	16.37
23790	- Pipefitter, Maintenance	18.23
23810	- Plumber, Maintenance	17.24
23820	- Pneudraulic Systems Mechanic	17.52
23850	- Rigger	17.52
23870	- Scale Mechanic	15.52
23890	- Sheet-Metal Worker, Maintenance	15.94
23910	- Small Engine Mechanic	15.52
23931	- Telecommunications Mechanic I	20.98
23932	- Telecommunications Mechanic II	22.17
23950	- Telephone Lineman	17.34
23960	- Welder, Combination, Maintenance	17.34
23965	- Well Driller	17.52
23970	- Woodcraft Worker	17.52
23980	- Woodworker	15.20
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	10.00
24580	- Child Care Center Clerk	12.76
24610	- Chore Aide	9.28
24620	- Family Readiness And Support Services Coordinator	11.44
24630	- Homemaker	13.93
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	20.75
25040	- Sewage Plant Operator	16.86
25070	- Stationary Engineer	20.75
25190	- Ventilation Equipment Tender	14.67
25210	- Water Treatment Plant Operator	16.86
27000	- Protective Service Occupations	
27004	- Alarm Monitor	11.29
27007	- Baggage Inspector	11.23
27008	- Corrections Officer	14.20
27010	- Court Security Officer	15.23
27030	- Detection Dog Handler	13.40
27040	- Detention Officer	14.20
27070	- Firefighter	16.69
27101	- Guard I	11.23
27102	- Guard II	13.40
27131	- Police Officer I	15.58
27132	- Police Officer II	17.33
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	9.32
28042	- Carnival Equipment Repairer	10.02
28043	- Carnival Equipment Worker	7.16
28210	- Gate Attendant/Gate Tender	12.36
28310	- Lifeguard	11.01
28350	- Park Attendant (Aide)	13.83
28510	- Recreation Aide/Health Facility Attendant	10.09
28515	- Recreation Specialist	16.02
28630	- Sports Official	11.01
28690	- Swimming Pool Operator	17.62
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	18.20
29020	- Hatch Tender	18.20
29030	- Line Handler	18.20
29041	- Stevedore I	16.96
29042	- Stevedore II	19.32
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (2)	32.97

30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73	
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03	
30021 - Archeological Technician I	17.76	
30022 - Archeological Technician II	19.96	
30023 - Archeological Technician III	24.67	
30030 - Cartographic Technician	23.18	
30040 - Civil Engineering Technician	22.00	
30061 - Drafter/CAD Operator I	17.75	
30062 - Drafter/CAD Operator II	19.89	
30063 - Drafter/CAD Operator III	20.89	
30064 - Drafter/CAD Operator IV	24.67	
30081 - Engineering Technician I	14.56	
30082 - Engineering Technician II	16.61	
30083 - Engineering Technician III	18.62	
30084 - Engineering Technician IV	23.08	
30085 - Engineering Technician V	28.24	
30086 - Engineering Technician VI	34.05	
30090 - Environmental Technician	22.95	
30210 - Laboratory Technician	18.00	
30240 - Mathematical Technician	22.95	
30361 - Paralegal/Legal Assistant I	12.34	
30362 - Paralegal/Legal Assistant II	21.57	
30363 - Paralegal/Legal Assistant III	26.38	
30364 - Paralegal/Legal Assistant IV	31.91	
30390 - Photo-Optics Technician	22.95	
30461 - Technical Writer I		21.18
30462 - Technical Writer II	25.90	
30463 - Technical Writer III	31.33	
30491 - Unexploded Ordnance (UXO) Technician I	22.02	
30492 - Unexploded Ordnance (UXO) Technician II	26.64	
30493 - Unexploded Ordnance (UXO) Technician III	31.93	
30494 - Unexploded (UXO) Safety Escort	22.02	
30495 - Unexploded (UXO) Sweep Personnel	22.02	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	17.81	
30621 - Weather Observer, Senior (2)	19.80	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	10.40	
31030 - Bus Driver	12.46	
31043 - Driver Courier	12.49	
31260 - Parking and Lot Attendant	9.90	
31290 - Shuttle Bus Driver	12.49	
31310 - Taxi Driver	9.21	
31361 - Truckdriver, Light	12.49	
31362 - Truckdriver, Medium	13.60	
31363 - Truckdriver, Heavy	16.28	
31364 - Truckdriver, Tractor-Trailer	16.28	
99000 - Miscellaneous Occupations		
99030 - Cashier	8.05	
99050 - Desk Clerk	9.09	
99095 - Embalmer	19.75	
99251 - Laboratory Animal Caretaker I	9.06	
99252 - Laboratory Animal Caretaker III		9.51
99310 - Mortician	21.73	
99410 - Pest Controller	12.55	
99510 - Photofinishing Worker	10.20	
99710 - Recycling Laborer	12.15	
99711 - Recycling Specialist	14.73	
99730 - Refuse Collector	10.87	
99810 - Sales Clerk	9.89	
99820 - School Crossing Guard	10.83	
99830 - Survey Party Chief	20.77	
99831 - Surveying Aide	13.52	
99832 - Surveying Technician	18.47	
99840 - Vending Machine Attendant	13.01	

99841 - Vending Machine Repairer	16.02
99842 - Vending Machine Repairer Helper	13.01

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 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 links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 05-2137 (Rev.-4) was first posted on www.wdol.gov on 06/05/2007

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2137
Revision No.: 4
Date Of Revision: 05/29/2007

States: Alabama, Georgia

Area: Alabama Counties of Chambers, Lee, Randolph, Russell
Georgia Counties of Chattahoochee, Harris, Heard, Marion, Meriwether, Muscogee,
Quitman, Schley, Stewart, Talbot, Taylor, Troup, Webster

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	11.99
01012 - Accounting Clerk II	15.15
01013 - Accounting Clerk III	17.27
01020 - Administrative Assistant	17.18
01040 - Court Reporter	13.61
01051 - Data Entry Operator I	10.55
01052 - Data Entry Operator II	11.72
01060 - Dispatcher, Motor Vehicle	13.22
01070 - Document Preparation Clerk	11.59
01090 - Duplicating Machine Operator	11.59
01111 - General Clerk I	9.77
01112 - General Clerk II	10.67
01113 - General Clerk III	11.97
01120 - Housing Referral Assistant	15.20
01141 - Messenger Courier	9.44
01191 - Order Clerk I	10.04
01192 - Order Clerk II	11.81
01261 - Personnel Assistant (Employment) I	12.32
01262 - Personnel Assistant (Employment) II	14.01
01263 - Personnel Assistant (Employment) III	15.65
01270 - Production Control Clerk	16.10
01280 - Receptionist	10.26
01290 - Rental Clerk	9.55
01300 - Scheduler, Maintenance	11.96
01311 - Secretary I	11.96
01312 - Secretary II	13.61
01313 - Secretary III	15.20
01320 - Service Order Dispatcher	11.61
01410 - Supply Technician	17.18
01420 - Survey Worker	10.87
01531 - Travel Clerk I	10.54
01532 - Travel Clerk II	11.34
01533 - Travel Clerk III	12.00
01611 - Word Processor I	10.65
01612 - Word Processor II	11.97
01613 - Word Processor III	14.23
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	16.79

05010 - Automotive Electrician	16.02
05040 - Automotive Glass Installer	14.49
05070 - Automotive Worker	14.49
05110 - Mobile Equipment Servicer	12.69
05130 - Motor Equipment Metal Mechanic	16.28
05160 - Motor Equipment Metal Worker	14.49
05190 - Motor Vehicle Mechanic	16.30
05220 - Motor Vehicle Mechanic Helper	12.60
05250 - Motor Vehicle Upholstery Worker	14.17
05280 - Motor Vehicle Wrecker	14.49
05310 - Painter, Automotive	15.44
05340 - Radiator Repair Specialist	14.49
05370 - Tire Repairer	10.21
05400 - Transmission Repair Specialist	16.28
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.33
07041 - Cook I	8.59
07042 - Cook II	10.21
07070 - Dishwasher	7.11
07130 - Food Service Worker	7.62
07210 - Meat Cutter	11.13
07260 - Waiter/Waitress	6.93
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.36
09040 - Furniture Handler	10.16
09080 - Furniture Refinisher	12.85
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	13.78
09130 - Upholsterer	15.36
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.17
11060 - Elevator Operator	7.81
11090 - Gardener	9.75
11122 - Housekeeping Aide	7.82
11150 - Janitor	7.81
11210 - Laborer, Grounds Maintenance	9.25
11240 - Maid or Houseman	6.85
11260 - Pruner	8.07
11270 - Tractor Operator	10.87
11330 - Trail Maintenance Worker	9.25
11360 - Window Cleaner	8.59
12000 - Health Occupations	
12010 - Ambulance Driver	13.04
12011 - Breath Alcohol Technician	14.40
12012 - Certified Occupational Therapist Assistant	19.75
12015 - Certified Physical Therapist Assistant	19.75
12020 - Dental Assistant	13.37
12025 - Dental Hygienist	29.85
12030 - EKG Technician	20.58
12035 - Electroneurodiagnostic Technologist	20.58
12040 - Emergency Medical Technician	13.04
12071 - Licensed Practical Nurse I	12.88
12072 - Licensed Practical Nurse II	14.40
12073 - Licensed Practical Nurse III	16.05
12100 - Medical Assistant	11.12
12130 - Medical Laboratory Technician	13.88
12160 - Medical Record Clerk	12.50
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	13.15
12210 - Nuclear Medicine Technologist	31.49
12221 - Nursing Assistant I	8.43
12222 - Nursing Assistant II	9.48
12223 - Nursing Assistant III	10.36
12224 - Nursing Assistant IV	11.60

12235 - Optical Dispenser	13.45
12236 - Optical Technician	12.87
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.60
12305 - Radiologic Technologist	20.30
12311 - Registered Nurse I	18.22
12312 - Registered Nurse II	22.30
12313 - Registered Nurse II, Specialist	22.30
12314 - Registered Nurse III	26.98
12315 - Registered Nurse III, Anesthetist	26.98
12316 - Registered Nurse IV	32.33
12317 - Scheduler (Drug and Alcohol Testing)	17.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.34
13012 - Exhibits Specialist II	21.98
13013 - Exhibits Specialist III	27.04
13041 - Illustrator I	18.34
13042 - Illustrator II	21.98
13043 - Illustrator III	27.04
13047 - Librarian	25.16
13050 - Library Aide/Clerk	9.69
13054 - Library Information Technology Systems Administrator	22.17
13058 - Library Technician	16.17
13061 - Media Specialist I	13.84
13062 - Media Specialist II	15.48
13063 - Media Specialist III	17.26
13071 - Photographer I	11.52
13072 - Photographer II	13.25
13073 - Photographer III	15.88
13074 - Photographer IV	19.53
13075 - Photographer V	23.61
13110 - Video Teleconference Technician	12.67
14000 - Information Technology Occupations	
14041 - Computer Operator I	11.98
14042 - Computer Operator II	13.72
14043 - Computer Operator III	16.30
14044 - Computer Operator IV	18.10
14045 - Computer Operator V	20.05
14071 - Computer Programmer I (1)	17.66
14072 - Computer Programmer II (1)	21.89
14073 - Computer Programmer III (1)	26.69
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	23.29
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	11.98
14160 - Personal Computer Support Technician	18.10
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	20.23
15020 - Aircrew Training Devices Instructor (Rated)	25.61
15030 - Air Crew Training Devices Instructor (Pilot)	28.17
15050 - Computer Based Training Specialist / Instructor	21.18
15060 - Educational Technologist	22.72
15070 - Flight Instructor (Pilot)	28.17
15080 - Graphic Artist	17.25
15090 - Technical Instructor	16.81
15095 - Technical Instructor/Course Developer	20.56
15110 - Test Proctor	13.57
15120 - Tutor	13.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.35
16030 - Counter Attendant	7.35
16040 - Dry Cleaner	8.93
16070 - Finisher, Flatwork, Machine	7.35

16090 - Presser, Hand	7.35
16110 - Presser, Machine, Drycleaning	7.35
16130 - Presser, Machine, Shirts	7.35
16160 - Presser, Machine, Wearing Apparel, Laundry	7.35
16190 - Sewing Machine Operator	9.45
16220 - Tailor	9.96
16250 - Washer, Machine	7.85
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.47
19040 - Tool And Die Maker	18.73
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.17
21030 - Material Coordinator	16.10
21040 - Material Expediter	16.10
21050 - Material Handling Laborer	11.19
21071 - Order Filler	11.23
21080 - Production Line Worker (Food Processing)	12.17
21110 - Shipping Packer	11.96
21130 - Shipping/Receiving Clerk	11.96
21140 - Store Worker I	9.60
21150 - Stock Clerk	12.53
21210 - Tools And Parts Attendant	12.17
21410 - Warehouse Specialist	12.17
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	18.94
23021 - Aircraft Mechanic I	18.04
23022 - Aircraft Mechanic II	18.94
23023 - Aircraft Mechanic III	19.89
23040 - Aircraft Mechanic Helper	13.25
23050 - Aircraft, Painter	17.07
23060 - Aircraft Servicer	15.16
23080 - Aircraft Worker	16.11
23110 - Appliance Mechanic	15.36
23120 - Bicycle Repairer	10.21
23125 - Cable Splicer	19.11
23130 - Carpenter, Maintenance	14.17
23140 - Carpet Layer	14.49
23160 - Electrician, Maintenance	15.99
23181 - Electronics Technician Maintenance I	17.69
23182 - Electronics Technician Maintenance II	20.47
23183 - Electronics Technician Maintenance III	23.23
23260 - Fabric Worker	13.64
23290 - Fire Alarm System Mechanic	16.12
23310 - Fire Extinguisher Repairer	12.78
23311 - Fuel Distribution System Mechanic	16.23
23312 - Fuel Distribution System Operator	12.65
23370 - General Maintenance Worker	13.53
23380 - Ground Support Equipment Mechanic	18.04
23381 - Ground Support Equipment Servicer	15.16
23382 - Ground Support Equipment Worker	16.11
23391 - Gunsmith I	14.12
23392 - Gunsmith II	16.01
23393 - Gunsmith III	17.93
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.00
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
16.80	
23430 - Heavy Equipment Mechanic	17.31
23440 - Heavy Equipment Operator	13.13
23460 - Instrument Mechanic	16.23
23465 - Laboratory/Shelter Mechanic	16.97
23470 - Laborer	8.52
23510 - Locksmith	15.36
23530 - Machinery Maintenance Mechanic	16.32
23550 - Machinist, Maintenance	15.30

23580	- Maintenance Trades Helper	10.57
23591	- Metrology Technician I	16.23
23592	- Metrology Technician II	17.04
23593	- Metrology Technician III	17.90
23640	- Millwright	18.87
23710	- Office Appliance Repairer	16.43
23760	- Painter, Maintenance	14.17
23790	- Pipefitter, Maintenance	17.55
23810	- Plumber, Maintenance	16.67
23820	- Pneudraulic Systems Mechanic	16.23
23850	- Rigger	16.23
23870	- Scale Mechanic	14.49
23890	- Sheet-Metal Worker, Maintenance	14.91
23910	- Small Engine Mechanic	14.49
23931	- Telecommunications Mechanic I	17.72
23932	- Telecommunications Mechanic II	18.61
23950	- Telephone Lineman	16.11
23960	- Welder, Combination, Maintenance	14.91
23965	- Well Driller	16.23
23970	- Woodcraft Worker	16.23
23980	- Woodworker	11.63
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	10.10
24580	- Child Care Center Clerk	12.63
24610	- Chore Aide	9.10
24620	- Family Readiness And Support Services Coordinator	11.30
24630	- Homemaker	15.32
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	16.83
25040	- Sewage Plant Operator	15.44
25070	- Stationary Engineer	16.83
25190	- Ventilation Equipment Tender	12.39
25210	- Water Treatment Plant Operator	14.66
27000	- Protective Service Occupations	
27004	- Alarm Monitor	12.67
27007	- Baggage Inspector	11.13
27008	- Corrections Officer	16.85
27010	- Court Security Officer	14.92
27030	- Detection Dog Handler	14.16
27040	- Detention Officer	16.85
27070	- Firefighter	15.68
27101	- Guard I	11.13
27102	- Guard II	14.16
27131	- Police Officer I	16.23
27132	- Police Officer II	18.04
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	8.95
28042	- Carnival Equipment Repairer	8.03
28043	- Carnival Equipment Worker	6.93
28210	- Gate Attendant/Gate Tender	12.36
28310	- Lifeguard	11.01
28350	- Park Attendant (Aide)	13.83
28510	- Recreation Aide/Health Facility Attendant	10.09
28515	- Recreation Specialist	14.06
28630	- Sports Official	11.01
28690	- Swimming Pool Operator	14.94
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	14.78
29020	- Hatch Tender	14.78
29030	- Line Handler	14.78
29041	- Stevedore I	13.71
29042	- Stevedore II	15.36
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (2)	32.97

30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	14.31
30022 - Archeological Technician II	16.10
30023 - Archeological Technician III	19.87
30030 - Cartographic Technician	19.94
30040 - Civil Engineering Technician	19.94
30061 - Drafter/CAD Operator I	14.37
30062 - Drafter/CAD Operator II	16.09
30063 - Drafter/CAD Operator III	17.94
30064 - Drafter/CAD Operator IV	21.09
30081 - Engineering Technician I	13.53
30082 - Engineering Technician II	15.05
30083 - Engineering Technician III	16.90
30084 - Engineering Technician IV	20.84
30085 - Engineering Technician V	25.53
30086 - Engineering Technician VI	30.93
30090 - Environmental Technician	19.94
30210 - Laboratory Technician	16.05
30240 - Mathematical Technician	19.94
30361 - Paralegal/Legal Assistant I	16.12
30362 - Paralegal/Legal Assistant II	20.23
30363 - Paralegal/Legal Assistant III	24.74
30364 - Paralegal/Legal Assistant IV	29.93
30390 - Photo-Optics Technician	19.94
30461 - Technical Writer I	17.98
30462 - Technical Writer II	21.99
30463 - Technical Writer III	26.25
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	17.13
30621 - Weather Observer, Senior (3)	19.04
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.47
31030 - Bus Driver	11.83
31043 - Driver Courier	10.53
31260 - Parking and Lot Attendant	8.74
31290 - Shuttle Bus Driver	10.53
31310 - Taxi Driver	10.47
31361 - Truckdriver, Light	10.53
31362 - Truckdriver, Medium	11.23
31363 - Truckdriver, Heavy	14.22
31364 - Truckdriver, Tractor-Trailer	14.22
99000 - Miscellaneous Occupations	
99030 - Cashier	7.53
99050 - Desk Clerk	9.18
99095 - Embalmer	22.58
99251 - Laboratory Animal Caretaker I	8.05
99252 - Laboratory Animal Caretaker II	8.64
99310 - Mortician	22.64
99410 - Pest Controller	11.80
99510 - Photofinishing Worker	11.01
99710 - Recycling Laborer	10.12
99711 - Recycling Specialist	12.78
99730 - Refuse Collector	9.66
99810 - Sales Clerk	10.04
99820 - School Crossing Guard	10.14
99830 - Survey Party Chief	12.22
99831 - Surveying Aide	8.66
99832 - Surveying Technician	11.84
99840 - Vending Machine Attendant	13.12

99841 - Vending Machine Repairer	13.59
99842 - Vending Machine Repairer Helper	13.12

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 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

ordance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 05-2139 (Rev.-3) was first posted on www.wdol.gov on 06/05/2007

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2139
Revision No.: 3
Date Of Revision: 05/29/2007

State: Georgia

Area: Georgia Counties of Baldwin, Bibb, Bleckley, Crawford, Crisp, Dodge, Dooly, Hancock, Houston, Jasper, Johnson, Jones, Lamar, Laurens, Macon, Monroe, Montgomery, Peach, Pike, Pulaski, Putnam, Telfair, Treutlen, Twiggs, Upson, Washington, Wheeler, Wilcox, Wilkinson

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	10.65
01012 - Accounting Clerk II	12.70
01013 - Accounting Clerk III	15.43
01020 - Administrative Assistant	17.56
01040 - Court Reporter	13.27
01051 - Data Entry Operator I	10.35
01052 - Data Entry Operator II	12.40
01060 - Dispatcher, Motor Vehicle	13.35
01070 - Document Preparation Clerk	10.35
01090 - Duplicating Machine Operator	10.35
01111 - General Clerk I	9.63
01112 - General Clerk II	10.55
01113 - General Clerk III	11.84
01120 - Housing Referral Assistant	15.82
01141 - Messenger Courier	9.41
01191 - Order Clerk I	11.55
01192 - Order Clerk II	13.69
01261 - Personnel Assistant (Employment) I	13.60
01262 - Personnel Assistant (Employment) II	14.95
01263 - Personnel Assistant (Employment) III	16.70
01270 - Production Control Clerk	19.94
01280 - Receptionist	10.51
01290 - Rental Clerk	9.95
01300 - Scheduler, Maintenance	11.96
01311 - Secretary I	11.96
01312 - Secretary II	13.27
01313 - Secretary III	15.82
01320 - Service Order Dispatcher	11.48
01410 - Supply Technician	17.56
01420 - Survey Worker	11.92
01531 - Travel Clerk I	10.02
01532 - Travel Clerk II	10.89
01533 - Travel Clerk III	11.75
01611 - Word Processor I	12.17
01612 - Word Processor II	13.28
01613 - Word Processor III	14.68
05000 - Automotive Service Occupations	

