

Company Name:  
Wackenhut Services

Contract Number:  
GS-07F-5548P (GS06F5548P)  
HSCEGI-07-A-00011 (HSCEGI07A00011)

Requisition/Reference Number:  
RFQ #62949

Period of Performance:  
10/1/2007 through 9/30/2012

Services Provided:  
Providing security guard services in Manhattan, Bronx, West Chester County, and Long Island, New York (NY).

|  |                             |                 |                                      |   |
|--|-----------------------------|-----------------|--------------------------------------|---|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 |                             |                 | 1. REQUISITION NUMBER                | PAGE OF<br>1   263                          |
| 2. CONTRACT NO.<br>HSCEGI-07-A-00011   | 3. AWARD/<br>EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER<br>RFQ #62949 | 6. SOLICITATION<br>ISSUE DATE<br>12/04/2006 |

|   |                           |  |                              |
|---|---------------------------|--|------------------------------|
| <b>FOR SOLICITATION INFORMATION CALL:</b> | a. NAME<br>George Shirley | b. TELEPHONE NUMBER<br>(No collect calls)<br>215- [b6] | 8. OFFER DUE DATE/LOCAL TIME |
|---|---------------------------|--|------------------------------|

|   |                      |  |
|---|----------------------|--|
| 9. ISSUED BY<br>ICE/FPS/East CCG/Region 2<br>Immigration and Customs Enforcement<br>Federal Protective Service<br>Office of Acquisition Management<br>701 Market Street, Suite 400<br>Philadelphia PA 19106 | CODE<br>ICE/FPS/EAST | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR<br><input type="checkbox"/> SET ASIDE: % FOR:<br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> EMERGING SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS<br>NAICS: 561612<br>SIZE STANDARD:<br>\$17.00 |
|---|----------------------|--|

|  |   |   |             |  |
|--|---|---|-------------|--|
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS<br>As Indicated On Each Call | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/> | 13b. RATING | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP |
|--|---|---|-------------|--|

|   |      |  |                        |
|---|------|--|------------------------|
| 15. DELIVER TO<br>As Indicated On Each Call | CODE | 16. ADMINISTERED BY<br>ICE/FPS/East CCG/Region 2<br>Immigration and Customs Enforcement<br>Ofc of Acquisition Management - FPS<br>701 Market Street, Suite 400<br>Attn: Linda Piela<br>Philadelphia PA 19106 | CODE<br>ICE/FPS/EAST C |
|---|------|--|------------------------|

|   |                       |               |   |      |
|---|-----------------------|---------------|---|------|
| 17a. CONTRACTOR/OFFEROR<br>WACKENHUT SERVICES INC<br>7121 FAIRWAY DRIVE, SUITE 301<br>PALM BEACH GARDENS FL 334183766 | CODE<br>0738919210000 | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY<br>As Indicated On Each Call | CODE |
|---|-----------------------|---------------|---|------|

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-5548P<br>GUARD SERVICES FOR MANHATTAN, BRONX/WESTCHESTER COUNTY AND LONG ISLAND<br><br>1. This Blanket Purchasing Agreement for Guard services in Manhattan, Bronx/West Chester County and Long Island is established against GSA Schedule GS-07F-5548P in accordance with RFQ #62949 and the Wackenhut Services, Inc. (WSI) proposal dated 14 February, 2007 as well as the WSI Acknowledgement of Amendment 04 and Revised<br><i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> |              |          |                |            |

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 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. RFQ #62949 OFFER DATED 05/16/2007. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: As Identified below

|   |  |
|---|--|
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR<br>  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)<br> |
| 30b. NAME AND TITLE OF SIGNER (Type or print)<br>Michael D. Ebert, VP, Business Development | 31b. NAME OF CONTRACTING OFFICER (Type or print)<br>George Shirley   |
| 30c. DATE SIGNED<br>7/25/07   | 31c. DATE SIGNED<br>7/30/07  |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES   | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>Pricing dated Letter dated May 16, 2007.</p> <p>2. The following Periods are established for ordering and performance under this BPA:</p> <p>Base Period    OCT 01, 2007 - SEP 30, 2008<br/>                     Option 1        OCT 01, 2008 - SEP 30, 2009<br/>                     Option 2        OCT 01, 2009 - SEP 30, 2010<br/>                     Option 3        OCT 01, 2010 - SEP 30, 2011<br/>                     Option 4        OCT 01, 2011 - SEP 30, 2012</p> <p>3. Specific service will be ordered and funding provided on Task Orders issued under this contract.</p> <p>4. The following items are incorporated into the BPA and attached:</p> <ul style="list-style-type: none"> <li>* Pricing Schedule</li> <li>* Pricing Terms and Conditions</li> <li>* Statement of Work</li> <li>* Exhibits</li> <li>* Technical Proposal</li> <li>* BPA Terms and Conditions</li> <li>* Wage Determination 2005-2373 Rev. 3</li> <li>* Wage Determination 2005-2375 Rev. 3</li> </ul> <p>Period of Performance: 10/01/2007 to 09/30/2008</p> |                 |             |                   |               |

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

RECEIVED     INSPECTED     NOTED:

|  |           |   |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

|  |   |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|  | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE           |

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

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

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

**REQUEST FOR QUOTATION NO. 62949  
GUARD SERVICES FOR MANHATTAN, BRONX AND LONG ISLAND**

**PRICING SCHEDULE  
SUMMARY SHEET**

**Company Name:** Wackenhut Services, Inc. (WSI)

|                              | <b>Estimated<br/>Total<br/>Hours</b> | <b>Price<br/>Per<br/>Year</b> |
|------------------------------|--------------------------------------|-------------------------------|
| <b>BASE YEAR</b>             | <b>550,088</b>                       | <b>\$17,027,316.75</b>        |
| <b>OPTION YEAR 1</b>         | <b>550,088</b>                       | <b>\$16,997,187.53</b>        |
| <b>OPTION YEAR 2</b>         | <b>550,088</b>                       | <b>\$17,006,301.71</b>        |
| <b>OPTION YEAR 3</b>         | <b>550,088</b>                       | <b>\$17,013,690.17</b>        |
| <b>OPTION YEAR 4</b>         | <b>550,088</b>                       | <b>\$17,022,804.35</b>        |
| <b>TOTAL ESTIMATED PRICE</b> |                                      | <b>\$85,067,300.51</b>        |

**BASE YEAR PRICING SCHEDULE  
REQUEST FOR QUOTATION NO. 62949  
GUARD SERVICES FOR MANHATTAN, BRONX AND LONG ISLAND**

**BASE YEAR PRICING SCHEDULE**

|                                       | Estimated<br>Hours | Price Per Hour | Total                  |
|---------------------------------------|--------------------|----------------|------------------------|
| <b>BASE YEAR</b>                      |                    |                |                        |
| <b>MANHATTAN</b>                      |                    |                |                        |
| <b>BASIC SERVICES</b>                 |                    |                |                        |
| Armed Guard                           | 343,438            | \$ [REDACTED]  | \$ [REDACTED]          |
| Unarmed Guard                         | 92,043             | \$ [REDACTED]  | [REDACTED]             |
| <b>EMERGENCY SERVICES</b>             |                    |                |                        |
| Armed Temporary Additional Services   | 3,000              | \$ [REDACTED]  | \$ [REDACTED]          |
| Unarmed Temporary Additional Services | 900                | \$ [REDACTED]  | \$ [REDACTED]          |
| <b>BRONX</b>                          |                    |                |                        |
| <b>BASIC SERVICES</b>                 |                    |                |                        |
| Armed Guard                           | 14,742             | \$ [REDACTED]  | [REDACTED]             |
| Unarmed Guard                         | 41,202             | \$ [REDACTED]  | \$ [REDACTED]          |
| <b>EMERGENCY SERVICES</b>             |                    |                |                        |
| Armed Temporary Additional Services   | 150                | \$ [REDACTED]  | [REDACTED]             |
| Unarmed Temporary Additional Services | 400                | \$ [REDACTED]  | [REDACTED]             |
| <b>LONG ISLAND</b>                    |                    |                |                        |
| <b>BASIC SERVICES</b>                 |                    |                |                        |
| Armed Guard                           | 38,580             | \$ [REDACTED]  | \$ [REDACTED]          |
| Unarmed Guard                         | 15,183             | \$ [REDACTED]  | [REDACTED]             |
| <b>EMERGENCY SERVICES</b>             |                    |                |                        |
| Armed Temporary Additional Services   | 300                | \$ [REDACTED]  | \$ [REDACTED]          |
| Unarmed Temporary Additional Services | 150                | \$ [REDACTED]  | [REDACTED]             |
| <b>TOTAL AMOUNT BASE YEAR</b>         |                    |                | <b>\$17,027,316.75</b> |