05005 - Automobile Body Repairer, Fiberglass	20.21
05010 - Automotive Electrician	16.40
05040 - Automotive Glass Installer	15.77
05070 - Automotive Worker	15.77
05110 - Mobile Equipment Servicer	14.51
05130 - Motor Equipment Metal Mechanic	17.05
05160 - Motor Equipment Metal Worker	15.77
05190 - Motor Vehicle Mechanic	16.16
05220 - Motor Vehicle Mechanic Helper	13.88
05250 - Motor Vehicle Upholstery Worker	15.14
05280 - Motor Vehicle Wrecker	15.77
05310 - Painter, Automotive	16.40
05340 - Radiator Repair Specialist	15.77
05370 - Tire Repairer	14.01
05400 - Transmission Repair Specialist	17.05
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.25
07041 - Cook I	7.67
07042 - Cook II	8.97
07070 - Dishwasher	6.83
07130 - Food Service Worker	8.21
07210 - Meat Cutter	13.23
07260 - Waiter/Waitress	7.45
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.55
09040 - Furniture Handler	11.83
09080 - Furniture Refinisher	16.55
09090 - Furniture Refinisher Helper	14.01
09110 - Furniture Repairer, Minor	15.28
09130 - Upholsterer	16.55
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.26
11060 - Elevator Operator	8.05
11090 - Gardener	11.81
11122 - Housekeeping Aide	8.05
11150 - Janitor	8.14
11210 - Laborer, Grounds Maintenance	9.57
11240 - Maid or Houseman	7.00
11260 - Pruner	8.29
11270 - Tractor Operator	11.31
11330 - Trail Maintenance Worker	9.57
11360 - Window Cleaner	9.18
12000 - Health Occupations	
12010 - Ambulance Driver	11.97
12011 - Breath Alcohol Technician	14.44
12012 - Certified Occupational Therapist Assistant	19.77
12015 - Certified Physical Therapist Assistant	25.63
12020 - Dental Assistant	14.44
12025 - Dental Hygienist	18.94
12030 - EKG Technician	21.89
12035 - Electroneurodiagnostic Technologist	21.89
12040 - Emergency Medical Technician	11.97
12071 - Licensed Practical Nurse I	12.81
12072 - Licensed Practical Nurse II	14.43
12073 - Licensed Practical Nurse III	16.10
12100 - Medical Assistant	12.92
12130 - Medical Laboratory Technician	12.97
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	14.43
12195 - Medical Transcriptionist	12.81
12210 - Nuclear Medicine Technologist	31.75
12221 - Nursing Assistant I	9.19
12222 - Nursing Assistant II	10.37
12223 - Nursing Assistant III	11.31

12224	- Nursing Assistant IV	12.70
12235	- Optical Dispenser	16.27
12236	- Optical Technician	11.74
12250	- Pharmacy Technician	11.63
12280	- Phlebotomist	12.70
12305	- Radiologic Technologist	22.14
12311	- Registered Nurse I	22.39
12312	- Registered Nurse II	27.43
12313	- Registered Nurse II, Specialist	27.43
12314	- Registered Nurse III	33.13
12315	- Registered Nurse III, Anesthetist	33.13
12316	- Registered Nurse IV	39.69
12317	- Scheduler (Drug and Alcohol Testing)	17.90
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	17.01
13012	- Exhibits Specialist II	22.07
13013	- Exhibits Specialist III	25.74
13041	- Illustrator I	17.01
13042	- Illustrator II	21.95
13043	- Illustrator III	25.74
13047	- Librarian	24.61
13050	- Library Aide/Clerk	10.88
13054	- Library Information Technology Systems Administrator	22.65
13058	- Library Technician	17.94
13061	- Media Specialist I	13.98
13062	- Media Specialist II	15.64
13063	- Media Specialist III	17.44
13071	- Photographer I	13.24
13072	- Photographer II	17.09
13073	- Photographer III	20.02
13074	- Photographer IV	24.50
13075	- Photographer V	29.66
13110	- Video Teleconference Technician	16.04
14000	- Information Technology Occupations	
14041	- Computer Operator I	13.13
14042	- Computer Operator II	15.50
14043	- Computer Operator III	17.90
14044	- Computer Operator IV	20.36
14045	- Computer Operator V	23.71
14071	- Computer Programmer I (1)	18.50
14072	- Computer Programmer II (1)	22.94
14073	- Computer Programmer III (1)	27.62
14074	- Computer Programmer IV (1)	27.62
14101	- Computer Systems Analyst I (1)	27.62
14102	- Computer Systems Analyst II (1)	27.62
14103	- Computer Systems Analyst III (1)	27.62
14150	- Peripheral Equipment Operator	13.13
14160	- Personal Computer Support Technician	22.40
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	25.92
15020	- Aircrew Training Devices Instructor (Rated)	31.35
15030	- Air Crew Training Devices Instructor (Pilot)	34.49
15050	- Computer Based Training Specialist / Instructor	29.61
15060	- Educational Technologist	24.51
15070	- Flight Instructor (Pilot)	34.49
15080	- Graphic Artist	16.42
15090	- Technical Instructor	18.41
15095	- Technical Instructor/Course Developer	22.51
15110	- Test Proctor	14.86
15120	- Tutor	14.86
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	7.57
16030	- Counter Attendant	7.57
16040	- Dry Cleaner	8.86

16070	- Finisher, Flatwork, Machine	7.57
16090	- Presser, Hand	7.57
16110	- Presser, Machine, Drycleaning	7.57
16130	- Presser, Machine, Shirts	7.57
16160	- Presser, Machine, Wearing Apparel, Laundry	7.57
16190	- Sewing Machine Operator	9.90
16220	- Tailor	9.71
16250	- Washer, Machine	8.01
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	19.58
19040	- Tool And Die Maker	22.65
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	13.51
21030	- Material Coordinator	19.94
21040	- Material Expediter	19.94
21050	- Material Handling Laborer	11.91
21071	- Order Filler	10.76
21080	- Production Line Worker (Food Processing)	13.90
21110	- Shipping Packer	11.37
21130	- Shipping/Receiving Clerk	12.01
21140	- Store Worker I	12.35
21150	- Stock Clerk	15.41
21210	- Tools And Parts Attendant	15.99
21410	- Warehouse Specialist	15.99
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	21.62
23021	- Aircraft Mechanic I	20.59
23022	- Aircraft Mechanic II	21.62
23023	- Aircraft Mechanic III	22.70
23040	- Aircraft Mechanic Helper	16.77
23050	- Aircraft, Painter	19.50
23060	- Aircraft Servicer	18.29
23080	- Aircraft Worker	19.04
23110	- Appliance Mechanic	18.03
23120	- Bicycle Repairer	14.01
23125	- Cable Splicer	22.48
23130	- Carpenter, Maintenance	16.39
23140	- Carpet Layer	18.01
23160	- Electrician, Maintenance	18.95
23181	- Electronics Technician Maintenance I	21.40
23182	- Electronics Technician Maintenance II	22.46
23183	- Electronics Technician Maintenance III	23.33
23260	- Fabric Worker	15.49
23290	- Fire Alarm System Mechanic	17.04
23310	- Fire Extinguisher Repairer	14.78
23311	- Fuel Distribution System Mechanic	19.21
23312	- Fuel Distribution System Operator	16.12
23370	- General Maintenance Worker	15.76
23380	- Ground Support Equipment Mechanic	20.59
23381	- Ground Support Equipment Servicer	18.29
23382	- Ground Support Equipment Worker	19.04
23391	- Gunsmith I	14.78
23392	- Gunsmith II	16.20
23393	- Gunsmith III	17.61
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.36
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
19.28		
23430	- Heavy Equipment Mechanic	18.18
23440	- Heavy Equipment Operator	14.64
23460	- Instrument Mechanic	18.74
23465	- Laboratory/Shelter Mechanic	16.91
23470	- Laborer	9.96
23510	- Locksmith	16.39
23530	- Machinery Maintenance Mechanic	20.16

23550 - Machinist, Maintenance	18.50
23580 - Maintenance Trades Helper	13.87
23591 - Metrology Technician I	18.74
23592 - Metrology Technician II	19.68
23593 - Metrology Technician III	20.66
23640 - Millwright	20.47
23710 - Office Appliance Repairer	16.39
23760 - Painter, Maintenance	16.87
23790 - Pipefitter, Maintenance	17.04
23810 - Plumber, Maintenance	16.39
23820 - Pneudraulic Systems Mechanic	17.61
23850 - Rigger	17.61
23870 - Scale Mechanic	16.20
23890 - Sheet-Metal Worker, Maintenance	20.33
23910 - Small Engine Mechanic	15.76
23931 - Telecommunications Mechanic I	18.92
23932 - Telecommunications Mechanic II	19.62
23950 - Telephone Lineman	18.92
23960 - Welder, Combination, Maintenance	17.04
23965 - Well Driller	17.20
23970 - Woodcraft Worker	17.61
23980 - Woodworker	14.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.52
24580 - Child Care Center Clerk	10.40
24610 - Chore Aide	8.10
24620 - Family Readiness And Support Services Coordinator	11.18
24630 - Homemaker	11.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.44
25040 - Sewage Plant Operator	16.39
25070 - Stationary Engineer	20.44
25190 - Ventilation Equipment Tender	15.26
25210 - Water Treatment Plant Operator	16.39
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.89
27007 - Baggage Inspector	10.43
27008 - Corrections Officer	12.74
27010 - Court Security Officer	14.30
27030 - Detection Dog Handler	12.42
27040 - Detention Officer	12.74
27070 - Firefighter	14.90
27101 - Guard I	10.43
27102 - Guard II	12.42
27131 - Police Officer I	15.70
27132 - Police Officer II	17.45
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	7.59
28042 - Carnival Equipment Repairer	7.93
28043 - Carnival Equipment Worker	6.68
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	11.75
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	12.91
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.39
29020 - Hatch Tender	18.39
29030 - Line Handler	18.39
29041 - Stevedore I	17.74
29042 - Stevedore II	19.20
30000 - Technical Occupations	

30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	13.55
30022 - Archeological Technician II	15.20
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30030 - Cartographic Technician	22.67
30040 - Civil Engineering Technician	20.10
30061 - Drafter/CAD Operator I	17.64
30062 - Drafter/CAD Operator II	20.31
30063 - Drafter/CAD Operator III	20.53
30064 - Drafter/CAD Operator IV	22.67
30081 - Engineering Technician I	12.69
30082 - Engineering Technician II	14.24
30083 - Engineering Technician III	15.94
30084 - Engineering Technician IV	19.73
30085 - Engineering Technician V	24.84
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30210 - Laboratory Technician	18.09
30240 - Mathematical Technician	20.10
30361 - Paralegal/Legal Assistant I	16.19
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30363 - Paralegal/Legal Assistant III	25.26
30364 - Paralegal/Legal Assistant IV	30.54
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30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	16.65
30621 - Weather Observer, Senior (3)	18.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.26
31030 - Bus Driver	12.75
31043 - Driver Courier	12.07
31260 - Parking and Lot Attendant	9.86
31290 - Shuttle Bus Driver	12.29
31310 - Taxi Driver	9.45
31361 - Truckdriver, Light	12.78
31362 - Truckdriver, Medium	13.49
31363 - Truckdriver, Heavy	16.70
31364 - Truckdriver, Tractor-Trailer	16.70
99000 - Miscellaneous Occupations	
99030 - Cashier	7.55
99050 - Desk Clerk	8.26
99095 - Embalmer	20.95
99251 - Laboratory Animal Caretaker I	9.27
99252 - Laboratory Animal Caretaker II	9.75
99310 - Mortician	20.95
99410 - Pest Controller	13.34
99510 - Photofinishing Worker	9.83
99710 - Recycling Laborer	11.07
99711 - Recycling Specialist	13.82
99730 - Refuse Collector	10.17
99810 - Sales Clerk	10.02
99820 - School Crossing Guard	8.61
99830 - Survey Party Chief	13.98
99831 - Surveying Aide	10.79
99832 - Surveying Technician	12.72

99840 - Vending Machine Attendant	12.91
99841 - Vending Machine Repairer	14.67
99842 - Vending Machine Repairer Helper	12.91

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 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 links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 05-2141 (Rev.-5) was first posted on www.wdol.gov on 06/05/2007

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

William W.Gross Division of
 Director Wage Determinations

Wage Determination No.: 2005-2141
 Revision No.: 5
 Date Of Revision: 05/29/2007

States: Georgia, South Carolina

Area: Georgia Counties of Appling, Bacon, Bryan, Bulloch, Candler, Chatham,
 Effingham, Evans, Jeff Davis, Liberty, Long, McIntosh, Screven, Tattnall, Toombs,
 Wayne
 South Carolina Counties of Hampton, Jasper

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	11.60
01012 - Accounting Clerk II	13.24
01013 - Accounting Clerk III	14.73
01020 - Administrative Assistant	16.31
01040 - Court Reporter	13.33
01051 - Data Entry Operator I	10.63
01052 - Data Entry Operator II	12.82
01060 - Dispatcher, Motor Vehicle	16.67
01070 - Document Preparation Clerk	11.45
01090 - Duplicating Machine Operator	11.45
01111 - General Clerk I	10.18
01112 - General Clerk II	11.67
01113 - General Clerk III	12.49
01120 - Housing Referral Assistant	14.86
01141 - Messenger Courier	9.36
01191 - Order Clerk I	10.46
01192 - Order Clerk II	12.93
01261 - Personnel Assistant (Employment) I	17.24
01262 - Personnel Assistant (Employment) II	20.67
01263 - Personnel Assistant (Employment) III	24.58
01270 - Production Control Clerk	18.46
01280 - Receptionist	10.19
01290 - Rental Clerk	10.53
01300 - Scheduler, Maintenance	11.91
01311 - Secretary I	11.91
01312 - Secretary II	13.33
01313 - Secretary III	14.86
01320 - Service Order Dispatcher	13.56
01410 - Supply Technician	16.31
01420 - Survey Worker	13.73
01531 - Travel Clerk I	10.89
01532 - Travel Clerk II	11.63
01533 - Travel Clerk III	12.54
01611 - Word Processor I	11.68
01612 - Word Processor II	13.13
01613 - Word Processor III	14.69
05000 - Automotive Service Occupations	

05005 - Automobile Body Repairer, Fiberglass	19.60
05010 - Automotive Electrician	14.99
05040 - Automotive Glass Installer	14.20
05070 - Automotive Worker	14.48
05110 - Mobile Equipment Servicer	12.63
05130 - Motor Equipment Metal Mechanic	15.82
05160 - Motor Equipment Metal Worker	14.20
05190 - Motor Vehicle Mechanic	15.82
05220 - Motor Vehicle Mechanic Helper	11.84
05250 - Motor Vehicle Upholstery Worker	13.43
05280 - Motor Vehicle Wrecker	14.20
05310 - Painter, Automotive	14.99
05340 - Radiator Repair Specialist	14.20
05370 - Tire Repairer	9.87
05400 - Transmission Repair Specialist	15.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.61
07041 - Cook I	8.74
07042 - Cook II	9.83
07070 - Dishwasher	7.11
07130 - Food Service Worker	7.81
07210 - Meat Cutter	13.03
07260 - Waiter/Waitress	8.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.29
09040 - Furniture Handler	11.41
09080 - Furniture Refinisher	16.32
09090 - Furniture Refinisher Helper	13.13
09110 - Furniture Repairer, Minor	14.88
09130 - Upholsterer	18.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.49
11060 - Elevator Operator	7.96
11090 - Gardener	12.07
11122 - Housekeeping Aide	7.70
11150 - Janitor	8.76
11210 - Laborer, Grounds Maintenance	9.85
11240 - Maid or Houseman	7.09
11260 - Pruner	9.80
11270 - Tractor Operator	11.33
11330 - Trail Maintenance Worker	9.85
11360 - Window Cleaner	9.54
12000 - Health Occupations	
12010 - Ambulance Driver	14.48
12011 - Breath Alcohol Technician	14.48
12012 - Certified Occupational Therapist Assistant	20.82
12015 - Certified Physical Therapist Assistant	20.82
12020 - Dental Assistant	13.33
12025 - Dental Hygienist	29.85
12030 - EKG Technician	20.58
12035 - Electroneurodiagnostic Technologist	20.58
12040 - Emergency Medical Technician	14.48
12071 - Licensed Practical Nurse I	12.91
12072 - Licensed Practical Nurse II	14.48
12073 - Licensed Practical Nurse III	16.20
12100 - Medical Assistant	12.14
12130 - Medical Laboratory Technician	12.10
12160 - Medical Record Clerk	12.10
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	12.89
12210 - Nuclear Medicine Technologist	31.82
12221 - Nursing Assistant I	8.39
12222 - Nursing Assistant II	9.43
12223 - Nursing Assistant III	10.30

12224	- Nursing Assistant IV	11.54
12235	- Optical Dispenser	14.67
12236	- Optical Technician	10.07
12250	- Pharmacy Technician	13.78
12280	- Phlebotomist	12.21
12305	- Radiologic Technologist	20.79
12311	- Registered Nurse I	20.77
12312	- Registered Nurse II	25.40
12313	- Registered Nurse II, Specialist	25.40
12314	- Registered Nurse III	30.73
12315	- Registered Nurse III, Anesthetist	30.73
12316	- Registered Nurse IV	35.82
12317	- Scheduler (Drug and Alcohol Testing)	17.94
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	17.92
13012	- Exhibits Specialist II	22.11
13013	- Exhibits Specialist III	27.03
13041	- Illustrator I	17.92
13042	- Illustrator II	22.11
13043	- Illustrator III	27.03
13047	- Librarian	24.58
13050	- Library Aide/Clerk	11.47
13054	- Library Information Technology Systems Administrator	20.06
13058	- Library Technician	15.84
13061	- Media Specialist I	14.18
13062	- Media Specialist II	15.84
13063	- Media Specialist III	17.66
13071	- Photographer I	15.24
13072	- Photographer II	17.12
13073	- Photographer III	21.04
13074	- Photographer IV	25.73
13075	- Photographer V	31.13
13110	- Video Teleconference Technician	16.28
14000	- Information Technology Occupations	
14041	- Computer Operator I	14.18
14042	- Computer Operator II	15.80
14043	- Computer Operator III	19.44
14044	- Computer Operator IV	21.63
14045	- Computer Operator V	23.93
14071	- Computer Programmer I (1)	18.01
14072	- Computer Programmer II (1)	24.15
14073	- Computer Programmer III (1)	26.83
14074	- Computer Programmer IV (1)	27.62
14101	- Computer Systems Analyst I (1)	26.89
14102	- Computer Systems Analyst II (1)	27.62
14103	- Computer Systems Analyst III (1)	27.62
14150	- Peripheral Equipment Operator	14.18
14160	- Personal Computer Support Technician	21.63
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	23.69
15020	- Aircrew Training Devices Instructor (Rated)	29.99
15030	- Air Crew Training Devices Instructor (Pilot)	32.99
15050	- Computer Based Training Specialist / Instructor	23.23
15060	- Educational Technologist	22.49
15070	- Flight Instructor (Pilot)	32.99
15080	- Graphic Artist	22.58
15090	- Technical Instructor	18.39
15095	- Technical Instructor/Course Developer	22.49
15110	- Test Proctor	14.85
15120	- Tutor	14.85
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	7.88
16030	- Counter Attendant	7.88
16040	- Dry Cleaner	9.53

16070	- Finisher, Flatwork, Machine	7.88
16090	- Presser, Hand	7.88
16110	- Presser, Machine, Drycleaning	7.88
16130	- Presser, Machine, Shirts	7.88
16160	- Presser, Machine, Wearing Apparel, Laundry	7.88
16190	- Sewing Machine Operator	10.12
16220	- Tailor	10.82
16250	- Washer, Machine	8.31
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	16.88
19040	- Tool And Die Maker	20.38
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	14.46
21030	- Material Coordinator	18.78
21040	- Material Expediter	18.78
21050	- Material Handling Laborer	12.43
21071	- Order Filler	11.50
21080	- Production Line Worker (Food Processing)	14.46
21110	- Shipping Packer	13.56
21130	- Shipping/Receiving Clerk	13.56
21140	- Store Worker I	10.79
21150	- Stock Clerk	14.63
21210	- Tools And Parts Attendant	14.46
21410	- Warehouse Specialist	14.46
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	21.88
23021	- Aircraft Mechanic I	20.84
23022	- Aircraft Mechanic II	21.88
23023	- Aircraft Mechanic III	22.97
23040	- Aircraft Mechanic Helper	15.60
23050	- Aircraft, Painter	19.77
23060	- Aircraft Servicer	17.68
23080	- Aircraft Worker	18.69
23110	- Appliance Mechanic	15.29
23120	- Bicycle Repairer	12.42
23125	- Cable Splicer	17.89
23130	- Carpenter, Maintenance	15.38
23140	- Carpet Layer	15.93
23160	- Electrician, Maintenance	16.88
23181	- Electronics Technician Maintenance I	19.08
23182	- Electronics Technician Maintenance II	20.17
23183	- Electronics Technician Maintenance III	21.27
23260	- Fabric Worker	14.98
23290	- Fire Alarm System Mechanic	17.74
23310	- Fire Extinguisher Repairer	13.98
23311	- Fuel Distribution System Mechanic	16.88
23312	- Fuel Distribution System Operator	13.45
23370	- General Maintenance Worker	13.48
23380	- Ground Support Equipment Mechanic	20.84
23381	- Ground Support Equipment Servicer	17.68
23382	- Ground Support Equipment Worker	18.69
23391	- Gunsmith I	14.96
23392	- Gunsmith II	16.93
23393	- Gunsmith III	18.89
23410	- Heating, Ventilation And Air-Conditioning Mechanic	19.31
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
20.28		
23430	- Heavy Equipment Mechanic	20.84
23440	- Heavy Equipment Operator	18.55
23460	- Instrument Mechanic	19.32
23465	- Laboratory/Shelter Mechanic	18.35
23470	- Laborer	10.73
23510	- Locksmith	16.82
23530	- Machinery Maintenance Mechanic	21.01

23550 - Machinist, Maintenance	20.07
23580 - Maintenance Trades Helper	12.07
23591 - Metrology Technician I	19.32
23592 - Metrology Technician II	20.29
23593 - Metrology Technician III	21.30
23640 - Millwright	19.23
23710 - Office Appliance Repairer	16.79
23760 - Painter, Maintenance	17.27
23790 - Pipefitter, Maintenance	19.40
23810 - Plumber, Maintenance	18.40
23820 - Pneudraulic Systems Mechanic	17.89
23850 - Rigger	17.77
23870 - Scale Mechanic	15.93
23890 - Sheet-Metal Worker, Maintenance	18.20
23910 - Small Engine Mechanic	15.54
23931 - Telecommunications Mechanic I	18.53
23932 - Telecommunications Mechanic II	19.43
23950 - Telephone Lineman	18.53
23960 - Welder, Combination, Maintenance	17.82
23965 - Well Driller	17.89
23970 - Woodcraft Worker	17.89
23980 - Woodworker	13.98
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.69
24580 - Child Care Center Clerk	10.54
24610 - Chore Aide	7.81
24620 - Family Readiness And Support Services Coordinator	10.71
24630 - Homemaker	11.73
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.46
25040 - Sewage Plant Operator	15.29
25070 - Stationary Engineer	21.46
25190 - Ventilation Equipment Tender	13.28
25210 - Water Treatment Plant Operator	15.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.40
27007 - Baggage Inspector	8.74
27008 - Corrections Officer	15.20
27010 - Court Security Officer	15.61
27030 - Detection Dog Handler	12.61
27040 - Detention Officer	15.20
27070 - Firefighter	17.09
27101 - Guard I	8.74
27102 - Guard II	12.61
27131 - Police Officer I	16.99
27132 - Police Officer II	18.89
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.39
28042 - Carnival Equipment Repairer	10.02
28043 - Carnival Equipment Worker	7.54
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	11.73
28630 - Sports Official	10.82
28690 - Swimming Pool Operator	12.67
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.98
29020 - Hatch Tender	15.98
29030 - Line Handler	15.98
29041 - Stevedore I	15.04
29042 - Stevedore II	16.91
30000 - Technical Occupations	

30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	16.51
30022 - Archeological Technician II	18.55
30023 - Archeological Technician III	22.77
30030 - Cartographic Technician	22.77
30040 - Civil Engineering Technician	19.37
30061 - Drafter/CAD Operator I	16.60
30062 - Drafter/CAD Operator II	18.64
30063 - Drafter/CAD Operator III	19.90
30064 - Drafter/CAD Operator IV	22.91
30081 - Engineering Technician I	13.87
30082 - Engineering Technician II	15.61
30083 - Engineering Technician III	17.54
30084 - Engineering Technician IV	21.56
30085 - Engineering Technician V	26.35
30086 - Engineering Technician VI	31.90
30090 - Environmental Technician	21.24
30210 - Laboratory Technician	19.61
30240 - Mathematical Technician	22.77
30361 - Paralegal/Legal Assistant I	15.85
30362 - Paralegal/Legal Assistant II	19.07
30363 - Paralegal/Legal Assistant III	21.18
30364 - Paralegal/Legal Assistant IV	25.64
30390 - Photo-Optics Technician	23.14
30461 - Technical Writer I	18.51
30462 - Technical Writer II	22.64
30463 - Technical Writer III	27.39
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	17.81
30621 - Weather Observer, Senior (3)	19.80
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31020 - Bus Aide	10.22
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31043 - Driver Courier	12.44
31260 - Parking and Lot Attendant	8.37
31290 - Shuttle Bus Driver	12.44
31310 - Taxi Driver	9.87
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99030 - Cashier	7.51
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99095 - Embalmer	18.55
99251 - Laboratory Animal Caretaker I	9.22
99252 - Laboratory Animal Caretaker II	9.68
99310 - Mortician	18.55
99410 - Pest Controller	13.15
99510 - Photofinishing Worker	9.12
99710 - Recycling Laborer	11.28
99711 - Recycling Specialist	13.36
99730 - Refuse Collector	10.73
99810 - Sales Clerk	10.63
99820 - School Crossing Guard	10.21
99830 - Survey Party Chief	18.50
99831 - Surveying Aide	11.56
99832 - Surveying Technician	15.85

99840 - Vending Machine Attendant	8.73
99841 - Vending Machine Repairer	10.47
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- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 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) 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

ordance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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I. SCHEDULE OF SERVICES

01. DESCRIPTION OF SERVICES

The Contractor shall furnish professional security services, defined by this solicitation as armed guard services and related duties, at Federally owned and leased facilities protected by the Federal Protective Service at various location throughout the state of Georgia. 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 work statement contained herein.