**OPTION 1 PRICING SCHEDULE  
REQUEST FOR QUOTATION NO. 62949  
GUARD SERVICES FOR MANHATTAN, BRONX AND LONG ISLAND**

**OPTION 1 PRICING SCHEDULE**

|                                       | Estimated<br>Hours | Price Per<br>Hour | Total                  |
|---------------------------------------|--------------------|-------------------|------------------------|
| <b>OPTION YEAR 1</b>                  |                    |                   |                        |
| <b>MANHATTAN</b>                      |                    |                   |                        |
| <b>BASIC SERVICES</b>                 |                    |                   |                        |
| Armed Guard                           | 343,438            | [REDACTED] \$     | [REDACTED] b4          |
| Unarmed Guard                         | 92,043             | [REDACTED]        | [REDACTED] b4          |
| <b>EMERGENCY SERVICES</b>             |                    |                   |                        |
| Armed Temporary Additional Services   | 3,000              | \$ [REDACTED]     | [REDACTED] b4          |
| Unarmed Temporary Additional Services | 900                | \$ [REDACTED]     | [REDACTED] b4          |
| <b>BRONX</b>                          |                    |                   |                        |
| <b>BASIC SERVICES</b>                 |                    |                   |                        |
| Armed Guard                           | 14,742             | [REDACTED] b4     | [REDACTED] b4          |
| Unarmed Guard                         | 41,202             | [REDACTED]        | [REDACTED] b4          |
| <b>EMERGENCY SERVICES</b>             |                    |                   |                        |
| Armed Temporary Additional Services   | 150                | \$ [REDACTED] b4  | [REDACTED] b4          |
| Unarmed Temporary Additional Services | 400                | \$ [REDACTED]     | [REDACTED] b4          |
| <b>LONG ISLAND</b>                    |                    |                   |                        |
| <b>BASIC SERVICES</b>                 |                    |                   |                        |
| Armed Guard                           | 38,580             | \$ [REDACTED] b4  | [REDACTED] b4          |
| Unarmed Guard                         | 15,183             | \$ [REDACTED]     | [REDACTED] b4          |
| <b>EMERGENCY SERVICES</b>             |                    |                   |                        |
| Armed Temporary Additional Services   | 300                | \$ [REDACTED] b4  | [REDACTED] b4          |
| Unarmed Temporary Additional Services | 150                | \$ [REDACTED]     | [REDACTED] b4          |
| <b>TOTAL AMOUNT OPTION YEAR 1</b>     |                    |                   | <b>\$16,997,187.53</b> |

**REQUEST FOR QUOTATION NO. 62949  
GUARD SERVICES FOR MANHATTAN, BRONX AND LONG ISLAND**

**OPTION 2 PRICING SCHEDULE**

|                                       | Estimated<br>Hours | Price Per<br>Hour | Total                  |
|---------------------------------------|--------------------|-------------------|------------------------|
| <b>OPTION YEAR 2</b>                  |                    |                   |                        |
| <b>MANHATTAN</b>                      |                    |                   |                        |
| <b>BASIC SERVICES</b>                 |                    |                   |                        |
| Armed Guard                           | 343,438            | \$ [REDACTED]     | [REDACTED] b4          |
| Unarmed Guard                         | 92,043             | \$ [REDACTED]     | [REDACTED] b4          |
| <b>EMERGENCY SERVICES</b>             |                    |                   |                        |
| Armed Temporary Additional Services   | 3,000              | [REDACTED] b4     | [REDACTED] b4          |
| Unarmed Temporary Additional Services | 900                | [REDACTED] b4     | [REDACTED] b4          |
| <b>BRONX</b>                          |                    |                   |                        |
| <b>BASIC SERVICES</b>                 |                    |                   |                        |
| Armed Guard                           | 14,742             | \$ [REDACTED] b4  | [REDACTED] b4          |
| Unarmed Guard                         | 41,202             | \$ [REDACTED]     | [REDACTED] b4          |
| <b>EMERGENCY SERVICES</b>             |                    |                   |                        |
| Armed Temporary Additional Services   | 150                | [REDACTED] b4     | [REDACTED] b4          |
| Unarmed Temporary Additional Services | 400                | [REDACTED] b4     | [REDACTED] b4          |
| <b>LONG ISLAND</b>                    |                    |                   |                        |
| <b>BASIC SERVICES</b>                 |                    |                   |                        |
| Armed Guard                           | 38,580             | \$ [REDACTED] b4  | [REDACTED] b4          |
| Unarmed Guard                         | 15,183             | \$ [REDACTED]     | [REDACTED] b4          |
| <b>EMERGENCY SERVICES</b>             |                    |                   |                        |
| Armed Temporary Additional Services   | 300                | \$ [REDACTED] b4  | [REDACTED] b4          |
| Unarmed Temporary Additional Services | 150                | \$ [REDACTED]     | [REDACTED] b4          |
| <b>TOTAL AMOUNT OPTION YEAR 2</b>     |                    |                   | <b>\$17,006,301.71</b> |

**REQUEST FOR QUOTATION NO. 62949  
GUARD SERVICES FOR MANHATTAN, BRONX AND LONG ISLAND**

**OPTION 3 PRICING SCHEDULE**

|                                       | Estimated<br>Hours | Price Per<br>Hour   | Total                  |
|---------------------------------------|--------------------|---------------------|------------------------|
| <b>OPTION YEAR 3</b>                  |                    |                     |                        |
| <b>MANHATTAN</b>                      |                    |                     |                        |
| <b>BASIC SERVICES</b>                 |                    |                     |                        |
| Armed Guard                           | 343,438            | [REDACTED]<br>b4    | [REDACTED]<br>b4       |
| Unarmed Guard                         | 92,043             | [REDACTED]<br>b4    | [REDACTED]<br>b4       |
| <b>EMERGENCY SERVICES</b>             |                    |                     |                        |
| Armed Temporary Additional Services   | 3,000              | \$ [REDACTED]<br>b4 | [REDACTED]<br>b4       |
| Unarmed Temporary Additional Services | 900                | \$ [REDACTED]<br>b4 | [REDACTED]<br>b4       |
| <b>BRONX</b>                          |                    |                     |                        |
| <b>BASIC SERVICES</b>                 |                    |                     |                        |
| Armed Guard                           | 14,742             | \$ [REDACTED]<br>b4 | [REDACTED]<br>b4       |
| Unarmed Guard                         | 41,202             | \$ [REDACTED]<br>b4 | [REDACTED]<br>b4       |
| <b>EMERGENCY SERVICES</b>             |                    |                     |                        |
| Armed Temporary Additional Services   | 150                | [REDACTED]<br>b4    | [REDACTED]<br>b4       |
| Unarmed Temporary Additional Services | 400                | [REDACTED]<br>b4    | [REDACTED]<br>b4       |
| <b>LONG ISLAND</b>                    |                    |                     |                        |
| <b>BASIC SERVICES</b>                 |                    |                     |                        |
| Armed Guard                           | 38,580             | \$ [REDACTED]<br>b4 | [REDACTED]<br>b4       |
| Unarmed Guard                         | 15,183             | \$ [REDACTED]<br>b4 | [REDACTED]<br>b4       |
| <b>EMERGENCY SERVICES</b>             |                    |                     |                        |
| Armed Temporary Additional Services   | 300                | \$ [REDACTED]<br>b4 | [REDACTED]<br>b4       |
| Unarmed Temporary Additional Services | 150                | \$ [REDACTED]<br>b4 | [REDACTED]<br>b4       |
| <b>TOTAL AMOUNT OPTION YEAR 3</b>     |                    |                     | <b>\$17,013,690.17</b> |



**REQUEST FOR QUOTATION NO. 62949  
GUARD SERVICES FOR MANHATTAN, BRONX AND LONG ISLAND**

**OPTION 4 PRICING SCHEDULE**

|                                       | Estimated<br>Hours | Price Per<br>Hour | Total                  |
|---------------------------------------|--------------------|-------------------|------------------------|
| <b>OPTION YEAR 4</b>                  |                    |                   |                        |
| <b>MANHATTAN</b>                      |                    |                   |                        |
| <b>BASIC SERVICES</b>                 |                    |                   |                        |
| Armed Guard                           | 343,438            | [REDACTED]<br>b4  | [REDACTED]<br>b4       |
| Unarmed Guard                         | 92,043             | [REDACTED]<br>b4  | [REDACTED]<br>b4       |
| <b>EMERGENCY SERVICES</b>             |                    |                   |                        |
| Armed Temporary Additional Services   | 3,000              | [REDACTED]<br>b4  | [REDACTED]<br>b4       |
| Unarmed Temporary Additional Services | 900                | [REDACTED]<br>b4  | [REDACTED]<br>b4       |
| <b>BRONX</b>                          |                    |                   |                        |
| <b>BASIC SERVICES</b>                 |                    |                   |                        |
| Armed Guard                           | 14,742             | [REDACTED]<br>b4  | [REDACTED]<br>b4       |
| Unarmed Guard                         | 41,202             | [REDACTED]<br>b4  | [REDACTED]<br>b4       |
| <b>EMERGENCY SERVICES</b>             |                    |                   |                        |
| Armed Temporary Additional Services   | 150                | [REDACTED]<br>b4  | [REDACTED]<br>b4       |
| Unarmed Temporary Additional Services | 400                | [REDACTED]<br>b4  | [REDACTED]<br>b4       |
| <b>LONG ISLAND</b>                    |                    |                   |                        |
| <b>BASIC SERVICES</b>                 |                    |                   |                        |
| Armed Guard                           | 38,580             | [REDACTED]<br>b4  | [REDACTED]<br>b4       |
| Unarmed Guard                         | 15,183             | [REDACTED]<br>b4  | [REDACTED]<br>b4       |
| <b>EMERGENCY SERVICES</b>             |                    |                   |                        |
| Armed Temporary Additional Services   | 300                | [REDACTED]<br>b4  | [REDACTED]<br>b4       |
| Unarmed Temporary Additional Services | 150                | [REDACTED]<br>b4  | [REDACTED]<br>b4       |
| <b>TOTAL AMOUNT OPTION YEAR 4</b>     |                    |                   | <b>\$17,022,804.35</b> |

## PRICING TERMS AND CONDITIONS

### 01. DESCRIPTION OF SERVICES

The Contractor shall furnish professional security services, defined by this solicitation as armed and unarmed guard services and related duties, at Federally owned and leased facilities protected by the Federal Protective Service in Manhattan, the Bronx and West Chester County, as well as Long Island. 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

It is the Government's intention to obtain the required Guard Services by means of a Fixed Unit Price Blanket Purchase Agreement.

### 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 unit 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 option period, in order to be considered for award. Contractors submitting partial pricing information shall be ineligible for award.

#### **B. Option Pricing**

1. Contractors shall price the options for the four (4) additional 12-month periods by assuming that the minimum hourly wages and

fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the Base Year will apply to the four (4) additional 12-month option periods.

2. In the event the Government exercises an available option, the Government shall provide the Contractor with the most current Department of Labor wage determination. The Contractor shall pay all employees covered by Fair Labor Standards Act and Service Contract Act at least the wages and fringe benefits cited on the new wage determination, effective with the start date of the new option period.

3. Option prices will be adjusted in accordance with FAR clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi & Option Contracts) (May 1989). The Contractor may be required to furnish copies of payrolls to accompany any request for an adjustment to the option pricing.

#### **D. Unbalanced Pricing**

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.

#### **E. 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). Refer to Attachment 5 for the full text of this clause. 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.

#### **F. Pricing of Services**

1. The hourly prices quoted below 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. Emergency 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 Emergency Services Rates for any temporary additional services performed within 72 hours of the notification to initiate such service. The Contractor will be compensated at the Basic Service Rate for any such services performed after the 72 hour notification period has expired.

- a. In the event other agencies contact the Contractor to request Temporary Additional Services, the Contractor shall notify the FPS Contracting Officer within eight hours of such request.
- 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.

Note: Requests for all services listed above must come from the Federal Protective Service Contracting Officer or his authorized representative.

## **Statement of Work Revision # 2**

- 1 Introduction**
- 1.1 Use of Acronyms**
- 1.2 Introduction (General)**
- 1.3 Introduction (FPS)**
- 1.4 Introduction**
- 1.5 Reduction at Post**
- 2 Task Order Start-Up, Review, and Follow Up**
- 2.1 Conferences and meetings**
- 3 Authority and Jurisdiction, Permits, Licenses and Adherence to Laws**
- 3.1 Prior to the Commencement of Performance**
- 3.2 During Performance of the Task Order**
- 4 Qualifications of Personnel**
- 4.1 General Qualifications (Guard II and Building Security Officer)**
- 5 Quality Control**
- 5.1 Contractor Provided Quality Control**
- 5.2 Government Provided Quality Control**
- 6 Services Required – Non-Supervisory Security Guards**
- 6.1 Order of Precedence**
- 6.2 Security Guard Post Assignment Record**
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# STATEMENT OF WORK

## **1 Introduction**

### **1.1 Use of Acronyms**

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

|       |   |
|-------|---|
| ATR   | Agency Technical Representative                                       |
| SGIM  | Security guard Information Manual                                     |
| CM    | Contract/Task Order Manager   |
| CPM   | Contract/Task Order 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)**

- A. This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) Solicitation/Task Order number 62949.
- B. 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. The Contractor shall perform to the standards required in this Blanket Purchasing Agreement and any Task Orders issued thereto and will be expected to work closely with FPS representatives throughout the entire duration.



- C. **Important Note:** Where the Government identifies and references specific Solicitation/Blanket Purchasing Agreement Section numbers, that reference refers to that Section in its entirety, including every subsection having the same letter and/or letter-number prefix.

### **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. 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 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.

### **1.4 Introduction**

The Government intends to incorporate the contents of this SOW and the successful Offeror's entire quote (price and technical) into a Fixed Unit Price Blanket Purchasing Agreement (BPA) between DHS/FPS and that Offeror.

### **1.5 Reduction at Post**

- A. The Government has the unilateral right to add, decrease, cancel, or modify services stated as long as the change is within the scope of the BPA task orders. The Contractor will be obligated to provide services at the specified and agreed upon hourly rates. All modifications to task orders will be accomplished using a Standard Form 30 (SF30) "Amendment to Solicitation/Modification of Contract".
- B. Reduction at Post - In the event that posted guards are released due to weather closures or similar unforeseen occurrences, payment will be for the lesser of two hours or the post period balance, in addition to the services provided prior to the closure.

## **2 Task Order Start-Up, Review, and Follow-Up**

### **2.1 Conferences and Meetings**

- A. Immediately after award of the BPA 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 requirements and a review of the Contractor's Transition Management Plan.

- B. During the performance under the BPA, the FPS CO, COTR, and the Contractor shall meet annually to discuss all relevant 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 incorporate them into the task order 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 task order file.
- C. During the start up and performance of the BPA, the COTR and the Contractor shall meet at least monthly to discuss all relevant issues. The COTR and / or CPM will inspect 10% of the guard personnel records for completeness, certification validation & CERTS data base correctness. The Contractor shall submit the written minutes of these meetings to the COTR. Should the Government not concur with the minutes, the Government shall state in writing to the Contractor any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the minutes in the task order file. A mutual effort will be made to resolve all problems identified.
- D. The government will allow a minimum of 60-days start up from the time of the award of the BPA to the initial start of performance.

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

#### **3.1 Prior to Commencement of Performance**

- A. The Contractor will perform services in **[New York City, the Bronx, Westchester, and Rockland, Nassau, and Suffolk Counties, New York]**. The Contractor must possess ALL licenses required to perform services in **[New York State and the applicable Counties]**.
- B. The applicable licensing authorities that are known to the Government at this time are: **New York State, Department of State, Division of Licensing Services, 84 Holland Avenue, Albany, NY 12208-3490 518-474-4429**  
[www.dos.state.ny.us](http://www.dos.state.ny.us)

**State of New York, Division of Criminal Justice Services, 4 Tower Place,  
Albany, New York 12203-3764**

New York City Police Department License Division, Room 110, 1 Police Plaza,  
New York, New York 10038

Officer [REDACTED] b6,b7c  
Nassau County Police Department Headquarters  
on  
[REDACTED] b6,b7c Deputy Inspector)

Min [REDACTED] 501  
516 [REDACTED] b6,b7c

- C. **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.**
- D. 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.
  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 task order.
  3. Obtain all licenses and permits required for each guard and supervisor to serve as an armed guard (where required by post orders) or armed supervisor. Armed guards must carry their firearm license/permits on their person while on duty, as required under the licensing guidelines. Failure by an armed guard to carry a valid firearm certificate or permit while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained. All armed guards shall have a Carry Permit or proper state certification to carry weapons off site. Guards must have the ability to travel to and from their duty place with their firearm. Locations requiring "unarmed" guards shall be identified as such in the "Post Coverage Schedule".
  4. The Contractor shall furnish a legible copy of all legally required licenses and permits to the CO prior to the performance start date and again within 15 days after each option period exercised by the Government. The Contractor shall

complete and certify a written record that shows names and issue dates for each 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 task order 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 task order.