02. CONTRACT TYPE

Services shall be furnished via Blanket Purchase Agreement (BPA) with fixed hourly rates against GSA FSS Contract 084.

03. ESTIMATED QUANTITIES

The attached Post Coverage Exhibits provide the basis for the Estimated Quantities of Guard Coverage included on this Pricing Schedule. Those Exhibits reflect the current recurring coverage in the described areas and are provided for estimating purposes only and will be subject to changes reflected in the actual orders issued and modifications thereto. BPA holders will be paid only for services ordered and performed at the established hourly rates. 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 BPA and the task order.

04. PRICES

A. Pricing Required for All Services and Performance Periods

Contractors must quote prices for all services required during the Base Year, as well as for each ordering period, in order to be considered for award. Contractors submitting partial pricing information shall be ineligible for award.

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

1. The minimum wage rates and fringe benefits applicable to the **initial period of performance** are outlined in the Department Of Labor (DOL) Wage Determinations and/or Collective Bargaining Agreement (CBA) included within the request for quotes.
2. The applicable job classifications under this request for quotes is: **Guard II**. This classification reflects the minimum wage rates that the Contractor must pay to all employees working under the order. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.

C. Unbalanced Pricing

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Each contractor is cautioned that its pricing proposal may be rejected as non-responsive to the solicitation requirements if it is materially unbalanced as to prices for the Base Year or any option period. A pricing proposal is considered to be materially unbalanced when it is based on prices that are significantly less than cost for some work and prices that are significantly overstated for other work.

D. Contingency Pricing

Contractors must 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)(May 1989). For cost/price factors that are subject to variation, but are not subject to adjustment under FAR clause 52.222-43, contractors may factor in contingency allowances.

E. Pricing of Services

1. The hourly prices quoted must be inclusive of all direct costs, indirect costs, and profit necessary to provide an hour of post coverage as required. Contractors must include all costs associated with providing the services described herein.
2. The Government shall not be responsible for compensating the Contractor for any costs tied to solicitation requirements but not factored into the proposed prices, either by the Contractor's intention or by mistake.

G. Definitions

1. Basic Services – Basic services are the permanent ongoing services specifically included in the call(s) at time of award or added through modification. For these services, the Contractor shall be compensated using the Basic Services Rates.
2. Temporary Additional Services - During the term of the BPA, the Government may have requirements for temporary additional services (TAS) beyond the basic requirements. Due to the nature of these services, the Contractor may be required to provide them with little advance notice. In such circumstances, the Contractor shall be compensated using the TAS rate for any temporary additional services requested less than 72 hours prior to the required start of such service. If applicable, the Contractor will be compensated at the TAS rate for a maximum of 72 hours after the start of such services. If the services are still required beyond 72 hours of performance the Basic Service Rate shall apply.
 - a. In the event other agencies contact the Contractor to request Temporary Additional Services under a task order, the Contractor shall notify the FPS COTR and Contracting Officer immediately.
 - b. This temporary Additional Service provision is intended to satisfy the Government's short term, non-recurring needs for service. Should a continuing need for additional service arise, a contract modification will be issued by the government to provide for those services.

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Note: Requests for all services listed above must come from the Federal Protective Service Contracting Officer or his authorized representative.

II. PACKING AND MARKING

01. PAYMENT OF POSTAGE AND FEES

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

02. MARKING

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

III. INSPECTION AND ACCEPTANCE

01. CONTRACTOR'S RESPONSIBILITY

The Contractor shall provide for all day-to-day supervision, inspection and monitoring of all work performed to ensure compliance with the task order 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 of task order requirements are corrected.

**02. FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE
(AUG 1996)**

- A.** Definition - "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B.** The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires
- C.** The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- D.** If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

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E. If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may:

1. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
2. Reduce the contract price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or
2. terminate the contract for default.

IV. DELIVERIES OR PERFORMANCE

01. TERM OF CONTRACT

After BPA award the Contractor shall be given notice to proceed on individual task orders and shall provide all contractual services, subject to the availability of appropriations if applicable, (see the Clause FAR52.232-18, Availability of Funds (APR 1984), contained within the Request for Quotes), commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about 01 February 2007. **Performance periods shall be in accordance with Attachment 1, Schedule of Prices.**

02. OPTION TO EXTEND SERVICES

If it is determined by the Government that, for administrative, technical, legal, or other reasons, award of a successor contract cannot be made on a timely basis, the Government shall have the unilateral option of extending the services of this BPA. Such notice of intent to extend service shall be given to the Contractor in writing at the earliest possible time, but not less than 15 days prior to the task order expiration date (see FAR clause 52.217-8, "Option to Extend Services" contained within the BPA). It is understood that exercise of this option will be only for sufficient time to complete award and/or give notice to proceed to the follow-on Contractor and that extension of service shall in no event exceed six months. The prices to be paid during the extension period shall be established solely in accordance with FAR clause 52.222-43, "Fair Labor Standards Act

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and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts)", contained within the BPA.

03. FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

V. CONTRACT ADMINISTRATION DATA

01. SUBMISSION OF INVOICES

1. invoices shall now be submitted via one of the following three methods:
 - a. **By mail:**

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DHS, ICE
Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS **Region 4 Invoice**

b. **By facsimile (fax): (include a cover sheet with point of contact & # of pages)**

802-288-7658

c. **By e-mail:**

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and **shall** be notated on every invoice submitted to FPS to ensure prompt payment provisions are met. The FPS Region shall also be notated on every invoice. To assist in timely payment, it is also recommended that the contractor provide the Accounting Transaction Number (also known as the "PJ" number) on the submitted invoice.

2. In accordance with FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:

“...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. (See paragraph 1 above.)
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

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

Invoices without the above information may be rejected and returned for resubmission.

3. All contractors are required to register in the Central Contractor Registration (CCR). This can be performed via the internet at <http://www.ccr.gov>.
4. Invoices shall separately list amounts due for basic and temporary additional services.

02. PAYMENTS

A. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later. In the event the task order begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month.

B. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this BPA. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this task order and for adjustments for deficiencies in the performance of work. In no event shall contractor invoice or FPS be obligated to pay for any hours in excess of the amount identified within a task order (inclusive of all modifications).

C. The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Where there are variances between the requirements cited in the task order(s) and the work actually performed (e.g., unmanned posts), the Contractor shall attach a separate sheet to the invoice detailing each instance of a variance. The Contractor shall compute the invoice price to reflect the actual amount owed. Submission of false invoices shall be subject to contractual and legal actions.

D. To verify the monthly payment for productive man-hours, the CO's designated representative may compare the man-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 contract/task order. If variances are noted between the invoice and the DHS Form 139, the Government will propose a contract deduction. For example, If the task order required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the DHS Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

[Any inquiries regarding payment shall be directed to the COTR and/or CO.](#)

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03. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

A. Deductions for Failure to Provide Man-hours

1. To compute man-hour deductions the Contracting Officer's Representative will compare the man-hours reported by the Contractor with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved Sign-in/Sign-out forms.
2. **Reduction at Post – In the event that posted guards were released or were not required to report due to weather closure, Presidential declared holiday, or similar unforeseen occurrence, payments will be made only for the hours actually worked.**
3. In the event the Contractor reports more hours than are reflected on the DHS Form 139, or any other approved Sign-in/Sign-out form, the approved form will prevail. For example: If the weekly report submitted by the Contractor indicates that an employee worked 8 hours and the sign-in/sign-out form shows that employee as having been in the building 5 hours, the 5 hours will prevail and a deduction will be taken for the 3 hours not furnished. In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for labor, deductions will be made at the current base hourly rate.

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

The Contractor shall maintain, on a daily basis, all applicable DHS Form 139's, or approved alternate, to document personnel attendance. The original copy must be maintained at a location accessible to the COTR or designee. The Contractor shall incorporate and certify that the data contained on the approved sign-in form is accurate, complete and in agreement with the hours presented on their invoice. (Facsimile copies of completed DHS Form 139's may not be used for this purpose.)

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

A. Contracting Officer (CO)

1. The CO for this RFQ and resultant award is: Patricia R. Campbell, Team Lead, Region 4
2. Administrative Contracting Officer will be assigned after award of the order.
3. The CO has the overall responsibility for the administration of the order. The CO alone is authorized to take action on behalf of the Government to amend, modify or deviate from the order terms and conditions; make final decisions on unsatisfactory performance; terminate the order for convenience or default; and issue final decisions regarding questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

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B. Contracting Officer's Technical Representative (COTR)

1. The COTR for the order is:

(To be determined upon award of order)

2. The COTR is designated to assist the CO in the discharge of their responsibilities when they are unable to be directly in touch with the BPA Call 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 BPA Call Order, acting as the Government's representative in charge of work at the site(s); ensuring compliance with the BPA Call Order 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 BPA Call 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 cannot make any decisions regarding the performance of the task order except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.

4. The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not part of the BPA Call Order or part of the COTR's designated duties as outlined 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.

VI. CONTRACT CLAUSES

In addition to the contract clauses in the General Services Administration's Schedule 84 (Solicitation: 7FCI-L3-030084-B Refresh 5), the following clauses from the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) are incorporated into this BPA.

01. Clauses Incorporated by Reference. The following Clauses are incorporated 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.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-5	Covenant Against Contingent Fees	APR 1994
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN1997
52.203-12	Limitation on Payments to Influence Certain	
	Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996

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<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.204-8	Annual Representations and Certifications	JAN 2006
52.209-5	Certification Regarding Debarment, Suspension Proposed Debarment, and Other Responsibility Matters	DEC 2001
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions-Commercial Items	SEP 2005
52.222-4	Contract Work Hours and Safety Standards Act — Overtime Compensation	JUL 2005
52.222-24	PreAward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-43	Fair Labor Standards Act and Service Contract Act Price Adjustment	NOV 2006
52.223-6	Drug-Free Workplace	MAY 2001
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.237-3	Continuity of Services	JAN 1991
52.245-1	Government Property	JUN 2007
52.245-1 Alternate I	Government Property	JUN 2007
52.245-9	Use and Charges	AUG 2005
52.249-2	Termination for Convenience of the Government	MAY 2004
52.249-8	Default	APR 1984
3052.204-70	Security Requirements for Unclassified Information Technology Resources	JUN 2006
3052.211-70	Index for Specifications	DEC 2003
3052.215-70	Key Personnel or Facilities	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
3052.242.71	Dissemination of Contract Information	DEC 2003
3052.242-72	Contracting Officer's Technical Representative	DEC 2003
3052.245-70	Government Property Reports	JUN 2006

02. Clauses Incorporated by Full Text

FAR 52.204-1 - APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Office, and shall not be binding until so approved.

FAR 52.204-9 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)

HSCEE4-08-A-00001

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(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

FAR 52.232-11 Extras (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Blanket Purchase Agreement (BPA) with fixed hourly rates against General Services Administration (GSA) Federal Supply Schedule Contract 084 resulting from this Request For Quotes.

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 BPA. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days before the BPA expires.

(End of clause)

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 HOURLY MONETARY RATE WAGE AS FULL FRINGE BENEFITS
Guard 2 (armed)	\$14.23	32.85%

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SICK LEAVE REQUIRED BY LAW:

13 days of sick leave per year

PAID HOLIDAYS PROVIDED BY LAW:

4. New Year's Day
5. President's Day
6. Martin Luther King's Birthday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas

VACATION OR PAID LEAVE AS REQUIRED BY LAW:

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

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

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

WAGE DETERMINATION:

The various classes of service employees who will be employed in the performance of the contract(s) issued as a result of this Request for Quote must be paid the minimum monetary wage and shall be furnished fringe benefits that are in accordance with the applicable Wage Determinations and/or CBA for the particular area where a task order will be performed. Wage determinations are issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4-3 of 29 CFR Part 4 and will be provided with the individual task orders issued under the resultant contract(s). Contractors are fully responsible for compliance with the requirements of SCA and other labor laws as applicable. Payment of employees at less than the minimum required wages and/or fringe benefits are a violation of SCA.

(End of clause)

FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

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Patricia R. Campbell, East Consolidated Contracts Group, Division 1, Region 4,
Team Lead/Contracting Officer, 701 Market Street, Suite 4200, Philadelphia, PA 19107-3390.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation.
(APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of provision)

3052.204-71 Contractor employee access (JUN 2006)

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

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

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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.

(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 06)**

(a) Prohibitions.

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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

(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

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(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 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 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 [3009.104-70](#) through [3009.104-73](#);

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it has submitted a request for waiver pursuant to [3009.104-74](#), 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 [3009.104-70](#) through [3009.104-73](#), but it plans to submit a request for waiver pursuant to [3009.104-74](#).

(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.

INSURANCE REQUIREMENT

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.

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

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

(1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

(2) GENERAL LIABILITY

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.

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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.

(End of clause)

**HSAR 3052.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES
(NOVEMBER 2004) (DEVIATION)**

(a) "Sensitive Information" means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 USC sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual: or

(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or

(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:

(i) if lost, misused, modified or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 USC section 552a; and,

(ii) if provided by the government to the Contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

(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 required 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

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employment contrary to the public interest for any reason, including but not limited to, carelessness, insubordination, incompetence, or security concerns.

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

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

(End of clause)

Attachment #5
INVOICING

1. Invoices shall be submitted via one of the following three methods:

a. By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 4 Invoice

b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)

802-288-7658

c. By e-mail:

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to FPS to ensure prompt payment provisions are met. The FPS Region number shall also be notated on every invoice. To assist in timely payment, it is also recommended that the contractor provide the Accounting Transaction Number (also known as the "PJ" number) on the submitted invoice.

2. In accordance with Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:

“...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. (See paragraph 1 above.)

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

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

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

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

(D) Invoices shall separately list amounts due for basic and emergency services.

Invoices without the above information may be returned for resubmission.

2. PAYMENTS

A. 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. In the event the Order begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month.

B. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this Order. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this Order and for adjustments for deficiencies in the performance of work.

C. The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Where there are variances between the requirements cited in the 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 owed. Submission of false invoices shall be subject to contractual and legal actions.

D. To verify the monthly payment for productive man-hours, the Contracting Officer's Technical Representative may compare the man-hours required in the Order with the 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. If variances are noted between the invoice and the approved sign-in/sign-out form, the Government will propose a Order deduction. For example, if the Order required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the sign-in/sign-out form shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

Any inquiries regarding payment shall be directed to the Contracting Officer.

3. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

A. Deductions for Failure to Provide Man-hours

1. To compute man-hour deductions, the Contracting Officer's Technical Representative (COTR) will compare the man-hours reported by the Contractor with the approved sign-in/sign-out form.

2. In the event the Contractor reports more hours than are reflected on the approved Sign-in/Sign-out form, the form will prevail. For example: If the weekly report submitted by the Contractor indicates that an employee worked 8 hours and the sign-in/sign-out form shows that employee as having been in the building 5 hours, the 5 hours will prevail and a deduction will be taken for the 3 hours not furnished. In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for labor, deductions will be made at the current base hourly rate.

B. Deductions for Exceeding 12-Hour On-Duty Limitation

The Government has the authority to assess deductions from Order payments for all hours where guards exceed the 12-hour on-duty limitation. (See Statement of Work, Paragraph 04.H, Limitations on Man-hours to be Provided by Individual Employees). For each hour or part thereof where a guard works over 12 hours without prior approval by the Contracting Officer's Technical Representative (COTR), the Government will deduct the hourly price (or part thereof, if less than one hour is worked).

C. Contractor Use of R4-139 Form, or Approved Alternate

The Contractor shall maintain, on a daily basis, all applicable R4-139's to document personnel attendance. The original copy must be maintained at a location accessible to the Contracting Officer's Technical Representative (COTR) or designee. The Contractor shall incorporate and certify that the data contained on the approved sign-in form is accurate, complete and in agreement with the hours presented on their invoice. (Facsimile copies of completed R4-139's may not be used for this purpose.)

4. 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 (COTR) shall be paid by the Contractor.

SUITABILITY SCREENING REQUIREMENTS FOR CONTRACTORS

I. Purpose

This Management Directive (MD) establishes the interim policy and procedures for determining a person's suitability to work or provide services as a contractor to the Department of Homeland Security.

II. Scope

This MD applies to DHS Headquarters and all DHS Components. The provisions of this MD define the suitability-screening standards for contractor personnel (at any tier) requiring unescorted ("staff-like") access to DHS-owned facilities, DHS-controlled facilities, or commercial facilities operating on behalf of DHS; access to DHS's information technology (IT) systems and the systems' data; or access to Sensitive Information (as defined herein). This directive defines the minimum standards, but does not prohibit any Component from exceeding the requirements.

III. Authorities and References

- A. Office of Personnel Management, Investigations Service, Investigator's Handbook, February 1999.
- B. Office of Management and Budget Circular No. A-130, App. III, Security of Federal Automated Information Resources, November 28, 2000.
- C. DHS Sensitive Systems Handbook 4300A, Version 3.1, July 29, 2005.
- D. DHS Sensitive Systems Policy Directive 4300A, Version 3.1, July 29, 2005.
- E. DHS Management Directive 11042.1, Safeguarding Sensitive but Unclassified (For Official Use Only) Information, January 6, 2005.
- F. DHS Acquisition Regulation (HSAR), Sections 3052.237-70(a) and 3052.237-71 (codified at 48 C.F.R. 3052.237-70 & 3052.237-71).

IV. Definitions

A. **Allied Nations**: Those countries allied with the United States in a current defense effort. This list is maintained by the Department of State. For an authoritative list of allied countries, components should contact the Office of the Assistant Legal Adviser for Treaty Affairs, U.S. Department of State.

B. **Background Investigation (BI)**: Consists of a National Agency Check (NAC), personal interviews with the individual and other sources, credit checks, law enforcement agency checks, residences checks, and employment checks.

C. **Components**. As defined in DHS Management Directive 0010.2, all the entities that directly report to the Office of the Secretary, which includes the Secretary, Counselors and his or her staff, Deputy Secretary and his or her staff, and the Chief of Staff and his or her staff.

D. **Contract**: as defined in the Federal Acquisitions Regulations, a contract is a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, *et seq.*

E. **Contractor**: An agent or employee of an entity that provides supplies or services to DHS pursuant to a contract (as defined herein).

F. **DHS Facility**: DHS-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which is under the jurisdiction, custody or control of the Department; DHS-controlled commercial space shared with non-government tenants; DHS-owned contractor-operated facilities; and Facilities under a management and operating contract such as for the operation, maintenance, or support of a Government-owned or-controlled research, development, special production, or testing establishment.

G. **Information Technology (IT)**: As defined by 40 U.S.C. § 11101(6) ("Clinger-Cohen Act"), any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by DHS. This definition applies if the equipment is used by DHS directly or is used by a contractor under a contract with DHS that requires the use of that equipment; or of that equipment to a significant extent in the performance of a service or

the furnishing of a product. The definition includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources. The definition does not include any equipment acquired by a federal contractor incidental to a federal contract.

H. **IT Systems**: Information technology systems that are (1) owned, leased, or operated by a Component; (2) operated by a contractor on behalf of DHS; or (3) operated by another Federal, state, or local government agency on behalf of DHS.

I. **Lawful Permanent Resident**: Any person not a citizen of the United States who is residing in the U.S. under legally recognized and lawfully recorded permanent residence as an immigrant. Also known as "Permanent Resident Alien," "Resident Alien Permit Holder," or "Green Card Holder."

J. **Limited Background Investigation (LBI)**: Consists of a National Agency Check (NAC), personal interview with the individual, education checks, credit checks, law enforcement agency checks, residence checks and employment checks consisting of personal interviews and/or records reviews.