5. 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 task order prior to performing any work.

E. **Important Note:** Failure by the Contractor to obtain all required licenses as of the performance start date or failure to maintain during the term of this task order will be grounds for termination for default.

### **3.2 During Performance of the Task Order**

- A. During performance of work under the 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 the 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 option periods the Government exercises. 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 for default or take other remedies, such as issuing a Stop Work Order, obtaining performance by other sources, and deducting those costs from task order prices.
- D. Where 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 an 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 on their person while on duty. 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 (Guard II and Building Security Officer)**

- A. Subject to existing law, regulations and/or other provisions of this task order, illegal or undocumented aliens will not be employed by the Contractor. 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 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.
- 6. And meet **one** of the following experience/education requirements:
  - 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;
- d. or
- e. Successful completion of Police Officer's Standard Training (POST) course;  
or
- f. 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 task order 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 accepted by the Government upon 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 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 task order.
- 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 task order 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. All changes in appointments shall require the same approval.
- E. The Contractor shall maintain a file of all inspection reports 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 task order and adherence to their Quality Control Plan.

- G. The Government shall consider the Contractor's adherence to their stated Quality Control Plan during semi-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 default.

## **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).
- C. The Government may assess price deductions for services not rendered according to the provisions of the BPA.

## **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 Terms of the BPA and the specific Task Order;
- B. The Security Guard Post Assignment Record;
- 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)

### **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 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 task order scope and has no impact on the cost. Such changes shall not require modification to the task order.

- 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.
- 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 price, must be made by the CO through a written modification to the task order. 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 task order 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.

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, 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.

### **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 conclusion of service under this 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 Mega Center, the COTR, and the security guard's supervisor as soon as the security guard detects the loss or the problem.

### **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 Mega Center 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 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 FPS Mega Center 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 Contract/Task Order related court appearances with the COTR. Task order-related court testimony on behalf of the Government shall take priority over all other task order-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, Contract/task order 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 task order security guards to fulfill post requirements affected by task order 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**

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 Mega Center 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 task order employees should return to their assigned posts and duties.

### **6.3-16 Primary Security Response**

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 Security Guard Duty Register. 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. 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 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 Security Guard Duty Register, the 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 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.
- D. The COTR (or designated FPS personnel) will collect all original task order Security Guard Duty Registers. The Contractor will not remove the original Security Guard Duty Registers from the job site, unless specifically instructed to do so by the COTR. Invoice payment may not be made until all of the original task order Security Guard Duty Registers are received by the COTR.

## **7 Key Personnel (Task Order Manager and Supervisors)**

### **7.1 Special Requirements for Managers**

- A. The Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed CM meets the requirements listed here. If the proposed CM does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed CM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed CM possesses the ability to effectively manage security guard services of the size and scope described in this SOW. The CO must approve the proposed CM prior to his/her assignment under this task order.
- B. It is suggested that the CM occupy office space within the New York City limits. It is also suggested that the New York City Police Department, Licensing Division be contacted for possible requirements. The space should be commercial, have on site bathroom facilities, sufficient furniture and equipment for holding training classes, file cabinets to contain and maintain current guard certification folders.
- C. The CM 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/task order 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- Manager (Key Personnel)**

- A. The Contractor shall propose, identify, and provide to the Government an experienced Manager (CM) who shall have complete authority to act for the Contractor during the term of the Task Order. **The duties of the CM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the task order or any other guard task order administered by FPS.** The CM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM 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 task order requirements. The CM must completely understand the operational requirements of this task order, 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 should conduct regularly scheduled meetings with supervisory staff to continually evaluate security officer performance and review operational procedures.
- C. The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss 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 task order.
- E. The CM 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 into their Offering prices (e.g., as overhead/G&A), as they will not be itemized or paid for separately by the Government.

### **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 Contract/task order. 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 task order award. The CO or COTR must approve the proposed supervisor(s) prior to working under the task order.
- 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 task order/SOW and the (DHS Form TBD) (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 task order/SOW or by local or state law.
- E. The Contractor shall provide the level of supervision proposed in the technical proposal and agreed to by the Government upon award of the task order. All supervisors shall be required to sign in on a 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 task order.
- 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 task order.

#### **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/task order of the size and scope described in the task order/SOW. The CO must approve the proposed Supervisor prior to his/her assignment under this task order.

- 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.

## **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 task order 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 & the form 139's will be used by the Government to verify compliance with the man-hour requirements of the task order.

## **10 Guard Labor Category**

Only DOL category **Guard II** security guards may be utilized to perform services under this task order. All category Guard II (unless specified by post orders) security guards must be firearms qualified. Any attempt by the Contractor to compensate guard II security guards at an hourly rate of less than the incorporated Service Contract Act Wage Determination will be considered a breach and will be grounds for termination for default.

## **11 Effort Required**

### **11.1 Effort Required – Productive Hours**

Reference Exhibit 1, for further details on the estimated man-hours of service required by the Government.

### **11.2 Effort Required – Supervisory Hours**

- A. Specific hours of supervision will not be required under this task order. 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 task order, as agreed to by the Government as part of the Contractor's technical proposal and incorporated into the task order upon award.
- 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.
- C. All costs associated with the Contractor's Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after award.

### **11.3 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 security guard absences. All reserve security guards must meet the minimum qualification standards required in this task order before working any post.
- 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 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/task orders 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 award.
- 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.).
- D. The Government has the authority to assess deductions from task order payments for all hours or parts of hours where security guards exceed the 12-hour on-duty limitation. For each hour or part thereof where a security guard works over 12 hours without prior approval by the COTR, FPS will deduct the hourly rate plus the hourly cost of a FLEP at the GS-8 rate.

### **13 Relief and Lunch Breaks**

- A. The Contractor shall ensure continuous coverage at all posts identified. The contractor is responsible for complying with all applicable federal, state and local laws regarding employee 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 must complete the following training and pass the required written examination. Security guards and uniformed supervisors who worked under the predecessor contract/task order and who maintain valid certification credentials will not be required to take the training until their suitability adjudication expires. Prior to the expiration of their suitability adjudication, those security guards must complete the required training. All newly hired security guards with no prior experience under the predecessor or other

current FPS security guard service contract/task order must take the following training and pass the written examination prior to working under this task order.

- B. 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 must 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, 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 award.
- C. The CO, COTR, or any designated representative of the CO 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 task order. The Contractor shall be responsible for providing the CO 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 CO 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 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 RFQ. Certifications of training are required for individual task order employees.

### **14.2-1 Security Guards (Supervisory and Productive)**

- A. All productive and supervisory security guards must take the following training at the time periods specified in the following chart. 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>TRAINING COURSE AND HOURS</b>                                   | <b>GOVERNMENT PROVIDED</b> | <b>CONTRACTOR PROVIDED</b> |
|------------------|--|----------------------------|----------------------------|
| <b>Initial</b>   | <b>Basic Training – 64 Hours</b>                                   |                            | <b>XXX</b>                 |
|                  | <b>FPS Orientation and Magnetometer/ X-Ray training – 16 Hours</b> | <b>XXX</b>                 |                            |
|                  | <b>Weapons Training – 40 Hours</b>                                 |                            | <b>XXX</b>                 |
|                  | <b>CPR, AED, and First Aid Training and Certification</b>          |                            | <b>XXX</b>                 |
| <b>Recurring</b> | <b>Annual CPR and AED Training and Certification</b>               |                            | <b>XXX</b>                 |
|                  | <b>Biannual First Aid Training and Certification</b>               |                            | <b>XXX</b>                 |
|                  | <b>Re-certification Training – 40 Hours (Every 3 years)</b>        |                            | <b>XXX</b>                 |
|                  | <b>Annual weapons Qualification</b>                                |                            | <b>XXX</b>                 |

- B. Basic training, FPS “orientation” training, Written Exam, Magnetometer/X-Ray training, and current FPS Basic Firearms Training are “one time only” courses, and do not have to be taken again once they are successfully completed by a Contract employee. However, additional training may be required on Magnetometer/x-ray if/when the equipment or technology is changed. Training certifications are transferable to other FPS security guard service contracts/task orders, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during a 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. Current FPS basic annual firearms re-qualification does not require specific additional training; rather, it involves the employee’s ability to pass the current FPS firearms qualification standards, as established by the Federal Law Enforcement Training Center (Exhibit 4E). However, the Contractor shall be responsible for ensuring that all employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis, at no additional cost to the Government.
- D. Each 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. Reference Exhibit 4D, for further information regarding the subject matter to be covered during this training.

## 14.2-2 Supervisors

- A. All uniformed 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 (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. Supervisors shall not be permitted to work under this BPA without having passed the basic training, written examination for basic training, the basic firearms course, firearms practical qualification, and the Contractor Supervisory Training.

## 14.3 Written Examination

- A. Upon the employees' completion of the Basic Training and a favorable pre-employment suitability, 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 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 an 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 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/task order during that one-year waiting period. If an 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/task order 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 Weapons Training and Qualification

- A. The Contractor is responsible for providing forty- (40) hours of weapons training prior to sending the 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 (Exhibit 4E.) **The Government requires that each 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. The CO will provide the Contractor with the curricula for both the transitional and basic firearms training courses shortly after award.

- B. An employee may take the firearms range re-qualification two (2) times within thirty days (30)-day period. However, before the test can be taken a second time the contractor must provide a minimum of eight (8) hours of remedial training. After failing the second test, range re-qualification may not be attempted for a period of six (6) months. 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 employees to annually re-qualify on the course.
- C. Any employee who has successfully completed a 40 hour firearms course under a predecessor FPS Contract/task order 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 task order/SOW. 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 employee **shall not** exempt the employee from the annual range qualification requirements.
- D. **Unless prohibited by state or local law, all weapons range training and qualifications (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 and should factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after award.
- E. Annual firearms re-qualification does not require specific additional training; rather, it involves the employee's ability to pass the Federal Law Enforcement Training Center practical course (Exhibit 4E) with a passing score. However, the Contractor shall be responsible for ensuring that all 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. The qualification range either indoor or outdoor has to be at least 25 yards to satisfy the qualification distance.

- G. Successful firearms range qualification by 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 described herein.
- H. FPS Law Enforcement Personnel, weapons instructor, or trained representative may witness the firearms qualification for each employee to ensure that each employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the COTR to schedule range qualifications Monday through Friday, excluding Holidays or at a mutually acceptable date and time of the COTR. Firearms qualifications that are not witnessed by an FPS firearms trained employee will not be deemed acceptable for the purposes of this task order.
- I. The Contractor must provide the necessary weapons and ammunition for training and qualifications. The Contractor shall provide a list of serial numbers to the COTR of Contractor-provided firearms to be used for qualifications 48 hours prior to scheduled qualification. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.
- J. Guards will be authorized to carry the assigned weapon after they have met specific DHS qualifications:
  - 1. Trained and equipped to use non-deadly and up to deadly force to meet DHS Use of Deadly Force Policy, 1 July 2004.
  - 2. The Contractor shall certify, in writing, that the employee possesses the temperament, maturity, and judgment to make reasonable and correct use of force decisions under pressure.

#### **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 task order 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 acceptable minimum age stated herein.

#### **14.6 FPS-Specific Training**

- A. All employees must receive FPS-specific training prior to working under this task order. The COTR and the Contractor will schedule the site(s) and date(s) of the

training session(s) after award and prior to the task order start date. The subjects that will be covered by the training include:

1. General information and special orders for the facilities to be protected;
  2. Operational procedures for security systems and security equipment used in the protected premises; and
  3. Emergency operational procedures for security systems on the Occupant Emergency Plan for the location(s) to be protected.
- B. Each employee must be familiar with all general requirements for a specific facility before being assigned.
- C. Reference 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/task order 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.

#### **14.7 Government-Provided Magnetometer/X-Ray Training**

- A. All employees shall receive eight (8) hours of Government-provided training on the use and handling of Magnetometers and or X-Rays, where applicable.
- B. Upon completion of this training, the FPS Training Representative will issue each employee a certificate of training completion. The certificate shall be filed in each employee's personnel file.

#### **14.8 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 task order. 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 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.

- B. First Aid training and certification shall be valid for a period of two (2) years. Upon the two-year expiration of the First Aid certification, the 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 employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform under this BPA. A post is considered "open" if manned by unqualified employees.
- E. Under no circumstances shall the Contractor require the 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 action as deemed appropriate.

#### **14.9 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.
- 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.

#### **14.10 Training of Replacement Employees**

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

#### **14.11 Schedule of Provided Training and Testing**

**All Contractor Firearms Qualification and Government training / testing will be scheduled Monday through Friday, excluding Holidays. This requirement can be adjusted if mutually agreed upon by the government.**

**NOTE: Government training can only be scheduled after award of the BPA.**

#### **14.12 Government Provided Training - Failure to Attend**

- A. The Contractor must ensure that the employees attend all scheduled training and examination/qualification sessions. Absences by employees at scheduled training have an extremely adverse effect on FRS'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 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 task order may be seriously delayed by the unexcused absence(s).

#### **14.13 Training Waivers**

- A. In certain **rare** circumstances, such as emergencies or significant, unanticipated increases in required services, the CO may temporarily waive the time frames in which training and/or testing must be provided before an employee can work under the task order. 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 employee, not to exceed 120 calendar days. Under no circumstances may the Contractor work any employee under a temporary waiver without the CO's written consent of the waiver request. If the CO 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 employee(s) from the task order until such time as the requirements are successfully completed.

Under no circumstances will the CO permanently waive the training and testing requirements as described in this Section for any employee.

## **15 Medical and Physical Qualifications**

### **15.1 General**

- A. The Contractor shall ensure all uniformed employees 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.

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 task order guards, to undergo a pre-employment medical/physical examination. 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 the SF 78 based on the medical standards and essential job functions set forth in the task order. All guards (productive and supervisory) must meet the health certification requirements listed in the SF 78 (Exhibit 6A.) The Contractor shall submit a completed SF 78 for each employee to the prior to any employee being permitted to work under the task order.
- 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 task order. No guard shall be permitted to work under the task order until the certificate and medical documentation has been reviewed and approved for compliance by the COTR.
- D. All task order 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 Keratomy 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.
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. Task order 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. Wearing of body armor;
  7. Apply Handcuffs;
  8. Use of handgun, make shoot/no-shoot decision with handgun, fire handgun;
  9. Occasional running or sprinting;
  10. Respond to life threatening or emergency situation;
  11. Climb while in pursuit or in an emergency situation (stairs);
  12. Pull oneself over an obstacle;
  13. Lift/carry/drag/pull/push heavy objects;
  14. Physically subdue or engage in confrontation;
  15. Physically control crowds or by-standers;

16. 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 task order upon the CO's request.
- C. The Contractor shall be responsible for encouraging and promoting employees assigned to this task order to maintain an ongoing and regular program of physical fitness, at no additional cost to the Government.
- D. The Contractor shall ensure that all uniformed employees assigned to work under the task order 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:
  - 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.
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**

- A. As part of the medical examination, all 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):

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

- B. The Contractor will perform random drug screening of 5% of the guard force assigned to this task order over a 12- month period. Security Guards must resubmit to a urine drug screening upon renewal of physical forms every three years.
- C. 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](http://www.health.org/GDLNS-94.htm) or at: <http://wmcare.samhsa.gov>.<sup>1</sup> 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](http://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

<sup>1</sup> 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.

methodology conforms to SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.

- D. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this task order, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the task order may be modified to permit the use of those methods.
- E. 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 contracts/task orders. 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.
- F. The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each employee. All costs must be factored into the offering prices.

#### **15.5 Government Requested Screenings**

- 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 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 COTR will advise the CM 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 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. Task order employees who undergo either random or targeted urine drug screenings may continue working under the task order 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 employee(s) to take the test. In the event that the results are positive, the Contractor shall **immediately** remove the employee(s) with a positive reading from the task order and **immediately** inform the COTR and CO of the result and the employee's removal from the task order. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the positive reading.

- C. Any 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 contracts/task orders. Since most drugs are metabolized within a short period, the affected 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 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 employee from the task order who does not meet and adhere to the Standards of Conduct 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 either 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 task order:
1. Disturbing papers on desks, opening desk drawers or cabinets, or using Government equipment (i.e. computers, telephones, etc.) except as authorized by this task order and the post orders.
  2. Violations of the Federal Management Regulations, *Conduct on Federal Property* (41 CFR 102-74) (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.).
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 duty.
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.
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 task order employees/officials, Government employees, or the general public.

31. Involvement in any form of discrimination or sexual harassment of other task order 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 task order 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 personnel are expected to behave courteously and professionally toward all persons encountered in the performance of related duties, including Federal employees, building tenants, and the general public. The CO and/or COTR may require retraining, suspension, or dismissal of any employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties.