K. **Minimum Background Investigation (MBI)**: Consists of a National Agency Check (NAC), personal interview with the individual, reference checks, credit checks, law enforcement agency checks, residence checks, and employment checks. Other than the personal interview, there are no source interviews conducted during this investigation.

L. **National Agency Check (NAC)**: Consists of records searches in the Office of Personnel Management (OPM) Security/Suitability Investigations Index; FBI Identification Division/Headquarters investigation files; FBI National Criminal History Fingerprint File; Defense Clearance and Investigations Index; and other sources, as necessary, to cover specific areas of a subject's background.

M. **National Agency Check and Credit**: Consists of a National Agency Check and credit checks.

N. **National Agency Check with Inquiries (NACI)**: Consists of a NAC, employment checks, education checks, law enforcement agency checks, and personal reference checks. Pursuant to the requirements of Homeland Security Presidential Directive 12, a NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a DHS Personal Identity Verification (PIV) Card.

O. **Sensitive Information**: 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 by an Executive Order or an Act of Congress to be kept secret in the interests of national defense, homeland security or foreign policy. This definition includes the following categories of information :

1. Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. section 211-224; its implementing regulations, 6 C.F.R. Part 29; or the applicable PCII Procedures Manual; or
2. Sensitive Security Information (SSI), as described in 49 C.F.R. Part 1520; or
3. Sensitive but Unclassified Information (SBU), which consists of any other information which:
 - a. If provided by the government to the contractor, is marked in such a way to place a reasonable person on notice of its sensitive nature;
 - b. Is designated "sensitive" in accordance with subsequently adopted homeland security information handling requirements.

P. **Suitability**. Identifiable character traits and past conduct which are sufficient to determine whether or not a given individual is likely to carry out the duties of a job with appropriate integrity. Suitability-screening standards and determinations are distinct from security clearance standards and determinations, which address whether an individual is eligible for access to classified information.

Q. **Suitability screening**. The process of determining a person's suitability for employment to work or provide services as a contractor to DHS.

V. Responsibilities

A. The **Chief of Personnel Security Division, Office of Security**, under the direction of the Chief Security Officer (CSO), has responsibility for the oversight of DHS Contractor Suitability Screening Program, including the issuance and implementation of policies and procedures.

B. The **Personnel Security Office** of each DHS Component is responsible for:

1. Implementing the minimum standards required by this MD;
2. Working with component acquisition and program offices to develop specific procedures for incorporating contractor suitability screening requirements into the procurement and contract oversight process;
3. Documenting the process by which a risk-level assessment is made;
4. Conducting, adjudicating, and tracking suitability-screening investigations.

C. **The Acquisition/Program Office** of each DHS Component is responsible for:

1. Working with the component security office to establish risk levels for positions;
2. Notifying the security office if the contractor's status changes in any way.
3. Notifying the contracting entity of the results of the suitability screening for individual contractors.

D. The **Chief Procurement Officer** is responsible for ensuring that DHS contracting offices implement this MD.

E. The **Chief Information Officer** is responsible for ensuring that all IT systems acquisition documents, including existing contracts, include appropriate IT security requirements and comply with DHS IT security policies.

VI. Policy & Procedures

A. **General.**

1. To ensure the protection of DHS facilities, sensitive information, and resources, contractors must undergo screening to determine their suitability to work under contract with DHS. DHS reserves the right to restrict access to DHS facilities, sensitive information, or resources by any contractor. DHS does not control whom a contracting company may employ.
2. A determination of a contractor's fitness for access to DHS facilities, sensitive information, or resources is known as a suitability determination and is made by DHS personnel security specialists. Suitability determinations are different from security clearance

determinations (i.e., the determination of whether an individual should be eligible for access to classified information).

3. DHS will afford fair, impartial, and equitable treatment to all contractors through the consistent application of suitability standards, criteria, and procedures as specified in applicable laws, regulations, and orders.

B. Risk Assessment:

1. Contractors having access to DHS facilities, IT systems, or Sensitive Information will receive an appropriate suitability screening, based on the risk level of their positions.

2. The DHS program official and security office within each Component with sufficient authority, responsibility, and knowledge of the acquisition is responsible for determining the risk level for each contractor position. The risk level must be based on an overall assessment of the damage that an untrustworthy contractor could cause to the efficiency or the integrity of DHS's operations. When determining risk levels, program officials may compare the contractor's duties, responsibilities, and access with those of DHS employees in similar positions.

3. The following criteria shall be used to determine the risk levels for each position occupied by a contractor:

a. High Risk: High Risk positions have the potential for exceptionally serious impact on the integrity and efficiency of the service. These positions involve duties that are especially critical to the agency or the program mission with a broad scope of responsibility and authority.

b. Moderate Risk: Moderate Risk positions have the potential for moderate to serious impact on the integrity and efficiency of the service. These positions involve duties that are considerably important to the agency or program mission with significant program responsibility or delivery of service.

c. Low Risk: Low Risk positions have the potential for limited impact on the integrity and efficiency of the service. These positions involve duties and responsibilities of limited relation to the agency or program mission.

4. Appendix 1 outlines the security forms, background investigations, and waiver checks required for DHS contractors at each risk level.

C. **Adjudicative Criteria:** Contractor suitability determinations are to be made in accordance with the following criteria:

1. Specific factors. When making a suitability determination, the following may be considered a basis for finding an individual unsuitable:
 - a. Misconduct or negligence in employment;
 - b. Criminal or dishonest conduct;
 - c. Material, intentional false statement or deception or fraud in examination or appointment;
 - d. Refusal to furnish testimony;
 - e. Alcohol abuse of a nature and duration which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others;
 - f. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
 - g. Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force;
 - h. Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.

2. Additional considerations. In making a suitability determination, components shall consider the following additional considerations to the extent they deem them pertinent to the individual case:
 - a. The nature of the position for which the person is applying or in which the person is employed;
 - b. The nature and seriousness of the conduct;
 - c. The circumstances surrounding the conduct;
 - d. The recentness of the conduct;
 - e. The age of the person involved at the time of the conduct;
 - f. Contributing societal conditions;
 - g. The absence or presence of rehabilitation or efforts toward rehabilitation.

3. A contractor's eligibility may be cancelled or a contractor may be denied employment or be removed when the suitability determination finds that the contractor is unsuitable for the reason(s) cited above.

D. **Entry on Duty Determinations:** Subject to the below requirements, components may implement procedures for making entry-on-duty (EOD) determinations. A favorable EOD determination allows the contractor to commence work before the required background investigation is completed. The EOD determination does not substitute for the required background investigation. In addition, if a contractor for a High Risk IT position (for

example, system administrator, programmer, hardware technician, or firewall manager) receives a favorable EOD determination, the contractor may only perform duties equivalent to Moderate Risk positions until the required background investigation is completed.

E. Citizenship & Residency Requirements:

1. Only U.S. citizens are eligible for employment on contracts requiring accessing DHS IT systems or involvement in the development, operation, management, or maintenance of DHS IT systems, unless a waiver is granted in accordance with paragraph M.1. Lawful Permanent Residents are not U.S. citizens.
2. Only U.S. citizens and Lawful Permanent Residents are eligible for employment on contracts requiring access to sensitive information, unless a waiver is granted in accordance with paragraph M.2.
3. For contractor employees who have resided outside of the United States for more than two of the last five years preceding DHS employment, U.S. citizen sources must verify his/her reportable activities (for example, places of residence, educational institutions attended, etc.) outside the United States within this five-year period. Sufficient information must be available to permit such an investigation to be conducted to the same standard as would be required if the contractor employee resided within the United States. Otherwise, the contractor employee will be ineligible to work on the contract. Exceptions to the residency requirement include if the contractor employee works or worked for the United States overseas in a Federal or Military capacity or if the contractor employee is or was a dependent of a Federal or Military employee serving overseas.

F. Retroactive Effect:

1. Contractors who have been investigated and approved by Components prior to the issuance of this MD are eligible to remain on the existing contract, to include the exercise of options, even though they may not have had an investigation commensurate with the risk level indicated in Appendix 1. The required investigation must be scheduled not later than one year after the issuance of this MD. Such contractors cannot perform work under a different contract or at a different risk level when performing under the same contract until the investigative requirements in Appendix 1 are met. After a re-compete and award on same contract, contractors must meet the required background investigation standards in Appendix 1.
2. Contractors currently working on a DHS contract who have not

been investigated prior to the issuance of this MD must meet the investigative standard in Appendix 1. The required background investigation on these individuals must be scheduled not later than six months after issuance of this MD. Contractor employees may continue to work while the investigation is in process.

3. Lawful Permanent Residents who have been investigated and approved by Components prior to the issuance of this MD to work on unclassified contracts that involve access to or assisting in the development, operation, management or maintenance of DHS IT systems may remain in the present position. However, they are not eligible to (1) transfer between contracts; (2) transfer to another position at a higher risk level; or (3) remain on a contract after a re-compete and award unless a waiver is granted in accordance with paragraph M.2.

G. **Reinvestigations**: Contractors in High Risk positions will be reinvestigated every five years or more frequently as circumstances warrant. Contractors in Moderate or Low Risk positions are not required to be reinvestigated unless specific derogatory information is received that would warrant reinvestigation.

H. **Fingerprinting of Contractors**:

1. Fingerprints are required for all investigations. Fingerprints can be taken by DHS security personnel; Federal, state, or local law enforcement personnel; or the contracting entity's security staff.

2. The Fingerprint Card (FD-258) will be used and requires the signature of the person fingerprinted and the signature of the person who took the fingerprints. Component security office personnel will review all FD-258s to ensure that this requirement is met and that the signature on the FD-258 of the person being fingerprinted matches the signature on the "Questionnaire for Public Trust Positions" (Standard Form 85P).

3. Personnel who take fingerprints will obtain a government-issued identification from the person fingerprinted and confirm the person's identity by comparing it to the information on the FD-258.

I. **Safeguarding Requirements**: Component personnel security offices will store background investigations in a combination-locked cabinet or safe or equally secure area. Any disclosures of information from background investigation files must be made in accordance with appropriate laws, regulations, and the DHS Privacy Act system of records notice.

J. **Procurement Actions**: Components must ensure that contractor requirements for suitability screening, as required by this MD, are included in

solicitations and contracts, and that potential offerors, bidders, and contractors are aware of all suitability screening requirements at the earliest stages of the acquisition.

K. **Standards for Using Previous Investigations**: Some contractors may have already been investigated by another Federal agency. Components will use these investigations whenever practicable to reduce the number of investigation requests, associated costs, and unnecessary delays. The following standards for use of these investigations will apply.

1. New security forms will be obtained and pre-employment checks will be completed.
2. Any investigation conducted by or for another federal agency on a contractor that is of the *same or higher type and scope* as the one required is sufficient to meet the investigative requirements if it was conducted within the past five years. If that investigation is unavailable, a new, appropriate investigation will be completed. The investigation will be obtained and reviewed in conjunction with pre-employment checks to make a suitability decision for employment in accordance with paragraph VI.C. above.
3. Any investigation conducted by or for another federal agency on a contractor whose scope is *less* than that required will be upgraded to meet the investigative requirements of the position if it was conducted within the past five years.

L. **Adverse Information and Revocation of Access**

1. When adverse information is developed in the course of an investigation, the scope of the inquiry will normally be expanded to the extent necessary to obtain such additional information as may be required to determine whether the contractor may be granted unescorted access to DHS facilities and sensitive information.
2. A contractor on whom unfavorable or derogatory information has been developed must be confronted with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).
3. Adverse information may not be disclosed to the contractor's employer. When a final determination has been made, the employer shall be informed, simultaneously with notification to the affected individual, that the contractor is ineligible to render services or otherwise perform under the contract. The decision of DHS does not intend to imply that

the employee's suitability for employment elsewhere in company is affected.

M. **Waivers:**

1. The waivers to the U.S. citizen requirement noted in paragraph VI.E.1 above may only be granted by the Head of the Component or designee, with the concurrence of both the DHS CSO and CIO or their designees. At the Headquarters level, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
 - a. The individual must be either a Lawful Permanent Resident of the United States or a citizen of the Republic of Ireland, Israel, or any nation on the Allied Nations List maintained by the Department of State.
 - b. All required security forms specified by DHS and any necessary background check must be satisfactorily completed.
 - c. There must be a compelling reason for using this individual as opposed to a U.S. citizen.
 - d. The waiver must be in the interest of DHS.
2. Requests for waivers to any other requirement set forth herein, to include surge support and resource issues, must be submitted in writing to the DHS Chief Security Officer. Waiver requests must include a justification and will be considered on a case-by-case basis.

VII. Questions

Address any questions or concerns regarding this Directive to the DHS Office of Security, Personnel Security Division.

Appendix 1 Investigations Matrix

RISK LEVEL	SECURITY FORMS REQUIRED	TYPE OF INVESTIGATION REQUIRED ¹		PRELIMINARY CHECKS REQUIRED FOR EOD DETERMINATION	
		IT Positions	Non-IT Positions	IT Positions	Non-IT Positions
HIGH	-SF 85P -FD 258 -Credit Release Form -SF 85P-S ²	Background Investigation (BI)	Limited Background Investigation (LBI)	Favorable Review of Forms Favorable fingerprint & credit Scheduling of the BI <i>(Only eligible for access to the Moderate Risk Level)</i>	Favorable Review of Forms Favorable fingerprint & credit Submission of the LBI
MODERATE		Minimum Background Investigation (MBI)	Minimum Background Investigation (MBI)	Favorable Review of Forms Favorable fingerprint & credit Scheduling of the MBI	Favorable Review of Forms Favorable fingerprint & credit Submission of MBI
LOW ³	-SF-85P -FD-258	(Not applicable – no IT positions are “Low Risk”)	Favorable Review of Forms Fingerprint and Name Check	(Not applicable – no IT positions are “Low Risk”)	Not applicable

¹ See Appendices 2, 3, and 4 for specific investigative requirements.

² Only Weapons-Carrying Contract Guards must complete the SF 85P-S in addition to SF 85P.

³ NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a DHS Personal Identity Verification (PIV) Card

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 06/09/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE/FPS/EAST CCG ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE ICE/FPS/EAST CCG	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 77 Forsyth Street SW Attn: Lawana Nunnally Atlanta GA 3030-0253	CODE ICE/FPS/EAST CCG	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PARAGON SYSTEMS, INC 14160 NEWBROOK DR. SUITE 150 CHANTILLY VA 201512297		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 1753576720000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE4-08-A-00001	10B. DATED (SEE ITEM 11) 12/31/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 32.802 (b) - Assignment of Claims

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS-07F-0418K
 HSCEE4-08-A-00001
 Guard Services for the State of Georgia

The purpose of this modification is to:

- Execute the attached Assignment of Claims for the subject BPA covering guard services within the State of Georgia. This Assignment of Claims is applicable for all BPA calls/orders prepared against the subject BPA.

The new remittance address for payments applicable to this BPA is as follows:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Leslie Raiburn	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lawana J. Nunnally
15B. CONTRACTOR/OFFEROR <i>[Signature]</i>	15C. DATE SIGNED 6-9-08
	16B. UNITED STATES OF AMERICA <i>[Signature]</i>
	16C. DATE SIGNED 6/9/08

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
HSCEE4-08-00001/P00001

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2 2

NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LSQ Funding Group, L.C. 1405 West Colonial Drive Orlando, FL 32804</p> <p>Wire payment address: Name of Bank: Bank of America, NA Account title: LSQ Funding Group, LC Account Number: [REDACTED] b4 ABA/Routing Number: [REDACTED] b4 Reference: Paragon Systems, Inc.</p> <p>No other changes.</p> <p>Period of Performance: 04/01/2008 to 03/31/2009</p>				

4. All requirements for approval have been met unless otherwise noted.

Action Recommended By:

Accept Reject

Lawana Nunnally 6/3/08
Contract Specialist Date

Legal Counsel Review:

Concur Non-concur

Robert M. Mull 6/4/08
Name of Counsel Date

Action Approved By:

Pat Regalud 6/4/08
Contracting Officer Date

May 21, 2008

ICE/FPS/West CCG/Region 9
Immigration and Customs Enforcement
Federal Protective Service
Office of Acquisition Management
Federal Ctr, Bldg 44, P.O. Box 25266
Denver, CO 80225

Re: Contract No. HSCEW9-08-F-00004 between Paragon Systems, Inc. and ICE/FPS/West CCG/Region 9 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management

Gentlemen:

Please be advised that Paragon Systems, Inc. (the "Assignor") has assigned all of its right to money due or to become due under the contract referred to above (the "Contract") to LSQ Funding Group, L.C. (the "Assignee") in accordance with 41 U.S.C. § 15. Two copies of the assignment instrument, each certified as true and correct by an officer of the Assignee, are enclosed with this letter.

The enclosed assignment and the above-referenced statute authorize and direct the contracting agency to make any and all payments due to the Assignor directly to the Bank as follows:

Please ACH contract payments to the Bank as follows:

Bank Name: Bank of America, NA

Account Title: LSQ Funding Group, LC

Account Number: [REDACTED] b4

ABA/Routing Number: [REDACTED] b4

Reference: Paragon Systems, Inc.

The mailing address of the Assignee is:

1405 West Colonial Drive
Orlando, Florida 32804

The directions contained herein may be modified only with the written consent of the Bank.

We would appreciate your acknowledging receipt of this notice by signing the enclosed copy of this notice and returning it to us in the enclosed self-addressed, stamped envelope.

Very truly yours,


LSQ FUNDING GROUP, L.C.

By: 

Name: Tania A. Daniel

Title: Account Executive

Receipt acknowledged:

By: 
Title: Contracting Officer
Date: June 4, 2008

I, Tania A. Daniel, am the custodian of the original Assignment of Contract Proceeds by and between Paragon Systems, Inc., contractor, and ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management contract number HSCEE4-08-A-00001, and I certify under penalty of perjury that this document is a true and correct copy of said Assignment.

Name: Tania A. Daniel

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21st day of May, 2008, by Tania A. Daniel, who is personally known to me or who has produced (type of identification) as identification.

Erika Bourgeois Turja

(Signature of person taking acknowledgment)

Erika Bourgeois Turja

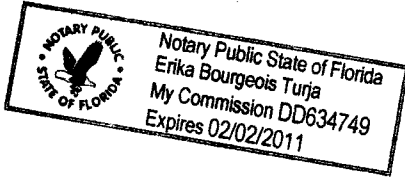
(Name typed, printed or stamped)

Notary Public

(Title or rank)

DD634749

(Commission number)



My commission expires: 2-2-2011

STATEMENT OF CLAIM

...ved, and in accordance with the Assignment of (11 U.S.C. Section 15), the undersigned Assignor (Group, L.C., a Florida limited liability company, Orlando, FL 32804, a financial institution) all monies due or to become due, including hereof and supplements thereto, from the United Liability thereof accruing under the aforementioned hereafter to become due to Assignor on account Contract or any extensions thereof, or additional any modification, amendment, change order, or

true and lawful attorney of Assignor to demand, satisfactions, either in the name of Assignor or in as Assignor could do if this Assignment had not

any work on any of the items mentioned in said

ASSIGNOR:

Dragon Systems, Inc.

Leslie Kaciban 5-22-08
Signature Date

Leslie Kaciban President
Print Name and Title

Signature must be notarized.

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before me this 22nd day of May 2008.

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SOPHIE KIGONGO
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7037889
My Commission Expires Oct. 31, 2010

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 04/25/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 180 Spring St., S.W., Suite 525 Atlanta GA 30303	CODE ICE/FPS/EAST CCG	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 180 Spring St., S.W., Suite 525 Attn: Lawana Nunnally Atlanta GA 3030-0253	CODE ICE/FPS/EAST CCG
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PARAGON SYSTEMS, INC 14160 NEWBROOK DR. SUITE 150 CHANTILLY VA 201512297		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1753576720000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE4-08-A-00001	10B. DATED (SEE ITEM 11) 12/31/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS-07F-0418K
 HSCEE4-08-A-00001
 Guard Services for the State of Georgia

The purpose of this modification is to add a modified SOW to the BPA which reflects the following changes:

- Item 14.1(C), delete the the following information.

"The contractor shall also bear all costs and responsibilities related to their employees attendance at the training and examinations, including all expenses for transportation, Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Leslie Kaciban Jr	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lawana J. Nunnally
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 7-7-08	16C. DATE SIGNED 7/22/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEE4-08-A-00001/P00002

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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)
	<p>lodging, and meals as may be necessary. The contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on the job training. All training related costs must be factored into the offering price, as they will not be itemized or paid for separately by the Government after BPA award.</p> <p>Replace with information which is highlighted in the attaced SOW.</p> <p>2. Item 14.4 Firearms and Qualification, delete the entire section. Replace with the attached revised section.</p> <p>3. Item 19.4(B) Suitability Adjudication, delete the following items:</p> <p>7. Drug Questionnaire; 8. Alcohol Questionnaire;</p> <p>4. Item 19.4 (C), add the following:</p> <p>1. Electronic Submission-OPM "e-QIP" Process: Fill out the ICE "Contractor Information Worksheet", proofread for completeness. Send it to the FPS COTR. They can fax or mail to the FPS Regional Contract Suitability Adjudication Office for continued processing."</p> <p>5. Item 19.4(F), change to read, "A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual must be formally notified and informed of the reason(s).</p> <p>6. Item 19.4, the old item F is now G; G is now H; H is now I and I is now J (see attached).</p> <p>7. Item 20,1 Background Investigations, delete item D and replace with the attached. Item D is now E, Item E is now F with additional information added and F is now G.</p> <p>No other changes.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEE4-08-A-00001/P00002

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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: 04/01/2008 to 03/31/2009				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 04/25/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 180 Spring St., S.W., Suite 525 Atlanta GA 30303	CODE ICE/FPS/EAST CCG	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 180 Spring St., S.W., Suite 525 Attn: Lawana Nunnally Atlanta GA 3030-0253	CODE ICE/FPS/EAST CCG
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PARAGON SYSTEMS, INC 14160 NEWBROOK DR. SUITE 150 CHANTILLY VA 201512297		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE4-08-A-00001	
		10B. DATED (SEE ITEM 11) 12/31/2007	
CODE 1753576720000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS-07F-0418K
HSCEE4-08-A-00001
Guard Services for the State of Georgia

The purpose of this modification is to add a modified SOW to the BPA which reflects the following changes:

- Item 14.1(C), delete the the following information.