The CO will make all determinations regarding the removal of any employee from any or all locations where the contractor has contracts/task orders 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)**

Reference Exhibits 3A, 3B, 3C, 3D and 3E for further details and specifications of Government-furnished property.

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.**

- 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. 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).
  - 3. 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 employees under this task order. Reference 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.
  - 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 task order. 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 shall remain the property of the Government. Upon termination or conclusion of the task order, the Contractor shall render an accounting of all such property that has come into their possession during the course of the task order. 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. 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.

### **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 task order requires that the 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 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 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 employees, all items of uniform and equipment necessary to perform work required by the task order. The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of the Services.
- 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. Reference Exhibits 2A, 2B, 2C, 2D, and 2E for a list of specific CFP required for this task order.

##### **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, 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 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 task order.
  - 4. The amount and type of ammunition, including additional rounds for contingency, is specified in Exhibit 2E. Old duty ammunition will be periodically rotated with new ammunition.
  - 5. The 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. Unless stipulated, all firearms & ammunition shall be removed from the premises. The Contractor and their employees will take all necessary precaution to secure company weapons, per state and local requirements.
  - 7. Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place in designated

areas only. A contractor-supplied clearing barrel shall be provided in the designated area for this purpose.

8. The Contractor shall provide a list of serial numbers of firearms to be used or stored on the premises to the COTR prior to the task order 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.
9. 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 within 8 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. The type of uniform to be used on this task order will be provided by the Contractor as part of their technical proposal and will be agreed to by the Government at the time of award. The table below shows the standard required uniform components and the recommended quantities of the components:
- B. The Contractor's security guard force uniforms shall be a color and style in general use by large security guard or security organizations and shall be **readily distinguishable** from those of state, local, and FPS law enforcement personnel. All security guards performing under this task order 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. 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.
- D. 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.
- E. 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 task order requirements. Any deviation from the above requirements must be approved by medical authorities and submitted to the COTR.

- F. 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.
- G. 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**

- A. The Contractor will be required, as specified in Exhibit 2D, to furnish some or all of the types of supplementary equipment items described herein. Exhibit 2D identifies which security guard post shall be equipped with the required supplementary equipment that may include the following:
  - 1. A notebook and pen
  - 2. A flashlight with holder
- B. 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 task order) 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 task order.

#### **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 regarding specific equipment, which may be provided to the Contractor by the CO or his/her authorized representative shall also be followed.
- 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 task order. The COTR shall give the Contractor one (1) electronic copy of this manual at the pre-performance meeting held shortly after award. The Contractor shall provide to each uniformed 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 task order must pass a suitability determination conducted by the Government. Contractor personnel will not be able to perform under this task order until appropriate suitability determinations have been made. The Government will provide all necessary forms at the time of 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 award.
- B. The Contractor should follow the procedures listed below to obtain an FPS certification card for each employee:
  - 1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the task order eligibility requirements, including medical and drug testing.
  - 2. Submit the suitability package to the FPS COTR 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;<sup>2</sup> this does not include the FPS Written Exam.
4. After the 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/task order Manager, that the employee has met all the requirements and that all pertinent documents are on file at the Contractor's facility.
  - b. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
  - c. A 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 arrested for or charged with any offense related to domestic violence. The CO shall provide the Contractor with an adequate supply of these forms. This form shall be valid for a period of one (1) year and must be re-submitted concurrent with the guard's semi 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 task order. 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 task order 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

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<sup>2</sup> The Contractor may proceed with Contractor-provided training while awaiting results of the suitability adjudication process.



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 task order. At the end of the BPA Term, the Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts/task orders. Possession of an FPS certification card does not waive any other BPA/task order requirements.

**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 employee's certification status (i.e., suitability determination, medical examination, firearms requalification, CPR/First Aid certification).

**IMPORTANT NOTE:** The CO shall have the express authority to demand return of the FPS Certification card for any employee who does not maintain compliance with the task order qualification and certification standards, and the CO shall have the expressed authority to prohibit that employee from performing under the task order 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 Officer shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this task order. Should the COTR determine that the Contractor is not complying with the security requirements of this task order, the Contractor will be informed in writing by the Contracting Officer of the proper action to take 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 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 task order. 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. Employees assigned to the task order not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

- B. Employees awaiting an EOD decision may begin work on the task order 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 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 and prior to any task order employees being permitted to work under the task order, the Contractor is responsible for ensuring that the employees receive formal suitability adjudication by FPS. All 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 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 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)

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 task order 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/task order. 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 an employee to be unsuitable to work as a result of the suitability investigation, 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 . 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 an employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contracts/task orders. This requirement also applies to 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 3- year period that would render the security guard unsuitable for continuing performance under the task order). The Contractor shall **immediately** notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any task order 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 task order 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.
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/task order (providing the same services), the suitability determination made under the previous contract/task order will carry over to the new contract/task order. 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.

2. Lawful Permanent Residents 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 check, additional security clearances may be required at certain locations. 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 6C for further information as to whether this task order 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). 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 task order 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](http://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](http://www.dss.mil); for DOE clearances at [www.doe.gov](http://www.doe.gov); and for NRC at [www.nrc.gov](http://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.

- D. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each security guard employee performing under this task order, as well as the firm employees, who may, in the performance of this task order, visit the work site.
- E. Employees (to include applicants, temporaries, part-time and replacement employees) needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform. 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 task order 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 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 these services 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. 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 task order 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 task order 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 award. If an uncleared 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 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 Security 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 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 Security Office must be notified 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 employee is assigned for duty, and the tenant agency provided the 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 Officers 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 task order 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 task order are listed below:
1. 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.
  2. 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.
  3. 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.
  4. Only authorized logos and accessories shall be worn on or with the security guard uniform. At no time shall an employee display, or cause to be displayed, any contractor insignia or logo while on duty without written approval of the COTR.5.



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.

6. Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.
7. 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.
8. 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.
9. The face shall be kept clean-shaven. The temporary wearing of beards may be authorized by the COTR if prescribed by a board-certified dermatologist 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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 Contract Employee Reinstatements**

- A. When the Government takes action that may impact upon the suitability or work fitness status of an 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 task order.

## **23 Contractor's Personnel Filing System**

- A. To minimize duplication of effort by the FPS and the Contractor, the Contractor shall maintain personnel files for all employees who work under this BPA. Files shall be maintained at the Contract/task order Manager's 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; (if applicable)
  - 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 task order;

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 task order;
  16. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this task order; and
  17. A copy of any National Security Information clearance issued, where required by this task order (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 employee's file.
- C. The Contractor shall inspect each existing guard folder within ten days of their receipt from the predecessor contractor. The intent of this inspection is to ensure that supporting documentation exists for the data found on the most current CERT Log, which will be provided by the Federal Protective Service. The Contractor shall notify the Federal Protective Service of any missing documentation within fifteen calendar days of receiving the guard folder from the predecessor contractor. In the event that the missing documentation cannot be provided by the Federal Protective Service, or predecessor contractor, all missing documentation shall be replaced by the Contractor within 60 days of notifying the Federal Protective Service of the missing documents.
- D. **False statements, certification, or falsification of any documents required in this BPA by the Contractor, Contract/task order Manager, or any task order 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.

- E. The CO, COTR or FPS representative shall have the express authority to review **any** task order employee's file at **any time** during the course of the BPA.
- F. **WEB Contract Guard Employment Requirements Tracking System (CERT)**
  - 1. The CERT Log is used by FPS personnel to input security officer information into a national database. It is imperative that the information is correct and current.
  - 2. The FPS CERT log computer program (Microsoft Excel format) 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 BPA. The dates listed on the CERT log must match the paperwork in the Contractor employee's folder.
  - 3. The CERT log shall be updated monthly by the Contractor and forwarded to the local FPS representative via e-mail.
  - 4. The CERT log will be used as part of the FPS inspection program and will be reviewed on a monthly basis with the Contractor.
  - 5. In conjunction with the CERT log, the Contractor shall organize the employees' information folders in accordance with the format outlined in Exhibit 4A - Employee Folder Certification Layout.

## **24 Contract/Task Order Transition**

- 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 task order 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 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/task order as soon as is feasible after task order award. The Service Contract Act does not require the predecessor Contractor to provide this information earlier than 10 days prior to the predecessor Contract/task order ending date; however, the Government will request cooperation by the predecessor Contractor to provide this information upon award of this task order.
- D. The Contractor shall provide a Transition Management Plan within five (5) working days after award of the initial task order 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,
  9. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.