"The contractor shall also bear all costs and responsibilities related to their employees attendance at the training and examinations, including all expenses for transportation, Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Leslie Kaciban Jr	15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 7-7-08	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lawana J. Nunnally	18B. UNITED STATES OF AMERICA	18C. DATE SIGNED
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

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Statement of Work
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STATEMENT OF WORK

1 Introduction

1.1 Use of Acronyms

This BPA contains numerous acronyms. Whenever a new term is introduced in the BPA that will be referred to by an acronym, the acronym will appear next to the term in parentheses (). The acronyms that will appear in the BPA are listed below for easy reference:

ATR	Agency Technical Representative
SGIM	Security guard Information Manual
CM	Contract Manager
CPM	Contract Performance Monitor
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
DHS	Department of Homeland Security
DOL	Department of Labor
FAR	Federal Acquisition Regulation
FLEP	FPS Law Enforcement Personnel
FPS	Federal Protective Service
FSS	Federal Supply Service, General Services Administration
HSAM	Homeland Security Acquisition Manual
HSAR	Homeland Security Acquisition Regulations
ICE	Immigration and Customs Enforcement
MAS	Multiple Award Schedule Public Buildings Service
SAS	Special Additional Services
SF 30	Standard Form 30 (Amendment of Solicitation/Modification of Contract)
SOW	Statement of Work
SUPV	Supervisor
TAS	Temporary Additional Services

1.2 Introduction (General)

This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) Solicitation/Contract number HSCEE4-08-A-00001.

- A. As an integral component of the FPS security effort, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW and in various sections of this BPA. The Contractor shall perform to the standards required in this BPA and

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will be expected to work closely with FPS representatives throughout the duration of the BPA.

- B. **Important Note:** Where the Government identifies and references specific BPA Section numbers, that reference refers to that Section in its entirety, including every subsection having the same letter and/or letter-number prefix. For example, a reference to the requirements of “Section III” includes all of Section III. Similarly, a reference to Section 7 includes Sections 7.1, 7.2, and so on, through the last subsection identified with a prefix of “7.”

1.3 Introduction (FPS)

- A. FPS is the security and law enforcement component of the Department of Homeland Security, Immigration and Customs Enforcement. FPS is responsible for protecting federally owned or leased facilities. FPS ‘s mission is to provide a safe environment in which Federal agencies conduct their business without fear of violence, crime or disorder.
- B. Contract security guards have a crucial and highly visible role in support of FPS’s mission. They are usually the first (and sometimes only) contact visitors have with the Federal community, and they are usually the first line of defense in a federally controlled facility. Visitors and federal employees perceive the contract Security Guards to be integral with the FPS mission. It is crucial that the Contractor ensure that their employees realize the importance of their role, and perform their duties courteously and professionally at all times.
- C. The Prime Contractor shall notify the COTR under the respective BPA of any work to be subcontracted. The services shall be transparent to FPS’ customers and shall use the Prime Contractor’s chain of command.

1.4 Introduction (The BPA)

The Government contemplates issuance of a Firm-Fixed Price Blanket Purchase Agreement against the GSA Schedule contract.

1.5 Introduction (BPA Calls)

- A. A “call” will be issued for services required under this BPA and will be ordered using an Optional Form 347 (OF-347), order for Supplies and Services, with a unique call number.
- B. Each call issued by the Contracting Officer (CO) shall contain the specific building(s), post locations, hours of service, and period of service required by the Government.

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- C. Under the Changes Clause of the Basic GSA schedule contract, the Government has the unilateral right to add, decrease, cancel, or modify services stated in each call issued, as long as the change is within the scope of the BPA and calls against the BPA. The Contractor will be obligated to provide services at the specified hourly rates contained in the BPA. All modifications to the BPA and calls will be accomplished using a Standard Form 30 (SF30) (form subject to change), Amendment to Solicitation/Modification of Contract. If the Government has new requirements that are not directly related to an existing call but are within the scope of this BPA, those services will be ordered by a separate call.
- D. Temporary or Special Additional Services (TAS/SAS) will be issued through separate calls. Depending on the circumstances of each order, TAS/SAS orders may be issued verbally between the CO and/or his/her designated representative and the Contractor and formalized in a written call as soon as possible after the order is made.

2 BPA Start-Up, Review, and Follow-Up

2.1 Conferences and Meetings

- A. Immediately after the establishment of the BPA(s) and prior to the Contractor's performance at the work site(s), the FPS CO shall notify the Contractor, and the FPS Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total BPA requirements and a review of the Contractor's Transition Management Plan.
- B. During the performance of the BPA, the FPS CO, COTR, and the Contractor shall meet annually or on an as-needed basis to discuss all relevant BPA issues. A mutual effort will be made to resolve all problems identified. The Contractor and the CO shall sign the written minutes of these meetings, which will be prepared by the Government and incorporated into the contract file. Should the Contractor not concur with the minutes, the Contractor shall state, in writing to the CO, any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the report in the BPA file.
- C. The Government will allow only a 60-day start-up from date of award of the contract to the initial start of performance for the state of South Carolina. The Government will allow only a 90-day start-up from date of award of the contract to the initial start of performance for the state of Georgia.

3 Authority and Jurisdiction, Permits, Licenses, and Adherence to Laws

3.1 Prior to Commencement of Work

- A. The Contractor will perform services in the States of Georgia and/or South Carolina. The Contractor must possess ALL licenses required to perform services in the States of Georgia and/or South Carolina.
- B. The applicable licensing authorities that are known to the Government at this time are: Georgia Board of Private Detective and Security Agencies located at 237 Coliseum Drive, Macon, Georgia 31217-3858, phone (478) 207-1354, or P.O. Box 13446, Macon, Georgia 31208, phone (478) 207-2440, web site <http://www.sos.state.ga.us/plb/detective>
- C. The applicable licensing authorities that are known to the Government at this time are: South Carolina Law Enforcement Division (SLED), Attn: Regulatory Unit, P.O. Box 21398, Columbia, SC 29221 or SLED, Attn: Regulatory Unit, 4400 Broad River Road, Columbia, SC 29210.
- D. **Important Note:** The Contractor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. **This information is provided as a guide only. The Contractor must verify and comply with all Federal, State, and Local requirements, whether listed here or not.**
- E. Prior to commencement of work under this BPA, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the state or local jurisdiction in which the services are to be performed to:
1. Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes. The Contractor will not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications. Contractor services rendered by a Security Guard lacking appropriate permits and certifications are non-conforming; such a breach is subject to legal remedy authorized by Federal Acquisitions or statutes.
 2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under this BPA.
 3. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual contractor employees) to the CO prior to the BPA start date and again within 15 days after each renewal of the one year

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ordering period by the Government. The Contractor shall complete and certify a written record that shows names and issue dates for each contractor employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any work. The Contractor shall provide an updated record to the Government upon the CO's or COTR's request. The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the duration of this BPA.

4. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this BPA prior to performing any work under this BPA.

F. **Important Note:** Failure by the Contractor to obtain all required licenses after award of the BPA will be grounds for termination for cause.

3.2 During Performance of BPA

- A. In performance of work under this BPA, the Contractor shall be responsible for maintaining current, valid copies of all licenses, permits, certifications, and registrations and for complying with all applicable Federal, state, and local laws and regulations associated with licensing and permit issuance. The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request, at any time, during the duration of this BPA.
- B. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the course of the BPA, including any and all additional ordering periods the Government awards. The costs associated with this requirement must be factored into the Contractor's hourly rate, as they will not be itemized or paid for separately by the Government.
- C. Failure by the Contractor to maintain valid licenses and permits will be cause for the Government to take Contractual actions, up to and including termination for default. For instance, if an armed guard's firearms permit expires, and he/she is legally required to possess a valid license while armed, the CO will require that the guard be removed from the post until a valid permit is obtained. If the Contractor fails to renew a required license and the controlling authority (state, local, etc) orders the Contractor to cease performance until the license is renewed, the Government may terminate the BPA or call for causet or take other remedies, such as issuing a Stop Work Order, obtaining performance by other sources, and deducting those costs from the price.
- D. Where contractor employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the Contractor shall remunerate the employee for all costs and fees associated with obtaining the required license/permit.

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Under no circumstances shall a contractor employee be required to pay for a contractually required license or permit without being fully reimbursed by the Contractor.

- E. Armed security guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed security guard to carry a valid firearm certificate or permit while on duty shall result in the security guard being removed from the armed post until the certificate or permit is obtained.

4 Qualifications of Personnel

4.1 General Qualifications

- A. Subject to existing law, regulations and/or other provisions of this BPA, illegal or undocumented aliens will not be employed by the Contractor, or with this BPA. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this BPA.
- B. To be eligible to perform under this BPA, all uniformed contractor employees must meet, to the satisfaction of the CO and COTR, the following requirements:
1. Be a citizen of the United States of America.
 2. Have a Social Security Card issued and approved by the Social Security Administration.
 3. Be at least 21 years of age. While there is no limit as to the maximum age of security guards, all security guards must be able to withstand the physical demands of the job and must be capable of responding to emergencies.

Note: At the request of the COTR, the CO may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.

4. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
5. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual security guards may be an asset to the Contractor, but in no circumstances should the Contractor permit a security guard who does not have a good command of the English language to work under this BPA.
6. And meet *one* of the following experience/education requirements:

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- a. Three years of security experience within the past five years; or
- b. An Associate's Degree in a related field and at least one year of experience; or
- c. Three years of military or National Guard (active duty or reserve) experience; or
- d. Successful completion of Police Officer's Standard Training (POST) course; or
- e. Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework related in the field).

Note: The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

C. Prior to working under the BPA, every supervisor and guard must possess a valid FPS certification card. The FPS certification card is evidence that the guard has:

1. Received a favorable adjudication from FPS;
2. Passed the medical examination;
3. Completed the required training;
4. Passed the required examination(s);
5. And meets all other qualification criteria to be an FPS contract security guard.

5 Quality Control

5.1 Contractor-Provided Quality Control Plan

A. Adequate and consistent quality control is an essential component of successful performance. The Contractor shall develop and adhere to the Quality Control Program which should be submitted to the Government upon BPA award. The Contractor's Quality Control Program shall include, but not be limited to, the following areas:

1. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors. (This does not pertain to routine inspections performed by Area Supervisors as part of their normal duties.)
2. Quality Control Inspection Check Lists used to conduct inspections which include, as a minimum, checks of: equipment, uniform and appearance; attendance and/or compliance with (DHS form TBD) Sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating

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procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall performance.

3. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when the Contractor's Quality Control Monitors or the Government notes superior or deficient performance.
 4. Resumes for all employees appointed to serve as Quality Control Monitors. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this BPA.
- B. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file at the Contractor's facility in sequence by inspection date for all inspections made during the entire BPA period. Follow-up reports shall be prepared and maintained in the above manner.
- C. Inspections shall be conducted by the Contractor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan.
- D. The Contractor's Quality Control Monitors must be identified and their resumes submitted in writing by the Contractor to the CO and COTR for approval prior to them performing any inspections under the BPA. All changes in appointments shall require the same approval.
- E. The Contractor shall maintain a file of all inspection reports related to the BPA and shall make those reports available to the CO or COTR upon request. The CO or COTR may also request a copy of each inspection report to be forwarded at the time it is prepared. The Contractor shall brief the COTR of any serious problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem.
- F. If the Contractor's performance indicates that additional quality control measures are needed, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the BPA and adherence to their Quality Control Plan.
- G. The Government shall consider the Contractor's adherence to their stated Quality Control Plan during annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan's schedules, methods, forms, etc., may result in Contractual actions being taken by the Government (e.g., the CO has the authority to negotiate and take an equitable adjustment from the Contractor's monthly payment for Quality Control not provided) Repeated offences can result in termination for cause.

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5.2 Government-Provided Quality Control

- A. The Government shall use all methods deemed necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the security guards' actions; and surveys of building tenants regarding the security guards' performance, including the security guards' professionalism, courtesy, and knowledge of their assigned duties.
- B. In the event a serious breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COTR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).

Para 5.2.C Deleted.

6 Services Required – Non-Supervisory Security Guards

6.1 Order of Precedence

The Contractor's employees shall perform the services as prescribed by:

- A. The BPA, including the call(s);
- B. The Security Guard Post Assignment Record (DHS form TBD);
- C. The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);
- D. Security Guard Information Manual (SGIM)

In the event of an inconsistency between documents, the BPA takes precedence over other documents.

6.2 Security Guard Post Assignment Record

- A. Security guards shall perform all tasks in accordance with the duties outlined on the Security Guard Post Assignment Record (Post Orders), which are prepared by FPS for all shifts on each post. The Post Orders define the specific duties that the contract security guards are to perform. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the COTR. The FPS COTR may modify, amend, and/or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the BPA scope has no impact on price. Such changes shall not require modification to the BPA or call.

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- B. The duties of most security guard posts require that a security guard not leave his post until properly relieved. Where this is required, it will be specifically stated on the Post Orders. Additionally, each task order will identify posts that require relief breaks.
- C. Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the call price, must be made by the CO through a written modification to the individual call. The Contractor may be financially liable for accepting or implementing changes by anyone other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a BPA or call modification.

6.3 Typical Duties

- A. Security guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have a Security Guard Post Assignment Record (Post Orders) and an Officer's Duty Book.
- B. Security guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with post orders.
- C. Security guard post assignments may include, but are not limited to the following duties and responsibilities:
 - 1. Access control;
 - 2. Package screening;
 - 3. Personnel screening;
 - 4. Traffic control;
 - 5. Visitor processing;
 - 6. Vehicle inspection;
 - 7. Communications and dispatching;
 - 8. Patrol operations;
 - 9. Emergency and event response;

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10. Raising and lowering flags.

- D. Security guards should be familiar with the area of their posts. Off-going guards should provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.

6.3-1 Access/Egress Posts

- A. Security guards must be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.
- B. Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the post orders.
- C. Security guards will control access to the post area by observing, detecting, and reporting violations of post regulations as directed by the Post Orders. Security guards must provide and maintain complete and effective surveillance, inspection and protection of all internal and perimeter areas within the designated parameters and limits of the assigned post.
- D. Security guards will process visitors as directed in the Post Orders 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 presented for appropriate personnel and package screening.
- E. Security guards shall perform package inspection when and as directed by the Security Guard Post Assignment Record (Post Orders), or as directed by the COTR in the event of an emergency or an elevated security posture. These inspections may be conducted using automated technology or by manual, visual surveillance and include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, valises, and other containers in the possession of visitors, employees, and other persons arriving on, working at, visiting, or departing from the facility. Admittance will be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- F. Security guards will be responsible for operating all security equipment on post, such as X-ray machines, magnetometers, and closed circuit television (CCTV). No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.
- G. Security guards will be required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, under-carriage inspection systems, active traffic barriers,

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and other automated security devices. The results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.

- H. Security guards will be required to answer questions and provide directions to visitors and building tenants. Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information to any visitor upon request.

6.3-2 Roving Posts

- A. Security guards will conduct patrols in accordance with routes and schedules established in the Post Orders. They will observe, detect, report, and respond to all suspected or apparent security violations. Roving security guards will be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.
- B. Some posts may require a combination of fixed hours at a security guard booth and roving patrols. Security guards should adhere to the patrol schedule as outlined in the post orders or as directed by the COTR. While roving, the security guard will store their Security Guard Post Assignment Record (Post Orders) and Officer's Duty Book at the central control point.

6.3-3 Traffic Control

When required by the Post Orders, security guards will direct traffic (vehicular and pedestrian), control parking, issue traffic courtesy violation notices, and observe the environment for suspicious vehicles or persons. Security guards may operate traffic control points and identify, delay, and detain all suspicious vehicles and personnel as necessary to maintain a level of security sufficient to ensure the safety and protection of all personnel, property, and resources within the facility.

6.3-4 Receipt, Use, and Safeguarding of Keys

- A. Based on the Post Orders and coordination with the COTR, security guards will be responsible for receiving and using keys, "key cards," lock combinations, etc, that are issued for the security guards' use. Keys and access control devices must be safeguarded and secured as sensitive assets as directed by Post Orders. All such keys and access devices are the property of the Government and are to be returned to the issuing agency at the expiration of the BPA.

- B. Security guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the FPS MegaCenter, the COTR, and the security guard's supervisor as soon as the security guard detects the loss or the problem. The Contractor shall reimburse the Government for costs associated with lost, stolen, or damaged keys and access control devices that were under the control of a contract security guard at the time of their disappearance. The MegaCenters support Department of Homeland Security (DHS) FPS alarm monitoring, emergency dispatch, radio and telephone communications, offense/incident recording and transcription services, data entry, security systems technical services, and records management activities throughout the United States.
- C. Refer to Paragraph 17. Accountability for Government Property, for additional information regarding the use and handling of Government furnished property.

6.3-5 Security and Fire Systems

- A. Security guards will monitor and operate building 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 building equipment located on or near the post, in accordance with the Post Orders.
- B. When an alarm sounds, the security guard must immediately report and record the incident as required by the Post Orders.
- C. Security guards shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems.
- D. Security guards shall immediately notify their supervisor, the COTR, and the FPS MegaCenter if any of the systems under their control malfunction, fail completely, or otherwise need maintenance.

6.3-6 Utility Systems

- A. Security guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Post Orders.
- B. During emergencies, security guards may be required to perform simple emergency-related functions that activate or deactivate building systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions will be detailed in the post orders.

- C. Security guards are not janitors, building maintenance staff, delivery persons, receiving officials, or mechanics, and will not be required or expected to provide any building systems services except the very basic functions as required in the post orders.

6.3-7 Building Rules and Regulations

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

6.3-8 Physical Security, Law and Order

Security guards shall maintain physical security, law and order as prescribed by statute, regulation, and Post Orders. Security guards are responsible for detecting, delaying, detaining, and/or apprehending persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

6.3-9 Unauthorized Access

Security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders.

6.3-10 Hazardous Conditions

In accordance with procedures in the Post Orders, security guards shall immediately report all potentially hazardous conditions and items in need of repair, including inoperative lights, locks, security hardware, leaky faucets, toilet stoppages, broken or slippery floor surfaces, blocked emergency routes or exits, etc.

6.3-11 Response to Injury or Illness

Security guards shall summon professional assistance in accordance with procedures in the Post Orders in the event of injury or illness to Government employees or others while in the building or on the grounds.

6.3-12 Additional Duties

Security guards shall turn off unnecessary lights; check safes and security containers, lock repositories, and cabinets; close and secure open windows; close and secure doors, gates and

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other facility access points; and perform any other additional duties as prescribed in the Post Orders.

6.3-13 Reports, Records, and Testimony

- A. Security guards shall prepare and maintain required reports in accordance with the Post Orders regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the COTR.
- B. While on duty, security guards shall verbally report threatening circumstances and potentially threatening activities they observe to the Guard Supervisor, FPS MegaCenter, those official specified in the Security Guard Post Assignment Record (Post Orders), and when possible, to the COTR. Whenever possible, security guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support to lessen or eliminate the potential threat.
- C. Security guards may be required to testify in various judicial proceedings on behalf of the Government. Security guards shall coordinate all BPA/call-related court appearances with the COTR. BPA/call-related court testimony on behalf of the Government shall take priority over all other Contractor-scheduled duties. Security guards who are required to make a court appearance shall be remunerated by the Contractor at the same hourly rate they would earn while on duty, and the Contractor shall in turn be remunerated by the Government. The Contractor shall be required to invoice for the actual hours the security guard spent at court (including transit times from the duty station to the court), whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying security guard may be required). Unless otherwise required by the COTR, contractor employees who are scheduled to testify on behalf of the Government shall appear for court testimony in full uniform, but without weapons/firearms.
- D. The Contractor shall provide qualified contract security guards to fulfill post requirements affected by contractor employees testifying on behalf of the Government.

6.3-14 Civil Disturbances

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

6.3-15 Emergencies

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

15.3 Physical Demands

- A. Contractor employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:
1. Subduing violent or potentially violent individuals;
 2. Work greater than 10-hour days and have the ability to work additional hours due to unexpected activity;
 3. Work under occasional tension or pressure;
 4. Work alone while armed;
 5. Frequent and prolonged walking, standing, sitting, and stooping;
 6. Apply Handcuffs;
 7. Use of handgun, make shoot/no-shoot decision with handgun, fire handgun;
 8. Occasional running or sprinting;
 9. Respond to life threatening or emergency situation;
 10. Climb while in pursuit or in an emergency situation (stairs);
 11. Pull oneself over an obstacle;
 12. Lift/carry/drag/pull/push heavy objects;
 13. Physically subdue or engage in confrontation;
 14. Physically control crowds or by-standers;
 15. Pursue suspects on foot and subdue combative person after running in pursuit.
- B. Physical stamina and all of its elements (endurance, strength, fortitude, physical tolerance, etc.) is a basic requirement of this position. Individuals deemed incapable of performing the above tasks or functions will be removed from the BPA upon the CO's request.

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- C. The Contractor shall be responsible for encouraging and promoting employees assigned to this BPA to maintain an ongoing and regular program of physical fitness, at no cost to the Government.
- D. The Contractor shall ensure that all uniformed employees assigned to work under the BPA call are in good general health without physical and/or psychological impairments that would interfere with the safe and efficient performance of their duties. The Contractor is responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation, if any, to provide, at its own expense. The Contractor, not Government, is responsible for complying with the provisions of the American with Disabilities Act of 1990 (Pub L. 101-336)(ADA) and/or the Rehabilitation Act, as applicable, with respect to its employees.
- E. Following are the essential job functions for uniformed employees working under the BPA:
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 the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
 2. Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
 3. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
 4. Ability to maintain a high degree of alertness for up to 12 hours, with the 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. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.
 6. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.

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7. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
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.).

15.4 Initial and Recurring Screening for Illegal Drugs

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

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

- A. The Contractor will perform random drug screening of 5% of the guard force assigned to this BPA over a 12- month period. Contract Security Guards must resubmit to a urine drug screening upon renewal of physical forms every three years.
- B. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration’s (SAMHSA) “Mandatory Guidelines for Federal Workplace Drug Testing Programs.” These guidelines can be accessed via the Internet at:
www.health.org/GDLNS-94.htm or at: <http://wmcare.samhsa.gov>.¹ The Contractor is strongly urged to use one of the laboratories listed on SAMHSA’s “*Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies*,” which is accessible via the Internet at: www.health.org/labs/index.htm or at: <http://wmcare.samhsa.gov>. This list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA’s current list, the Contractor must verify whether the laboratory’s methodology conforms to SAMHSA’s guidelines prior to utilizing that laboratory to perform drug screenings.
- C. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this BPA, due to widely varying standards of testing and

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

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laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the BPA may be modified to permit the use of those methods.

- D. The presence of a positive reading for *any* of the above substances over the designated cutoff level for that substance shall automatically disqualify an applicant from working under this or any other FPS security guard services BPA. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor *shall not* permit any applicant to take multiple tests in order to receive an acceptable reading.
- E. The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each contractor employee. All costs must be factored into the offering prices.

15.5 Government Requested Screening

- A. The CO or COTR shall have the express right to request targeted urine drug screenings where there is a reasonable belief by the Government that the contractor employee(s) may be under the influence of or using illegal substances. Targeted screenings shall be conducted in a similar fashion to random screenings, with the exception that the will advise the CM/ACM in writing that s/he requests a drug screening of a specific security guard. Once the written request is received, the CM shall arrange for the test to be conducted as soon as possible, but not later than three working days. The Contractor shall pay the contractor employee the normal hourly rate/salary for all time associated with taking the screening. Each screening shall follow the guidelines described in paragraph 15.4 above.
- B. Contractor employees who undergo either random or targeted urine drug screenings may continue working under the BPA until the results have been provided to the Contractor. In the event that the results of any urine drug screening, whether random or targeted, are negative, the Government shall bear the expense of the screening. (NOTE: this does not apply to the pre-employment urine drug screening). The Contractor shall invoice the Government for the actual cost of the drug screening plus the hourly rate paid to the contractor employee(s) to take the test. In the event that the results are positive, the Contractor shall **immediately** remove the contractor employee(s) with a positive reading from the BPA/call and **immediately** inform the COTR and CO of the result and the employee's removal from the BPA. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the positive reading.
- C. Any contractor employee who undergoes either a random or targeted urine drug screening and tests positive for any of the substances shown above shall be permanently disqualified from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period, the affected contractor employee *shall not* be authorized to take additional tests to achieve an acceptable reading.

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16 **Conduct of Contractor Personnel**

A. General

1. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.
2. Each contractor employee is expected to adhere to standards of behavior that reflect credit on himself, his employer, and the Federal Government. The CO and COTR have the authority to cause the retraining (at the Contractor's expense), suspension, or removal of any contractor employee from the BPA who does not meet and adhere to the Standards of Conduct as required in this BPA and the SGIM.
3. The Government may request the Contractor to immediately remove any employee from any or all locations where the contractor has contracts with the Federal Protective Service should it be determined that the employee has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The Contractor must comply with these requests in a timely manner. For clarification, a determination of unfitness may be made from, but not be limited to, incidents involving the most immediately identifiable delinquencies or violations of the Standards of Conduct.

B. The Contractor is also responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing on the BPA:

1. Disturbing papers on desks, opening desk drawers or cabinets, or using Government equipment (i.e. computers, telephones, etc.) except as authorized by this BPA and the post orders.
2. Violations of the Federal Management Regulations Subpart C, *Conduct on Federal Property* (41 CFR 102-74) (see exhibit 7).
3. Using personal electronic equipment such as cellular phones, computers, personal digital assistants, electronic games, audio or video equipment, televisions, etc. while on duty.
4. Using or possessing personal reading materials (newspapers, magazines, books), engaging in academic studies, or playing games (cards, puzzles, etc.).

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5. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
6. Immoral or disorderly conduct, use of abusive or offensive language, or quarreling.
7. Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the Government.
8. Theft, vandalism, immoral conduct, or any criminal actions.
9. Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects; failure to pass drug screening test.
10. Improper use of official authority or credentials.
11. Unauthorized use of communications equipment or Government property.
12. Violation of security procedures, Post Orders, memoranda, regulations, or other directives.
13. Failure to cooperate with Government officials or local law enforcement authorities during an official investigation.
14. Failing to demonstrate courtesy and good manners toward building occupants, Federal officials, and the general public. Not displaying a respectful and helpful attitude in all endeavors will be cause for removal from post. Continued complaints shall be cause for removal from the BPA.
15. Unauthorized use of Government property inclusive of communication equipment, phones or radios, credit cards, travel vouchers or automobiles. The Contractor shall pay for any unauthorized telephone calls or use of credit cards. Violators shall be subject to criminal prosecution.
16. Conducting personal affairs during official time including entering into business arrangements or giving legal advice to persons while on government property.
17. Entertaining, socializing with visitors, building tenants, friends and family members, or other security guards while they are on break or off-duty.
18. Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on government property, or granting special favors to agency employees, family members, and their friends.

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19. Disclosing any official information or making any news or press releases.
20. Engaging in audacious or demeaning discussions concerning Government internal matters, policies, grievances, legal issues, or personalities; or financial, personal, or family matters with building occupants, family members, the public, or any known associate of the above.
21. Disclosure of any information involving duty assignment(s), security equipment, practices, procedures, operations, or other security related issue shall require the expressed approval of the COTR.
22. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of the work site security, or any other act, that constitutes neglect of duties. Violating security procedures or regulations.
23. Unauthorized post abandonment. Not remaining on duty until properly relieved. Deserting a duty post.
24. Receiving traffic violations, notices, tickets (unless favorably adjudicated) while in the course of official duty. Violating or permitting others to violate agency parking procedures or regulations.
25. Gambling or unlawfully wagering or promoting gambling.
26. Knowingly associating with persons known to be convicted felons or persons known to be connected with criminal activities. (This does not apply to immediate family members).
27. Accepting or soliciting gifts, favors, or anything of value in connection with official duties.
28. Displaying unethical or improper use of uniform, uniform badge and/or other Government identification for other than official business while on or off duty.
29. Knowingly giving false or misleading statements or concealing material facts in connection with travel vouchers, official reports, any records, investigations, or other proceedings.
30. Knowingly making false statement(s) about other contractor employees/officials, Government employees, or the general public.

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31. Involvement in any form of discrimination or sexual harassment of other contractor employees, Government employees or members of the general public as prescribed by law.
 32. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.
 33. Eating, smoking, drinking at the duty station, or taking breaks in any location except those designated as authorized break areas as determined by the COTR.
 34. Employment, with or without compensation, by any foreign government, firm, corporation, or individual that is either controlled or managed by any foreign government.
 35. Employment as a Government or contractor employee of Government, or any other position that would constitute a real or apparent conflict of interest.
 36. Misuse of issued weapons or the carrying of any non-issued weapons, as defined by Federal, State, or local law in the jurisdiction where the violation occurs.
- C. All contractor personnel are expected to behave courteously and professionally toward all persons encountered in the performance of BPA related duties, including Federal employees, building tenants, and the general public. The CO and/or COTR may require retraining, suspension, or dismissal of any contractor employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with this BPA.
- D. The CO will make all determinations regarding the removal of any employee from any or all locations where the contractor has contracts with the Federal Protective Service. In the event of a dispute, the CO will make the final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing.

17 Government and Contractor Furnished Property

17.1 Government Furnished Property (Use, Accountability, and Care)

See Exhibits 3A, 3B, 3C, 3D and 3E for further details and specifications of Government-furnished property required for this BPA.

The Contractor shall be provided and shall use or operate in a responsible manner Government furnished property deemed necessary by the Government to aid the Contractor in the

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performance of work. **The Contractor is solely responsible for the care and accountability of all Government provided equipment used in performance of this BPA.**

- A. The Contractor shall provide an inventory of Government furnished property (GFP) on a monthly basis. The inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment.
- B. The following types of supplies, materials, equipment, and facilities/office space, may/will be furnished as deemed necessary by the Government:
 - 1. Electronic, electro-mechanical and mechanical equipment, such as installed alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions, and security systems monitoring equipment.
 - 2. Security guard office, furniture and furnishings including locker/dressing rooms, lockers, office equipment, and classroom training facilities, when available.
 - 3. Building utilities and services will be afforded the Contractor in accordance with established building operations and procedures. This includes the use of concession facilities, restrooms, and medical facilities (when available, for emergency purposes).
 - 4. Limited occupation and use of federally controlled office space, where available, for the Contract Manager and/or Supervisors to conduct official contract business.
 - 5. The Government may provide communications equipment and devices as specified in Exhibit 3A for the conduct of official business under this BPA. This may include desktop and mobile computer equipment, desktop and mobile telephones, facsimile machines, xerographic copiers, printers, and 2-way radio equipment.
 - 6. Unless otherwise specified, the Government is responsible for the repair and maintenance of Government furnished property. The Contractor is responsible for the timely reporting, as identified herein, to the COTR of any property deficiencies or losses.
- C. The following administrative and procedural forms will be provided by the Government:
 - 1. All Government administrative forms prescribed for use by contractor employees under this BPA. See Exhibit 1A for a complete list of required Government forms.
 - 2. Officer's Duty Book, including all inserted information required. The COTR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book.

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3. Operations and maintenance manuals for Government provided equipment and systems, such as alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions, and security systems monitoring equipment.

17.1-1 Use of Government Property

- A. Government property shall be used for official Government business only in the performance of this BPA. The Contractor or the Contractor's employees will not use government property in any manner for any personal advantage, business gain, or other personal endeavor. The Contractor shall remunerate the Government for expenses associated with misuse or abuse of Government furnished property or equipment by the Contractor's employees.
- B. The Contractor will certify in writing all licenses and permits issued to the Contractor or Contractor employees required by law for the use and operation of Government furnished property or equipment.

17.1-2 Accountability of Government Property

- A. All property furnished by the Government under this BPA shall remain the property of the Government. Upon termination or conclusion of the BPA, the Contractor shall render an accounting of all such property that has come into their possession during the course of the BPA. A Government property receipt form will be used for the Contractor to acknowledge the receipt of all Government-issued property.
- B. Any property furnished by the Government to fulfill BPA requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contractor employees who misuse, willfully damage, or willfully destroy Government property may be removed from the BPA and may face further penalties as deemed necessary by the Government.
- C. The Contractor shall identify loss or damage to Government-furnished property to the COTR as soon as possible, but not later than 24 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform monthly inventories of all Government-furnished property. Inventory reports shall be in writing using a Government form or format approved by the COTR.

17.1-3 Safeguarding Government Property

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- A. The Contractor shall take all reasonable precautions, as directed by the Government or, in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.
- B. If the work under this BPA requires that the contractor employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for his/her own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default. Additionally, the Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

17.1-4 Malfunctioning Government Property

The Contractor shall be responsible for reporting to the COTR, the malfunctioning of any Government equipment used by the Contractor or the Contractor's employees within no later than 24 hours after the malfunction is detected. The FPS MegaCenter shall be contacted for after-hours reporting of malfunctioning equipment or if the COTR is not available.

17.2 Contractor Furnished Property (Use, Accountability, and Care)

17.2-1 Contractor Furnished Property

- A. The Contractor shall furnish and maintain in acceptable condition, at no cost to contractor employees, all items of uniform and equipment necessary to perform work required by the BPA (including each call issued under this BPA). The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this BPA.
- B. The Contractor shall provide an inventory of Contractor Furnished Property (CFP) on a quarterly basis. The inventory shall include all Contractor furnished equipment, uniforms, and non-expendable supplementary equipment. See exhibits 2A, 2B, 2C, 2D, and 2E for a list of specific CFP required for this BPA.

17.2-2 Equipment

- A. The Contractor will be required to furnish some or all of the types of equipment described herein.
- B. Communications equipment as described in Exhibit 2A. This equipment may include two-way mobile and portable wireless radio equipment, radio base, relay, and repeater equipment,

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radio equipment accessories (i.e. external speaker/microphones, batteries, rechargeable batteries, battery chargers, antennas, etc.).

1. The Contractor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies. The Government, at its discretion, may identify the radio frequencies to be used by the contractor.
 2. The Contractor must ensure useful availability of all Contractor furnished communications equipment on a continuous basis. The Contractor shall immediately provide fully- operational substitute communications equipment in the event any equipment is temporarily inoperable.
- C. The Contractor shall obtain all applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for the operation of vehicles, required by the Government. The Contractor shall ensure that Contractor employees obtain all applicable operator's licenses and permits required by law to operate required equipment. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor.
- D. Firearms, ammunition, and less-than-lethal weapons as described in Exhibit 2E. This equipment may include handguns, pistols, O.C. or pepper spray, etc. Modifications to firearm mechanisms must comply with manufacturer's specifications and requirements. Ammunition must be acquired from a commercial source.
1. The Contractor shall obtain all applicable permits, licenses, and registrations in accordance with applicable Federal, state and local laws for the acquisition, carriage, and use of firearms and ammunition. All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the Contractor.
 2. The Contractor shall acquire and maintain an ample supply of appropriate cleaning products (i.e., cleaning solvents, lubricating oil, rods, brushes, patches, etc.). The Contractor must also provide applicable accessories such as clearing barrels, trigger locks, gun lockers, etc.
 3. The Contractor shall provide all training for primary and any additional or intermediate weapons used under the BPA.
 4. The amount and type of ammunition, including additional rounds for contingency, is specified in Exhibit 2E. The additional ammunition shall be provided, stored, and secured off-site by the Contractor. Old duty ammunition will be periodically rotated with new ammunition to ensure that each employee is provided new ammunition at least annually.

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5. The contractor employee shall inspect his/her issued firearm at the commencement of each tour of duty. Each firearm shall be cleaned and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition. All firearms will be loaded with approved ammunition, including one round in the chamber (if applicable), prior to the security guard's tour of duty.
6. Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place off-site.
7. The Contractor shall provide a list of serial numbers of firearms to the COTR prior to the BPA call performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change. On-site supervisors and security guards shall account for all firearms, and shall make accurate receipt and return entries on the Firearms and Equipment Control Register, DHS Form (to be determined), at the beginning of each shift. The COTR will provide an ample supply of the DHS form.
8. In the event that a firearm is lost or stolen, the Contractor shall notify the FPS MegaCenter **immediately** and shall relate all the particulars known regarding the loss or theft of the weapon. Further, the Contractor shall provide a detailed written report to the COTR within 24 hours of the incident, including the date and time of the incident. The Contractor shall also notify the COTR of the serial number for the replacement weapon.

17.2-3 Uniforms

- A. The Contractor will be required, as specified in Exhibit 2C, to furnish some or all of the types of uniform items described herein.
- B. Exhibit 2C shows the standard required uniform components and the recommended quantities of the components. The Contractor's security guard force uniforms shall be consistent with requirements specified herein. All security guards performing under this BPA, with the exception of off-duty Police Officers, shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.
- C. All Security Agency uniforms must be clearly distinguishable from and not confusingly similar to any uniforms used by law enforcement agencies in the states of Georgia and South Carolina.
- D. Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the uniform. Identification nametags and the FPS certification card shall be worn over the right breast shirt pocket.

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- E. Long sleeve shirts will be required beginning the last Sunday in October and short sleeves beginning the last Sunday in April. The dates may be adjusted with the approval of the COTR; however, all security guards on any one shift must be in the same uniform with the same sleeve length.
- F. Shoes shall be low quarter or high-topped boot with police or plain toe and standard heel. The color of the shoe shall be standard black. The Contractor is not required to provide shoes but must insure that the employees working are in accordance with the BPA requirements. Any deviation from the above requirements must be approved by medical authorities and submitted to the COTR.
- G. Uniform accessories and equipment and the wearing of them shall conform to standards and usage prescribed and in effect for FPS Law Enforcement Personnel. The color of uniform accessories and equipment shall be standard black. All security guards shall wear the same color and style or type of uniform accessories and equipment. Specific uniform requirements and quantities are listed in Exhibit 2C.
- H. Security guards are expected to comply with standards for wear and care of uniform items. The proper wear of uniforms and the care of uniforms and equipment is covered in the Contractor provided training and the *Security Guard Information Manual*. The SGIM will be used as the standard for the wear and care of uniforms and equipment.

17.2-4 Supplementary Equipment

The Contractor will be required, as specified in Exhibit 2D, to furnish supplementary equipment items. Security guards shall not possess any unauthorized supplemental or personal equipment, such as privately owned (e.g., equipment not issued by the Contractor or required by the BPA) firearms, knives, "come-alongs", or other such nonstandard items. Security guards who are found to possess such unauthorized equipment while on post shall be removed from the BPA.

18 Regulations, Handbooks, and Other Applicable Documents

- A. FPS regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed by the Contractor are listed below. Supplementary regulations, which are provided to the Contractor by the CO or his/her authorized representative shall also be in effect and will be incorporated by BPA modification.
- B. An Officer's Duty Book shall be furnished by the COTR and maintained by the Contractor at the central control point and shall contain complete duty instructions for emergency procedures.

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- C. A separate loose-leaf binder shall be furnished by the COTR and maintained by the Contractor at each additional fixed post and will contain only those items of duty instructions pertinent to that specific post.
- D. The Officer's Duty Book, Post Orders, and any supplemental memoranda, directives, or other information is considered Sensitive But Unclassified/Law Enforcement Sensitive information. The Contractor and its employees are restricted from disclosing this or any other operational information to individuals outside of the FPS/Contractor community. The Officer's Duty Book shall not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COTR.
- E. *Conduct on Federal Property* (FMR 41 CFR 102-74) placards are posted in buildings under the charge and control of the General Services Administration and are applicable to all persons entering in or on such property.
- F. *Security Guard Information Manual* (SGIM). This handbook contains the information all security guards and supervisors must read and be familiar with prior to assuming duties under this BPA. The COTR shall give the Contractor one (1) electronic copy of this manual at the pre-performance meeting held shortly after BPA award. The Contractor shall provide to each uniformed contractor employee a legible, securely bound copy of the SGIM upon beginning the basic training course.

19 Security Guard Certification / Security Requirements

19.1 General

- A. All personnel performing on this BPA must pass a suitability determination conducted by the Government. Contractor personnel will not be able to perform under this BPA until appropriate suitability determinations have been made. The Government will provide all necessary forms at the time of BPA award. The DHS Office of Security will accept only complete security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 days after BPA award.
- B. The Contractor should follow the procedures listed below to obtain an FPS certification card for each contractor employee:
 - 1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the BPA eligibility requirements, including medical and drug testing.
 - 2. Submit the suitability package to the FPS Contracting Officer's Technical Representative and await the results of the adjudication. This process may take approximately one to three months if all forms are legible and complete. However, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor

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will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.

3. Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other Contractor-provided training requirements. The Contractor may proceed with Contractor-provided training while awaiting results of the suitability adjudication process. This does not include the FPS Written Exam.
4. After the Contractor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the Contractor shall submit the following information to the FPS COTR for an FPS certification card:
 - a. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth and that all pertinent documents are on file at the Contractor's facility. (See exhibit 8).
 - b. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
 - c. A Contract Guard Qualification Certificate. The guard's name, and the name of the Contractor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
 - d. A Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification satisfying the Lautenberg Amendment that states s/he has not been convicted any offense related to domestic violence. The CO shall provide the Contractor with an adequate supply of these forms (See exhibit 1B.). This form shall be valid for a period of one (1) year and must be re-submitted concurrent with the guard's annual firearms re-qualification.
- C. FPS will type on the certification form the date of issuance, qualifications, and expiration date or "TOC" to designate expiration upon completion of the term of the BPA. FPS will then laminate the completed form and issue it to the Contractor.
- D. No guard or supervisor shall be permitted to work under this BPA without a valid certification card.
- E. The certification card shall be worn on the outermost garment of the guard's uniform.
- F. The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but also a valid CPR/First Aid card and a valid firearms permit.

- G. The Contractor must return employees' certification card to FPS within five (5) workdays upon the termination of the guard's employment or the guard's removal from the BPA. At the end of the BPA period, the Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts. Possession of an FPS certification card does not waive any other BPA requirement.

NOTE: Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the contractor employee's certification status (i.e., suitability determination, medical examination, firearms requalification, CPR/First Aid certification). See exhibit 8 for the list of individual certification elements.

IMPORTANT NOTE: The CO shall have the express authority to demand return of the FPS Certification card for any contractor employee who does not maintain compliance with the BPA qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the BPA until such time as s/he comes into full compliance with all qualification/certification criteria.

19.2 Security Management

- A. The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the DHS Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.
- B. The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this Contract. Should the COTR determine that the Contractor is not complying with the security requirements of this BPA, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

19.3 Suitability Determination / Entry on Duty Decision

- A. DHS 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 the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD

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decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, *at any time during the term of the BPA*. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Contractor employees assigned to the BPA not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

- B. Contractor employees awaiting an EOD decision may begin work on the BPA provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if a Government employee escorts the contractor employee. This limited access is to allow contractors to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

19.4 Suitability Adjudication

- A. After award of the BPA and prior to any contractor employees being permitted to work under the BPA, the Contractor is responsible for ensuring that the contractor employees receive formal suitability adjudication by FPS. All contractor employees shall receive formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers that visit the work sites. Contractor suitability determinations are to be made in accordance with the criteria outlined in 5 CFR 731.202.
- B. Once a prospective contractor employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this paragraph and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following Government furnished forms for each contractor employee:
1. Two (2) completed original Forms FD-258, "Fingerprint Chart;"
 2. Standard Form 85P, "Questionnaire for Public Trust Positions" (plus one copy)
 3. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (plus one copy)
 4. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (plus one copy)
 5. Foreign National Relatives or Associates Statement (plus one copy)
 6. Lautenberg Amendment Statement (plus one copy) (Exhibit 1B)
 7. ~~Drug Questionnaire (plus one copy)~~

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~~8.~~ Alcohol Questionnaire (plus one copy)

~~9.~~7. Financial Disclosure Report (plus one copy)

~~10.~~8. Non-disclosure Agreement (plus one copy)

- C. Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting contractor employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly.

1. ELECTRONIC SUBMISSION-OPM "e-QIP" Process: Fill out the ICE "Contractor Information Worksheet", proofread for completeness. Send it to the FPS COTR. They can fax or mail to the FPS Regional Contract Suitability Adjudication Office for continued processing.

- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.

- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.

- F. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).

- F.G. If FPS finds a contractor employee to be unsuitable to work as a result of the suitability investigation under the BPA, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the BPA, and the Contractor shall in turn immediately remove the affected employee from the BPA. The security guard or the Contractor may appeal the suitability determination to the CO. However, in such cases the

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Contractor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. **Under no circumstances shall a contractor employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract. This requirement also applies to contractor employees whose unfavorable adjudication is pending appeal.** Disqualifying information includes but is not limited to the following:

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

G.H. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the BPA for five (5) years (if nothing occurs within the 5- year period that would render the security guard unsuitable for continuing performance under the BPA). The Contractor shall **immediately** notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any contractor employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). **The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the BPA after his/her suitability clearance has expired shall be removed from the BPA until a new favorable suitability determination is made.** The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date (refer to paragraph B above for forms requirements).

1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.

H.I. For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.

1. Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level indicated in Appendix 1.

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Such contractors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.

2. Lawful Permanent Residents who have been investigated and approved by Components prior to the issuance of this MD to work on unclassified contracts may remain in the present position. However, they are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.