#### **24.1 Phase-Out of Contract/Task Order and Continuity of Services**

- A. The Contractor must recognize that services under this task order 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. As part of the closeout process, the Contractor shall, within 30 days of the final day of performance, turn over all incumbent officer training, medical, suitability and security records to the successor contractor. Failure to do so shall result in a 20% withholding of final payment until such action is accomplished.**
- C. After a new Contract 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/task order). If selected employees are agreeable to the change, the incumbent Contractor shall grant release at a mutually agreed date.
- D. The extent to which the Contractor cooperates with the Government and the successor Contractor during the Contract/task order transition will be noted in the Contractor's final performance evaluation and will be part of the final performance rating.

## **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 task order 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. 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 task order 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 exercise any available option periods and/or as a factor to determine whether to award any future Contract(s)/task orders to the Contractor.

## **25 Inspection and Acceptance**

### **25.1 The Role of Government Personnel and Responsibility for Task Order Administration, Inspection, and Acceptance**

#### **25.1.1 Contracting Officer (CO)**

The CO for this BPA is:

George Shirley  
Federal Protective Service  
701 Market Street  
Suite 4200  
Philadelphia,  
Phone [REDACTED] b6  
e-Mail: [REDACTED] b6 dhs.gov

The CO has the overall responsibility for the administration of this task order. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on unsatisfactory performance; termination (for convenience or default); issue final decisions regarding task order questions or matters under dispute. He/she may delegate certain other responsibilities to his/her authorized representatives, including other Warranted FPS Contracting Officers.

#### **25.1.2 Contracting Officer's Technical Representative (COTR)/Agency Technical Representative (ATR)**

A. The COTR is:

Inspector [REDACTED] b6,b7c  
DHS /FP  
290 Broadway, Rm. 222  
New York, NY 10007

B. The ATR is:

[Not Applicable]

C. The COTR and ATR are designated to assist the CO in the discharge of their responsibilities when they are unable to be directly in touch with the task order work. The COTR may be a Federal Protective Officer (FPO), an FPS Inspector, or a Protection Specialist (PS). The COTR is an FPS employee, while an ATR is a tenant agency employee. The responsibilities of the COTR and ATR include, but are not limited to:

1. Determining the adequacy of performance by the task order employees in accordance with the terms and conditions;
2. Performing surveillance of the task order employees while they are on duty;
3. Conducting 'intrusion tests' in which undercover FPS staff will attempt to bring unauthorized weapons or other prohibited materials into the facility, using the prescribed security methods or equipment, without being detected by the guards on post;
4. Acting as the Government's representative in charge of work at the site;
5. Ensuring compliance with task order requirements insofar as the guards' duties and behavior are concerned; and
6. Advising the Contractor, CO, and COTR of nonperformance or satisfactory performance.

D. After award, the CO will issue a written Delegation of Authority memorandum to the COTR and ATR that details the scope of duties they are authorized to perform. **The COTR and ATR cannot make any decisions regarding the performance of the task order except as outlined in the memorandum.** A copy of each memorandum shall be sent to the Contractor simultaneously upon issuance to the COTR and ATR.

E. The Contractor shall immediately notify the CO in the event the COTR or ATR directs the Contractor to perform work that the Contractor believes is not part of the task order or part of the COTR's or ATR's designated duties as stated in the CO's memorandum to the COTR/ATR. The CO will then make a determination on the issue and will respond to all affected parties.

### **25.1.3 Task Order Performance Monitors (CPM)**



- A. Any uniformed or non-uniformed, credentialed security or law enforcement official of the Federal Protective Service may serve as a CPM.
- B. The CPMs report to the COTR and are responsible for the day-to-day inspection and monitoring of the Contractor's work. The responsibilities of the CPM include, but are not limited to:
  - 1. Inspecting the work to ensure compliance with the task order requirements;
  - 2. Documenting through written inspection reports the results of all inspections conducted;
  - 3. Following through to ensure that all defects or omissions are corrected;
  - 4. Identifying to the CO and COTR areas of non-performance by the Contractor that may result in deductions from task order payment or other Contractual remedies being taken;
  - 5. Conferring with representatives of the Contractor regarding any problems encountered in the performance of the work; and generally assisting the COTR in carrying out his/her responsibilities.
  - 6. Pick up of Form 139 – guard sign in sheets.
- C. After award, the CO will issue a written memorandum to the CPMs that details the scope of duties they are authorized to perform. **The CPMs 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 simultaneously upon issuance to the task order Inspectors.
- D. The Contractor shall immediately notify the CO in the event the CPM directs the Contractor to perform work that the Contractor believes is not part of the task order or part of his/her designated duties as stated in the CO's memorandum to the task order inspector. The CO will then make a determination on the issue and will respond to all affected parties.

#### **25.1.4 Government Inspection and Monitoring**

- A. Inspection is the Government's primary means of ensuring that it receives the items for which it has contracted. For that reason, the Government will use multiple means of inspection.
- B. People from all walks of life will be observing and interacting with the Contractor's employees. This experience, good or bad, will frequently be reported to FPS. FPS will follow up as is appropriate with each such report. If appropriate, FPS will then

advise the Contractor of the commendations or complaints received.

- C. FPS works in partnership with client Federal agencies that reimburse FPS for contracted services. The staff and management of these Federal agencies will be supplementing FPS's own inspection and monitoring program with formal and informal observations and reports.
- D. FPS will use its own announced and unannounced inspection and monitoring procedures in support of this task order. Such procedures may occur at any time during the day or night, on any day of the year, and may be supplemented by FPS's customer surveys and other agency reviews of the Contractor's performance.