H.J. FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. FPS may, as it deems appropriate, authorize and grant temporary clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

20 Security Clearance Requirements

20.1 Background Investigations

- A. In addition to meeting the FPS background suitability, additional security clearances may be required by the BPA and call(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency, as appropriate (refer to Exhibit 1) for further information as to whether this BPA will require such clearances). Where such clearances are required, employees shall be subject to a security investigation by the Government prior to being allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) during the term of the BPA. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, or other agency.
- B. The Government shall notify the Contractor of the required security classification of this BPA and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.
- C. In all areas requiring a DOD, DOE, NRC, or other agency security clearance, the Contractor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at www.dss.mil or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense

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Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and for NRC at www.nrc.gov. Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to be assigned to classified areas. (Exhibit 6A, Security Clearance Requirements).

D. A security clearance determination of whether an individual should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, Industrial Security Program. For contractors processed in accordance with DHS MD 11035, the investigative standard for access to Secret classified information will be a MBI. The minimum investigative standard for access to Top Secret classified information will be a SSBI. Each designated employee must complete all applicable forms.

D.E. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each BPA security guard employee performing under this BPA, as well as the firm employees, who may, in the performance of this BPA, visit the work site.

E.F. Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the BPA needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the BPA. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the BPA or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.

- a. Standard Form 85P, "Questionnaire for Public Trust Positions"
- b. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions"
- c. Lautenberg Amendment Statement (plus one copy)
- d. FD Form 258, "Fingerprint Card" (2 copies)
- e. Foreign National Relative or Associates Statements
- f. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- g. Contractor Information Worksheet

Required forms will be provided by DHS/ FPS at the time of award of the contract. Only complete packages will be accepted by the DHS/ FPS Contract Suitability Adjudication Program Office. Specific instructions on submission of packages will be provided upon award of the contract. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP

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(electronic Questionnaires for Investigation Processing). (For the Electronic Submission process refer to Chap. 19.4C.1).

F.G. The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each affected contractor employee. The costs should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.

NOTE: The Contractor is advised to only submit security packages on suitable prospective employees whose integrity, credit, and character will meet the security suitability requirements of DHS. DHS will likely consider as being unsuitable prospective employees who fail to truthfully represent their credit history; who make no attempt to pay debts; and whose character could be questionable because of serious arrests, illegal drug use, or abuse of alcohol.

IMPORTANT NOTE: Be advised that unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

20.2 Access To Classified Information (Contractor)

- A. The Department of Homeland Security (DHS) has determined that the performance of this BPA requires that the Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) require(s) access to sensitive DHS information or classified National Security Information (herein known as classified information). Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.
- B. See exhibit 6C *Security Suitability Requirements* for a determination of which, if any, Contractor facilities and Contractor personnel, including Contract Manager or Supervisor, assigned to this BPA are required to possess up to a TOP SECRET security clearance.
- C. If access to classified information is required as identified in Exhibit 6C, the Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government facility, it will abide by the requirements set by that agency. If these procedures are not properly followed by the Contractor, it will result in deductions from monthly invoices.
- D. The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as

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a minimum, interim facility clearance requirements subsequent to the official award date, and/or at least thirty- (30) days prior to the BPA start-up date.

- E. If access to classified information is required as identified in Exhibit 6C, the Contractor must possess a TOP SECRET facility clearance consistent with the NISPOM prior to BPA award. If an unclear firm is selected, DHS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, DHS may terminate the BPA for the convenience of the Government.

20.3 Continued Eligibility

- A. If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the BPA.
- B. The FPS Regional Adjudications Office may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists.
- C. DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this BPA.
- D. The Contractor will immediately report any adverse information coming to their attention concerning contractor employees under the BPA to the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.
- E. The Contractor must notify the Security Office of all terminations/resignations within five days of occurrence. The Contractor will return any expired DHS/FPS issued identification cards and building passes, or those of terminated employees to the COTR. When a controlled personnel identification system is used by a tenant agency at a site at which the contractor employee is assigned for duty, and the tenant agency provided the contractor employee with the necessary Government identification, the Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the BPA, whichever comes first. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass card.

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21 Personal Appearance and Grooming Standards

Security Guards shall be in uniform and maintain a neat, clean, and business-like appearance and comply with dress standards while on duty. Failure to meet the requirements of appearance and wearing of the uniform as noted herein is considered as being "out of uniform". Security guards who are out of uniform are not meeting the requirements of this BPA and are not qualified to meet post requirements. The COTR may consider a post as being unfilled if occupied by a security guard who is out of uniform.

A. The personal appearance and grooming standards required by this BPA are listed below:

All security guards shall wear clean, properly fitted uniforms when on duty. The uniforms are to be free from defects and worn or frayed fabric.

1. Only conservative prescription eyeglasses may be worn with the uniform. Sunglasses or eyeglasses that are faddish in style or color (e.g. bright, iridescent or fluorescent orange, yellow, red, etc.) or have lenses or frames with initials or other adornments shall not be worn. Mirrored or opaque sunglasses may not be worn. Frame holders which are navy blue or black in color and otherwise unadorned may be worn. Sunglasses or darkly tinted glasses shall not be worn inside the building unless determined as medically necessary by a licensed medical physician.
2. Security guards shall not wear jewelry such as earrings, bracelets, chains, religious insignia, buttons, or pendants. Security guards may wear one ring or ring set on the third finger of each hand, a modest necklace that is completely concealed beneath the uniform shirt, and a watch on either wrist.
3. Only authorized logos and accessories shall be worn on or with the security guard uniform. At no time shall a contractor employee display, or cause to be displayed, any contractor insignia or logo while on duty without written approval of the COTR.
4. Long sleeve shirts shall be worn with the cuffs fully extended and buttoned. Short sleeve shirts shall be worn with one button open at the collar and sleeves fully extended.
5. Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.
6. Undershirts shall be white or neutral and worn in such a manner so as to be concealed from view. No lettering or design shall be visible through the uniform shirt.
7. If a mustache is worn, it shall be kept neat and trimmed evenly so that no portion extends more than one-half (1/2) inch below or beyond the line of the individual's upper lip.

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8. The face shall be kept clean-shaven. The temporary wearing of beards may be authorized by the COTR if prescribed by a board-certified medical doctor for pseudofolliculitis barbae. In such cases, the beard shall be neatly trimmed to a length not to exceed one-quarter (1/4) inch. Medical certification for shaving waivers shall be resubmitted every 120 days.
9. Hair and/or wigs, for females, must be a natural hair color and kept clean, neat and styled to present a managed appearance. Hair shall be arranged so that it does not extend more than 2 and 1/2 inches below the bottom of the collar. Bouffant and modified bush styles are acceptable if they allow for proper wearing of headgear. Plaited or braided hair shall be permitted only if worn under headgear. No decorations shall be worn in the hair and items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blend with the hair.
10. Hairpieces for males must be a natural hair color, neatly groomed and shall not fall over the eyes or exceed the top of the collar. It shall be kept clean and the length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. Also, the bulk or length of the hair shall not interfere with the wearing of headgear and no decorations shall be worn in the hair.
11. For males, hair length must not exceed the top of a shirt collar. Females may wear their hair in an "up" style so as not to interfere with the wearing of the uniform or use of equipment. The Contractor is responsible for ensuring that security guards maintain a neat appearance in accordance with generally accepted standards of the community.
12. Sideburns shall not be conspicuous and shall be neatly trimmed at all times. Sideburns shall not extend below the bottom of the ear, and must be constant in width (not flared), and with a horizontal clean-shaven end.
13. Fingernails shall be free of dirt and trimmed to not extend further than 1/8 of one inch beyond the tip of the finger. Fingernail polish may be used if the color is neutral.

22 Contractor Employee Reinstatements

- A. When the Government takes action that may impact upon the suitability or work fitness status of a contractor employee, the Contractor may appeal the decision to the CO.
- B. If the CO made the initial decision, a senior manager within the FPS Regional Office or headquarters Security and Law Enforcement Division will review the appeal. The appeal decision will be provided to the Contractor in writing with a brief explanation of the decision to uphold or reverse the CO's decision.

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- C. Every effort will be made by the Government to expedite processing of the appeal. In most cases the appeal will be decided within two (2) to four (4) weeks, depending on the complexity of the case.
- D. While the appeal is being considered, the Contractor **shall not** permit the employee to work under this BPA.

23 Contractor's Personnel Filing System

A. To minimize duplication of effort by the FPS and the Contractor, the Contractor shall maintain personnel files on-site for all employees who work under this BPA. Files shall be maintained at either the Contract Manager's on-site office or the Contractor's regional corporate office. Each guard's file **must** contain the following information:

1. Application for employment, including DHS 176, FD 258, resume or detailed prior work history and references;
2. Results of all criminal history checks obtained by the Contractor;
3. U.S. Citizenship and Immigration Services Form I-9 *Employment Eligibility Verification* (OMB No. 1115-0136);
4. A copy of DHS 11000-6 *Non-Disclosure Agreement*,
5. A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;
6. Records of all basic and refresher training attendance and, where required, test scores;
7. Records of all firearms training and qualification scores, where required by the BPA;
8. Records of all successfully completed Government-provided training;
9. A copy of most recent CPR, First Aid, and AED certification card;
10. A copy of most recent Medical Evaluation (SF 78);
11. Results of all drug screenings administered (both pre- and post- employment);
12. A copy of DHS the certification card;
13. A copy of all firearm licenses and certifications required by state and local regulations;
14. Records of guard's suitability information (including date current suitability expires);

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15. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the BPA;
 16. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this BPA; and
 17. A copy of any National Security Information clearance issued, where required by this BPA (i.e., Secret/Top Secret).
- B. The Contractor's filing system shall be consistently applied and maintained. Required documents shall be placed under the same Section/tabs in every contractor employee's file.
- C. The CO, or COTR shall have the express authority to review **any** contractor employee's file at **any time** during the course of the BPA. The Contractor shall maintain all personnel files for a minimum of five (5) years after BPA closeout (upon receipt of release of claims).
- D. The CO or COTR can request, at any time during the course of the BPA, a spreadsheet or other tracking system (either in paper form or in electronic form) that clearly details the status of all contractor employees pertaining to BPA requirements.
WEB Contract Guard Employment Requirements Tracking System (CERT)
 1. *The CERT's excel spreadsheet is used by FPS personnel to input security officer information into a national database (CERTS), It is imperative that the information is correct and current.*
 2. *The FPS CERT Excel Spreadsheet will be provided to the Contractor after award and shall be used by the Contractor to document the fact that their personnel are certified as outlined in the contract. The dates listed on the CERTs Excel Spreadsheet must match the paperwork in the Contractor employee's security officer training folder.*
 3. *The CERT's excel spreadsheet shall be updated monthly by the Contractor and forwarded to the local FPS representative/COTR via email.*
- E. The Contractor may maintain either a hard-copy (paper) file or a computerized system containing all the information required above. However, if the Contractor uses a computerized filing system, all forms must be scanned into the computer and must be legible.
- F. **False statements, certification, or falsification of any documents required in this contract (BPA) by the Contractor, Contract Manager, or any contractor employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate investigations by its Office of Inspector General or the 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 the Government tolerate falsification of required documents.**

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24 Transition of Guard Services

- A. A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities.
- B. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees. The Contractor may notify the predecessor Contractor's employees that the Contractor will be assuming services upon the BPA start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor's employees while they are on duty, provided that there is no interference with the contractor employee's assigned duties (e.g., during "off hours" or during relief or lunch breaks). However, the Contractor **may not** interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.
- C. The Government will provide the Contractor with the names, social security numbers, and anniversary dates of all employees working under the predecessor Contract as soon as is feasible after BPA award. The Service Contract Act does not require the predecessor Contractor to provide this information earlier than 10 days prior to the predecessor Contract ending date; however, the Government will request cooperation by the predecessor Contractor to provide this information 10 days prior to start of performance. .
- D. The Contractor shall provide a Transition Management Plan within five (5) working days after award of the BPA that should include details of the following elements:
1. A strategy for implementing supervisory functions,
 2. The process for transitioning predecessor employees,
 3. Equipment inventory and maintenance plan,
 4. Weapons security and maintenance plan,
 5. Ammunition management plan,
 6. A plan for establishing a reserve force and the current status of staffing levels,
 7. A progress report on obtaining permits, licenses, and registrations,
 8. A status report on submitting applications for personnel clearances,

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9. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.

24.1 Phase-Out of Services and Continuity of Services

- A. The Contractor must recognize that services under this BPA are vital to the Government and must be continued without interruption. Upon BPA expiration, a successor Contractor may continue such services. The Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. The Government will request and the contractor shall provide the names, social security numbers, and anniversary dates of all employees when a new solicitation for follow-on services is developed.
- B. After a new BPA is awarded, the Contractor shall disclose necessary personnel records sufficient to allow the successor Contractor to conduct interviews for possible transition (if the Contractor is not awarded the successor contract/BPA). If selected employees are agreeable to the change, the incumbent Contractor shall grant release at a mutually agreed date.
- C. The extent to which the Contractor cooperates with the Government and the successor Contractor during the contract/BPA transition will be noted in the Contractor's final performance evaluation and will be part of the final performance rating.
- D. As part of the closeout process, the prior Contractor shall turn over to the successor Contractor all training, medical, suitability, and security records of officers from the prior Contractor who will work for the successor Contractor, within 30 days of the final day of performance. Failure to do so shall result in FPS withholding 10% of the final payment until this action is accomplished.

25 Performance Evaluations

- A. The CO and/or COTR shall meet with the Contractor (either in person or via teleconference) on a regular basis and prior to all performance evaluations to discuss the results of the Government's quality control findings and the overall performance of the contract/BPA by the Contractor. The intention of these meetings is to establish a "meeting of the minds" between the Government and the Contractor, and to ensure the effective performance of the Contractor. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance evaluation being given, in order to demonstrate the Government's good faith and paramount intention to obtain successful performance by the Contractor.
- B. The Government shall formally evaluate, in writing, the Contractor's performance *at least* once per year. The Contractor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the Contractor's response

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shall be filed in the contract/BPA file. Where the Contractor fails to respond in writing to a performance evaluation, the CO shall assume the Contractor's complete concurrence with the findings of the performance evaluation.

- C. The Government shall have the express authority to share the findings (either general or specific) of the performance evaluation reports with any other Federal agency, non-profit agency, or business concern who seeks information on the Contractor's performance, in any manner (electronic, verbally, or in writing) it deems appropriate.
- D. The Government shall use the performance evaluations as a factor to determine whether to award any additional ordering periods and/or as a factor to determine whether to award any future contract(s) to the Contractor.

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In case of an emergency condition requiring immediate attention, the Contractor's on-site supervisor or the shift supervisor shall take action at the direction of or coordination with the COTR, to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. The Contractor shall immediately notify the Designated Government Official or Prime Tenant Agency, as applicable, of action taken, and shall immediately contact the FPS MegaCenter to report the same information. No additional cost shall be charged the Government for the diversion, and the Contractor shall not be penalized for the normal daily work not completed which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book. As soon as the situation is resolved, the contractor employees should return to their assigned posts and duties.

6.3-16 Primary Security Responses

In some situations, security guards may be required to act independently as the primary security response until law enforcement assistance arrives.

6.4 Recording Presence

- A. The Contractor's employees shall sign-in when reporting for work and shall sign-out when leaving using the Contract Security Guard Duty Register. Contractor employees who patrol between buildings will sign in and out at each building visited. The Government shall specify the on-site registration points and the Contractor must use those points for this purpose. Contractor employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief security guards will sign in and out at each post visited.
- B. Each successively lower line on the Contract Security Guard Duty Register must be completed in chronological order without exception. Lines may not be left blank among signatures in any period. No more than one line may be used to enter a calendar date for separating individual workdays.
- C. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be credited for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the Contract Security Guard Duty Register, the Contractor employee should draw a single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheet's) will be used to record all information in the correct manner. The Contractor must attach a detailed memorandum of explanation to each Contract Security Guard Duty Register containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes. Payment of invoices is based on these procedures.

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- D. The Contract Manager, Assistant Contract Manager, or Guard Supervisor will collect all original Contract Security Guard Duty Registers and submit to the COTR weekly. Invoice payment shall not be made until all of the original Contract Security Guard Duty Registers are received by the COTR.

7 Key Personnel

After BPA award, the contractor is required to submit key personnel resumes as shown in exhibit 6B, for any personnel designated as “Key Personnel”. Key personnel under this BPA are the Contract Manager (CM), Assistant Contract Manager, Supervisors and Trainers.

7.1 Special Requirements for Contract Managers and Assistant Contract Managers

- A. The Contractor shall submit a Key Personnel Resume clearly detailing the individual’s qualifications and demonstrating that the proposed CM/ACM meets the requirements listed here. If the proposed CM/ACM does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed CM/ACM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM/ACM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed CM/ACM possesses the ability to effectively manage a security guard contract of the size and scope described in this BPA. The CO must approve the proposed CM/ACM prior to his/her assignment under this BPA.
- B. The CM/ACM must have either completed a four year course of study leading to a bachelor’s degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual’s capacity to effectively manage a security guard Contract/BPA of the size and scope described in this SOW.

This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the 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.

7.2 Services Required- Contract Manager and Assistant Contract Manager

- A. The Contractor shall propose, identify, and provide to the Government an experienced Contract Manager (CM) and Assistant Contract Manager (ACM) who shall have complete authority to act for the Contractor during the term of the BPA. **The duties of the CM/ACM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the BPA/CALL or any other guard Contract administered by FPS.** The CM/ACM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM/ACM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the BPA requirements. The CM/ACM must completely understand the operational requirements of this BPA, including:
1. Functions of both the productive and supervisory staff
 2. Location(s) of service
 3. Method of operation and equipment required at each post
 4. Contents of general and specific post orders
- B. The CM/ACM should conduct regularly scheduled meetings with supervisory staff to continually evaluate security officer performance and review operational procedures.
- C. The CM/ACM 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 problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.
- D. The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the BPA. The South Carolina Contract Manager's office shall be located in Columbia, SC no further than 10 miles from the Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201. The Georgia Contract Manager's office shall be located in the Atlanta in close proximity to DHS/Justice Building currently being constructed at 180 Spring Street. The Georgia Assistant Contract Manager's Office shall be located in Macon, Georgia. The Contractor will be responsible to provide their own office space for the CM/ACM.
- E. The CM/ACM is a salaried managerial position not specifically required in the line item(s) identified in this SOW. Therefore, the Contractor shall factor all costs associated with providing a CM/ACM into their Offering prices (e.g., as overhead/G&A), as they will not be itemized or paid for separately by the Government.

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NOTE: The Assistant Contract Manager position only applies to the state of Georgia.

7.3 Services Required - Supervisor (Key Personnel)

- A. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.
- B. Area Supervisors shall not simultaneously perform the duties of supervisor and productive security guard. **Area Supervisors shall not provide relief breaks to productive security guards at any time while they are acting in a supervisory capacity.**
- C. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the BPA. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications to the CO or COTR by the time of the first meeting after BPA award. The CO or COTR must approve the proposed supervisor(s) prior to working under the BPA.
- D. The Contractor shall provide the level of supervision necessary to ensure that productive security guards:
 - 1. Are properly trained;
 - 2. Perform all duties as specified in accordance with the BPA and the (GSA Form 2580) (Security guard Post Assignment Record) for the security post assigned;
 - 3. Are properly uniformed and present a neat and professional appearance as referenced in the Security Guard Information Manual (SGIM);
 - 4. Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;
 - 5. Possess all necessary permits, CPR and first aid certifications, credentials, etc., as required by the BPA or by local or state law.
- E. All supervisors shall be required to sign in on a Contract Security Guard Register Log upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this BPA.

- F. The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.
- G. The Contractor shall provide a completed Key Personnel Resume for all replacement employees to the CO and the COTR for approval before the replacement personnel report for duty under this BPA.

7.4 Special Requirements for Supervisors

- A. The Contractor shall submit a Key Personnel Resume(s) clearly detailing the individual's qualifications and demonstrating that the proposed Supervisor meets the requirements listed here. If the proposed Supervisor does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Supervisor does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Supervisor to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Supervisor possesses the ability to effectively supervise a security guard contract of the size and scope described in the BPA. The CO must approve the proposed Supervisor prior to his/her assignment under this BPA.
- B. Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO.

The COTR shall recommend the selection, if satisfactory, and the CO will approve or reject the recommendation. A Key Personnel Resume shall be completed for each supervisor and a copy shall be provided to the COTR.

7.5 Off Duty Police Officer Services

- A. *The contractor shall provide local off duty police officer services under this task order at buildings GA0008 and GA2060 on Exhibit 1.* The officer will be assigned as an exterior rover to ensure unauthorized vehicles do not stop, stand, or park around building(s). The officer will perform frequent, but not predictable foot patrols around building(s). The officer will not abandon his/her post until properly relieved. The officer must be certified to issue citations and make arrests within the local jurisdiction of the post. The officer must be dressed in the appropriate uniform identifying the police department to which he/she is employed. The officer will be provided adequate supervision by a supervisory police officer under this task order.

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- B. The contractor shall factor all costs for providing police services into the offering price, as the Government will not otherwise pay them for after issuance of the call.
- C. “The contractor shall ensure that off duty police officers performing services under this task order meet the health certification requirements listed in the SF78, maintain documentation for a medical physician that they meet the medical standards prescribed in Section 14.2.D, and ensure they are physically able to perform the tasks and functions prescribed in Section 15.3.

7.6 Services Required - Trainers

The Contractor is responsible for scheduling, coordinating, and conducting all security guard training that is not Government provided under this BPA. Such training may be provided by a qualified employee of the Contractor or obtained through qualified services provided by a separate agency, business or contractor. Contractors may choose to establish salaried Trainer positions to meet these requirements. However, the Contract Manager, Assistant Contract Manager, Supervisors and productive guards may not fill Trainer positions or be contracted to perform such services.

7.7 Special Requirements for Trainers

- A. The Contractor shall submit a Key Personnel Resume after award clearly detailing the individual’s qualifications and demonstrating that the proposed trainer(s) meets the requirements below:

Basic and Refresher Training: To be considered for this position, the individual(s) must have completed an approved and accredited Principle of Instructions course or similar training (e.g. NRA, a Police Academy, FLETC, or military training course) certifying them as an Instructor.

Expandable Baton Training: Proposed trainer(s) must be certified through an approved course of study as an Instructor for this weapon.

Firearms Training and Qualification: To be considered for this position, the individual(s) must have completed and approved and accredited Firearms Instructor (Range Official) course (e.g. NRA, Police Academy, FLETC, or military training course) certifying them as an Instructor.

First Aid/CPR/AED Training: Proposed trainer(s) must be certified through an approved course of study (e.g. American Red Cross or American Heart Association) as a certified Instructor of this topic.

- B. The COTR must approve the proposed trainer(s) prior to the beginning of training session(s) under this BPA. Training shall only be conducted by a trainer approved by the COTR.

8 Work Scheduling Procedures

- A. The Contractor shall be responsible for scheduling all work and notifying security guards of their work schedules in a manner consistent with effective contract management. When requested by the CO or COTR, the Contractor shall furnish a copy of the most current schedule to the Government.
- B. All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job and in full uniform until the end of their full tour of duty.

9 Reporting Man-hours Provided

- A. The Contractor shall submit to the COTR, no later than five (5) working days after the last working day of each previous month, a Building Service Contractor Work Report (Work Report) or an equivalent substitute approved by the COTR.
- B. The Contractor shall submit Work Report to the COTR on a monthly basis.
- C. The Contractor or its agent shall certify the accuracy of the report.
- D. This report will be used by the Government to verify compliance with the man-hour requirements of the BPA.

10 Contract Guard Labor Category

Only DOL category **Guard II** security guards may be utilized to perform services under this BPA. All category Guard II security guards must be firearms qualified. Any attempt by the Contractor to compensate Guard II security guards at an hourly rate of less than that established for a Guard II during the performance of this BPA will be considered a breach of Contract and will be grounds for termination for cause.

11 BPA Effort Required

11.1 BPA Effort Required – Productive Hours

The minimum productive hours required by the Government will be specified on each call issued. See Exhibit 1 for further details on the estimated man-hours of service required by the Government.

11.2 BPA Effort Required – Supervisory Hours

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If specific site supervisors are required at a particular location, it will be identified on Exhibit 1 and should be separately priced in Attachment 6. Site supervisors are over and above the “general” supervision anticipated for the overall contract performance.

- A. Specific hours of general supervision will not be required under this BPA. Instead, the Contractor shall be responsible for providing a level of supervision sufficient to ensure effective performance by the productive security guards over the course of this BPA.
- B. In the event that the Government determines that the supervision provided by the Contractor is insufficient to effectively manage the security guards, the Government and Contractor shall meet to discuss the Contractor’s Supervision plan and ways in which the Contractor’s performance can be improved at no additional cost.
- C. All costs associated with the Contractor’s general Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after BPA award.

11.3 BPA Effort Required – Reserve Security Guard Force

- A. The Contractor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event). Additionally, the reserve force shall be of sufficient size to enable the Contractor to provide post coverage in the event of scheduled or unscheduled contractor security guard absences. All reserve security guards must meet the minimum qualification standards required in this BPA before working any post under this BPA.
- B. The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained; however, the Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing security guard force at any given time. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after BPA award.

12 Limitation on Labor-hours to be Provided by Individual Employees

- A. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- B. The Contractor shall be responsible for compensating security guards for all overtime accrued in accordance with federal and state laws. Overtime costs must be factored into the offering prices; they will not be itemized or paid for separately by the Government after BPA award.

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- C. The limitation on hours may be verbally waived by the COTR in emergencies, which are beyond the control of the Contractor (i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.).

13 Relief and Lunch Breaks

- A. Contractor shall ensure continuous coverage at all posts included in Exhibit 1. The contractor is responsible for complying with all applicable federal, state and local laws regarding employees breaks and relief.
- B. A separate sign-in/sign-out log shall be used for the relief security guard to sign in and out of each post for all relief breaks.
- C. The costs to cover relief and breaks for the productive security guards must be included in the offering price, as they will not be itemized or paid for separately by the Government.

14 Training

14.1 General

- A. All security guards and uniformed supervisors working under this BPA must complete the following training and pass the required written examination. Contract security guards and uniformed supervisors who worked under the predecessor contract and who maintain valid certification credentials will not be required to take the training immediately. However, prior to the expiration of their suitability adjudication, those security guards must complete the required training. All newly hired contract security guards with no prior experience under the predecessor or other current FPS security guard service contract must take the required training and pass the written examination prior to working under this BPA.
- B. All Government-provided training and testing for this BPA shall be provided at the locations specified by the Government. Location for South Carolina is at the Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201. The location for Georgia will be the Peachtree Summit Building, 401 W. Peachtree Street, Atlanta, GA 30308 or the DHS/Justice Building, 180 Spring Street, Atlanta, GA 30303.
- C. The Contractor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations, weapons qualifications, first aid, CPR, AED certifications. FPS shall be afforded the opportunity to observe all training, certifying, and qualifying activities. The Contractor shall also bear all costs and responsibilities related to their employees' attendance at the training and examinations.

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~~including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the offering price, as they will not be itemized or paid for separately by the Government after BPA award. The Contractor shall also bear all costs and responsibilities related to their employees' attendance at any contract mandated training class, test or examination, including all expenses for transportation, lodging, and meals (as may be necessary). Currently certified FPS contract guards that are required to go to any training, testing or examination to maintain their FPS certification status shall be paid in accordance with the applicable Service Contract Act (SCA) Department of Labor prevailing wage determination or collective bargaining agreement. For pay purposes, the vendor shall treat time spent by certified contract guards in training and testing as the equivalent of time spent standing post. By contrast, pre-certification training provided by the contractor shall be governed by the payment requirements of the Fair Labor Standards Act (FLSA). Costs related to any training, test or examination required by the contract must be factored into the offering price, as they will not be itemized or paid separately by the Government after BPA award.~~

E.

- D. The COTR, or any designated representative of the COTR shall have the express authority to observe any training session sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this BPA. The Contractor shall be responsible for providing the COTR a copy of the training schedule within 10 days after award of the BPA and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the COTR of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in Exhibit 4.

14.2 Training Requirements by Position

This subsection details the training requirements that must be successfully completed by all uniformed contractor employees. The syllabi for both the Contractor-provided and the Government-provided training courses shown below are located in Exhibits 4A, 4B, 4C, 4D, 4E, and 4F of this BPA. Certifications of training are required for individual contractor employees. See Exhibits 5A – 5G.

14.2-1 Security Guards (Productive and Supervisory)

- A. The Government will provide to the Contractor one copy of the Security Guard Information Manual (SGIM). The Contractor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. The SGIM should be provided to Contractor's employees on the first day of their basic training course.

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- B. Contractor Provided Basic training, Written Exam, Government Provided Training, and Contractor Provided Firearms Training are “one time only” courses, meaning that they do not have to be taken again during the BPA term once they are successfully completed by the Contractor’s employees. However, additional training may be required on Magnetometer/x-ray if/when the equipment or technology is changed. Training certifications, excluding Government Provided Training, are transferable to other FPS security guard service contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. The written examination is based entirely upon the *Security Guard Information Manual*.
- C. Each Contractor employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date. See Exhibit 4D, for further information regarding the subject matter to be covered during this training.

14.2-2 Supervisors

- A. All supervisors working under this BPA must successfully complete all training established for productive security guards including x-ray and magnetometer training. In addition, supervisors must complete nine hours of supervisory training based on a Contractor provided Supervisory Training Manual (see Exhibit 4B). Following completion of basic training, the supervisors will be required to take and pass a basic written examination as referenced in Exhibit 4A.
- B. The Contractor’s Supervisory Training is a “one time only” course not requiring refresher training unless the Government or the Contractor directs refresher training for a specific Supervisor for cause.

14.3 Written Examination

- A. Upon the contractor employees’ completion of the Basic Training and a favorable entry on duty decision based on a preliminary background investigation, the Contractor must schedule a Government-administered written examination with FPS that will test their employees’ familiarity with and understanding of the information contained in the SGIM after the contractor employees (productive and supervisory) successfully complete the applicable course. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).
- B. If a contractor employee does not pass the examination on the first attempt, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to pass the written examination. If the contractor employee fails after the second attempt, s/he must wait

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one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. If a contractor employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. After the one (1) year suspension period has expired, the guard is considered a new hire.

- C. **IMPORTANT NOTE:** No waivers will be granted regarding the testing policies and procedures stated above.

14.4 Firearms Training and Qualification

- A. The Contractor is responsible for providing forty (40) hours of weapons training prior to sending the contractor employees to a firing range for the initial range qualification session. Of the forty hours, thirty-two (32) hours will be actual training/shooting time on a firing range. (See Exhibit 4E.) **For the purposes of this BPA, the Government requires that each contractor employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training.** The cost of ammunition should be factored into the offering price, as it will not be itemized or paid for separately by the Government.
- B. The Contract employee must carry the same weapon, identified by its serial number, with which they qualify on the firing range. The Contract employee must qualify using their duty ammunition.
- C. For firearms training/qualification, all FPS security guards are required to wear their duty uniform to include footwear, issued gun belt, holster and keepers.
- ~~B.D. A contractor employee may attempt the firearms range initial qualification or requalification two (2) times within thirty days (30) day period. However, before the test can be attempted a second time the contractor must provide a minimum of eight (8) hours of remedial training. It is the responsibility of the Contractor to determine what type of training is required so a guard can successfully qualify with his/her duty firearm. If the employee fails the second attempt, range qualification may not be attempted for a period of six (6) months. Prior to the third attempt at qualification, the Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the course qualifications and should document the employee's file with any and all remedial training given to enable the employee to pass the course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable contractor employees to annually re-qualify on the course. Each firearms qualification "session" consists of no more than two (2) attempts to qualify. If unsuccessful, the second attempt must be completed immediately after the first attempt. A qualifying score is 80% or better. (See Section J, Exhibit 4E). If the contract employee fails to qualify during the first session, the employee must attempt to qualify within 30 days at a second qualification session. Before attempting to qualify in the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training. The Contractor~~

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is responsible in determining what training the employee will need to complete in order to successfully qualify. After failing the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training prior to each session (2 attempts) at qualification by the employee. The employee cannot commence working on contract until successfully achieving a qualifying score. The Contractor shall document the employee's file with any and all remedial training given to enable the employee to pass the firearms course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable Contract employees to annually re-qualify on the course.

C.E. Any contractor employee who has successfully completed a 40 hour firearms course under a predecessor FPS contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or firearms certification) that such training was successfully completed using the weapon specified in this BPA. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. NOTE: Prior successful training completion by the contractor employee **shall not** exempt the contractor employee from the annual range qualification requirements.

D.F. **Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) must be conducted using current FPS targets only.** The targets are inexpensive and are readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish employee weapons qualifications as required by this BPA and should factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after BPA award.

E.G. Annual firearms re-qualification requires the contractor employee to pass the Immigration and Customs Enforcement practical course (See Exhibit 4E) with a passing score. However, the Contractor shall be liable for ensuring that all contractor employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis. The costs of such preparations should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.

F.H. Successful firearms range qualification by contractor employees as part of a state or local firearms permit/license issuance process **shall not** be considered an acceptable replacement or substitute for the annual firearms qualification required by this BPA.

G.I. FPS Law Enforcement Personnel, weapons instructor, or trained representative shall witness the firearms qualification for each contractor employee to ensure that each contractor employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the COTR to schedule range qualifications at a

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mutually acceptable date and time. Firearms qualifications that are not witnessed by an FPS firearms trained employee will not be deemed acceptable for the purposes of this BPA.

H.J. The Contractor must provide the necessary weapons and ammunition for training and qualifications. All Contractor-provided weapons used for qualifications of contractor employees shall be inspected and approved by an FPS Training Instructor prior to use on any Government firing range. No contractor employee shall have in their possession any ammunition for firearms at the time of their entrance upon Government property. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

K. Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) shall be conducted using current ICE targets only. The Contractor shall furnish an adequate supply of targets for weapons qualifications. Targets shall have a cardboard backing of equal or greater size than the target itself. If the target is non-turning a shot timer shall be used. The Contractor shall factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after Contract award.

14.5 Minimum Age for Firearms Licensing

- A. Notwithstanding the minimum age requirement cited in paragraph 4 above, the Contractor must follow Federal, state and/or local licensing requirements for contractor employees. In most areas the minimum age requirements for armed security guard personnel is twenty-one (21) years of age.
- B. In the event that there is a legal licensing requirement regarding the minimum age for a security guard, that requirement shall take precedence over the BPA's stated acceptable minimum age.

14.6 Expandable Baton Training

- A. The Contractor is responsible for providing 8 hours of basic baton training and certification. See Exhibit 4F. The training will consist of both lecture and hand-on demonstrations pertaining to the nomenclature, maintenance requirements, drawing techniques, opening/closing techniques, tactical positions and stances, striking techniques and retention techniques.
- B. The Contractor is responsible for scheduling and covering all costs associated with providing this training. This training certification shall be valid for one year. The Contractor is responsible for providing annual recertification of baton training for all its employees under this BPA. Annual recertification is the same course as provided in Exhibit 4F.

14.7 FPS Specific Training

- A. All contractor employees must receive FPS-specific training prior to working under this BPA. The COTR and the Contractor will schedule the site(s) and date(s) of the training session(s) after the award of the BPA and prior to the BPA/call start date.
- B. Each employee must be familiar with all general requirements for a specific facility before being assigned.
- C. See exhibit 4C, for the complete syllabus on the FPS-specific Government provided training.
- D. Security guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

14.8 Government-Provided Magnetometer/X-Ray Training

- A. All contractor employees shall receive eight (8) hours of Government-provided training on the use and handling of magnetometers and or x-rays. See Exhibit 4C.
- B. Upon completion of this training, the FPS Training Representative will issue each contractor employee a certificate of training completion. The certificate shall be filed in each contractor employee's personnel file.

14.9 CPR/AED/First Aid Training

- A. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all employees assigned to work under this BPA. CPR and AED training and certification must include adult, youth, and infant training modules. Training certification shall be valid for the period stated on the card(s). Prior to the expiration of the CPR and AED certification, the contractor employee must become re-certified. Recertification training shall be a minimum of 8 hours and cover adult, youth, and infant CPR procedures as well as AED procedures. **The Government requires that each CPR/AED course MUST provide practical training (e.g., on "dummies") on resuscitation techniques based on Red Cross or American Heart Association techniques.** If the Contractor is uncertain as to whether a training provider is acceptable, the CO and COTR will provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein.

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- B. First Aid training and certification shall be valid for a period of three (3) years. Upon the expiration of the First Aid certification, the contractor employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.
- C. Security guards or uniformed supervisors who possess valid CPR, AED and First Aid credentials will not be required to re-take the training until their credentials expire.
- D. Any contractor employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this BPA. A post is considered “open” if manned by unqualified contractor employees.
- E. Under no circumstances shall the Contractor require the contractor employee to incur the expense of CPR/AED or First Aid training/ recertification without providing full remuneration to the employee within fifteen (15) days of the employee’s completion of the course. The CO shall report violations of this requirement to the Department of Labor for investigation and may take Contractual action as deemed appropriate.

14.10 Other Special Training

- A. The Contractor is responsible for providing any training required by state or local jurisdictions pertaining to the use or carriage of any lethal or less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stun weapons, etc.), equipment, or devices required in this BPA.
- B. In certain cases, the Contractor’s employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided when the requirement arises. The Contractor will be required to schedule the training, to provide remuneration to all security guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress. The Government will negotiate an equitable price adjustment with the Contractor for all the costs associated with the special training when training is required.

14.11 Training of Replacement Employees

All replacement employees shall meet the training and testing requirements specified in this Subsection at no cost to the Government.

14.12 Schedule of Provided Training and Testing

The Contractor shall schedule and coordinate Government provided training and testing with the COTR. Location for South Carolina is at the Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201. Location for Georgia is the Peachtree Summit

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Building, 401 W. Peachtree Street, Atlanta, GA 30301 or the DHS/Justice Building, 180 Spring Street, Atlanta, GA 30303.

NOTE: Government training can only be scheduled after the CO awards a BPA.

14.13 Government Provided Training - Failure to Attend

- A. The Contractor must ensure that the employees attend all scheduled training and examination/qualification sessions. Absences by contractor employees at scheduled training have an extremely adverse effect on FPS's security guard Contracting program.
- B. The term 'absence' includes any person properly scheduled for training/testing and who fails to report to the appointed place at the proper time and date. An absence may be excused or unexcused.
- C. An excused absence occurs when personnel fail to appear for scheduled qualifications, but the Contractor has provided 48 hours advanced notice or an acceptable excuse. Acceptable excuses are medical emergencies of the security guard and the security guard's immediate family (spouse, children, parents) and a death in the family. All other excuses shall be reviewed on a case-by-case basis to determine acceptability.
- D. An unexcused absence occurs when personnel fail to appear for scheduled training/testing and the Contractor has failed to provide 48 hours' advance notice or an acceptable excuse.
- E. The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the COTR as soon as possible. The FPS retains the right to review emergency cancellations to ensure that they are in fact acceptable and excusable. Reported emergencies that are considered to be unacceptable by the Government may result in the Contractor being placed under an unexcused absence situation.
- F. The FPS Training Instructor shall compile a list of all employees who have an unexcused absence for each day of training. This list will be forwarded to the CO, and the costs associated with the security guard's failure to attend will be deducted from the Contractor's next monthly payment. Furthermore, those employees with unexcused absences will be given last preference for re-scheduling training (after those employees who have not been trained and those who require make-up training from an excused absence); thus, the employee's ability to work under the BPA may be seriously delayed by the unexcused absence(s).

14.14 Training Waivers

- A. In certain **rare** circumstances, such as emergencies or significant, unanticipated increases in required services, the COTR may temporarily waive the time frames in which training and/or testing must be provided before a contractor employee can work under the BPA. However,

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all such waivers must be requested in writing by the Contractor, citing the specific reasons why the time frame for training/testing should be temporarily waived, and citing a specific deadline in which the required training/testing will be successfully completed by the Contractor employee, not to exceed 120 calendar days. Under no circumstances may the Contractor work any contractor employee under a temporary waiver without the COTR's written consent of the waiver request. If the COTR grants a temporary waiver for the time frame requested by the Contractor, the Contractor must abide by that time frame and, upon expiration of the temporary waiver deadline date, must either have completed the training/testing requirements or must remove the affected contractor employee(s) from the BPA until such time as the requirements are successfully completed.

- B. Under no circumstances will the COTR permanently waive the training and testing requirements as described in this Section for any contractor employee.

15 Medical and Physical Qualifications

15.1 General

- A. The Contractor shall ensure all uniformed employees working under the BPA meet the medical requirements described in the following sections. The Government will not grant any waivers of the medical standards.
- B. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.
- C. The Contractor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act of 1973 (29 U.S.C. -2.2)

15.2 Medical Standards

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78.
- B. The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the BPA. All guards (productive and supervisory) must meet the health certification requirements listed in the SF 78. (See

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exhibit 6A.) The Contractor shall submit a completed SF 78 for each employee to the prior to any contractor employee being permitted to work under the Contact.

- C. If an employee of the Contractor claims that s/he has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Contractor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. The COTR will review all medical documentation to ensure that it is complete and in compliance with the BPA. No guard shall be permitted to work under the BPA until the certificate and medical documentation has been reviewed and approved for compliance with the BPA by the COTR.
- D. All contractor employees must meet the following medical standards:
1. **Vision:** Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be colorblind.
 2. **Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.
 3. **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.
 4. **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
 5. **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
 6. **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.

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7. **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.
8. **Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.
9. **Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.
10. **Hematology System:** Any hematological condition that is characterized as chronic has caused a hematological crisis, or adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.
11. **Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the 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.
12. **Psychiatric Disorders:** Any disorder that affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.
13. **Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.
14. **Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the 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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 05/01/2009		4. REQUISITION/PURCHASE REQ. NO. 192109PFO0RSP3043		5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 180 Spring St., S.W., Suite 525 Atlanta GA 30303		CODE ICE/FPS/EAST CCG/		7. ADMINISTERED BY (If other than Item 6) ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 180 Spring St., S.W., Suite 525 Attn: Lawana Nunnally Atlanta GA 3030-0253		CODE ICE/FPS/EAST CCG/E	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PARAGON SYSTEMS, INC 14160 NEWBROOK DR. SUITE 150 CHANTILLY VA 201512297				(x) 9A. AMENDMENT OF SOLICITATION NO.			
CODE 1753576720000				FACILITY CODE			
				(x) 9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE4-08-A-00001			
				10B. DATED (SEE ITEM 13) 12/31/2007			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-1, Changes - Fixed Price
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

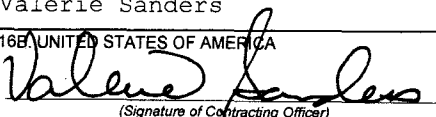
GSA Contract #: GS-07F-0418K
HSCEE4-08-A-00001
Guard Services for the State of Georgia

The purpose of this modification is to add the below Paragraph to the BPA at the end of Section 15, Medical and Physical Qualifications, page 37.

15.1 General

D. Contractors must grant reasonable accommodations to the religious practices of individual security guards, without regard to an individual's religious preferences,
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Valerie Sanders	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED April 28, 2009

NAME OF OFFEROR OR CONTRACTOR
 PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>provided that the accommodation does not affect the individual's ability to perform required tasks identified in the contract or as otherwise determined by FPS. Requests for any exception or waiver of a contract standard or requirement must be submitted in writing to the FPS COTR.</p> <p>1. Accommodations must be consistent with legal and constitutional standards and essential mission requirements, especially those affecting the safety of guards and members of the public. An accommodated religious practice must not suggest government endorsement of any particular faith, must not reasonably appear to propagate the individual's faith to members of the public, must not significantly undermine the public's confidence in FPS, must not create a significant risk to the safety of the guard or the public, and must not conflict with mission-essential job task requirements.</p> <p>2. FPS contract security guards may carry objects of religious significance that the individual's faith requires the individual to carry on his person, provided the object is worn discreetly under the uniform whenever possible and does not interfere with the wearing of the uniform.</p> <p>3. FPS security guards will be granted reasonable accommodations to grooming standards such as haircut and shaving standards. A security guard receiving an accommodation must nonetheless maintain as neat and professional an appearance as religious requirements permit. Whenever possible, hair in excess of regulation length will be worn under a uniform hat or appropriate religious headgear. Facial hair exceeding regulation length will be neatly combed.</p> <p>4. Religious headgear will be consistent with the colors of the duty uniform, and should be no larger than required by an individual's religious requirements, and may be required to bear the insignia and other distinctive markings of the uniform for ease of emergency identification.</p> <p>No other changes.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NUMBER OF DOCUMENT BEING CONTINUED
HSCEE4-0001A-00001/P00003

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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: 04/01/2008 to 03/31/2009				