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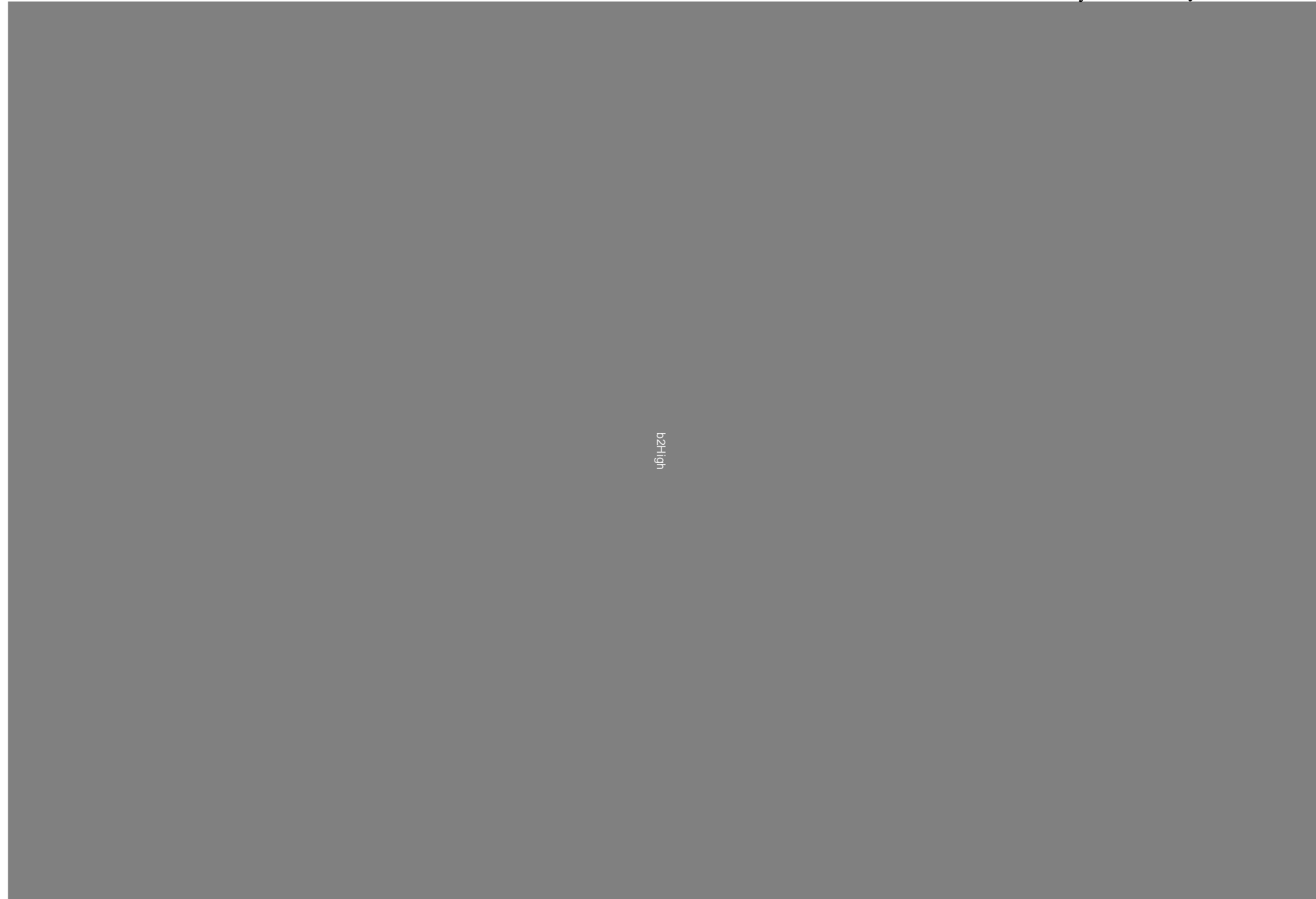
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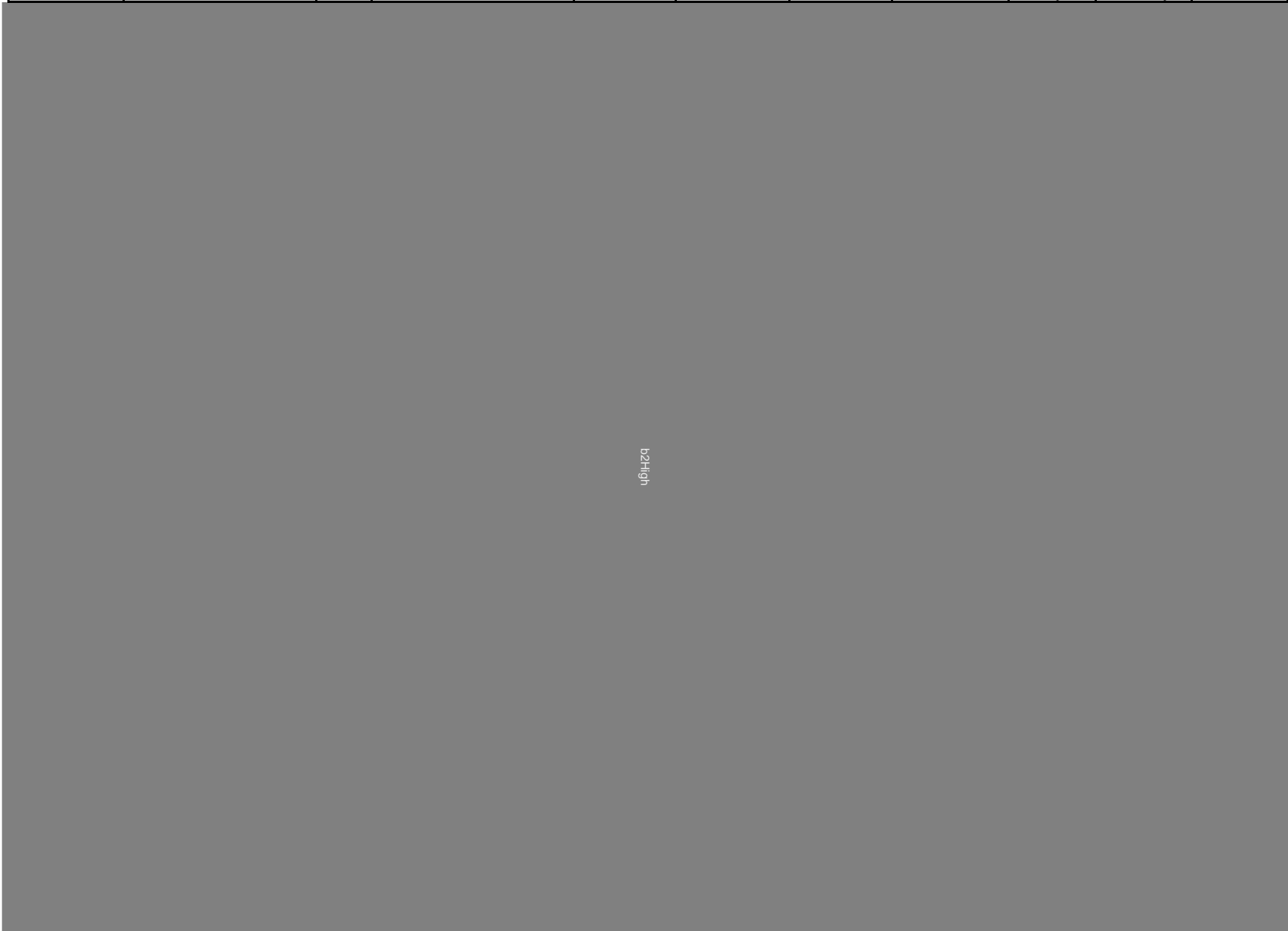
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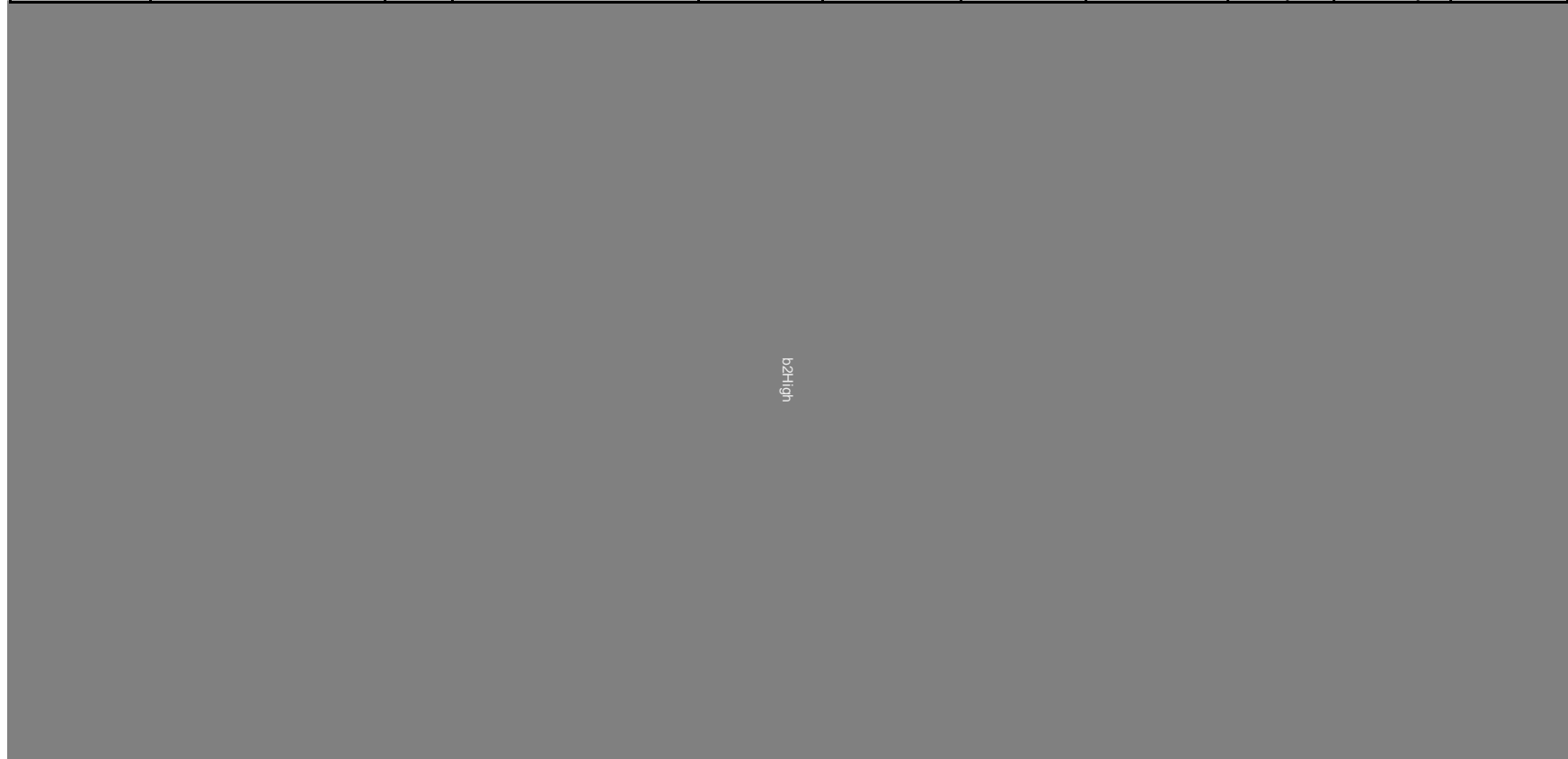
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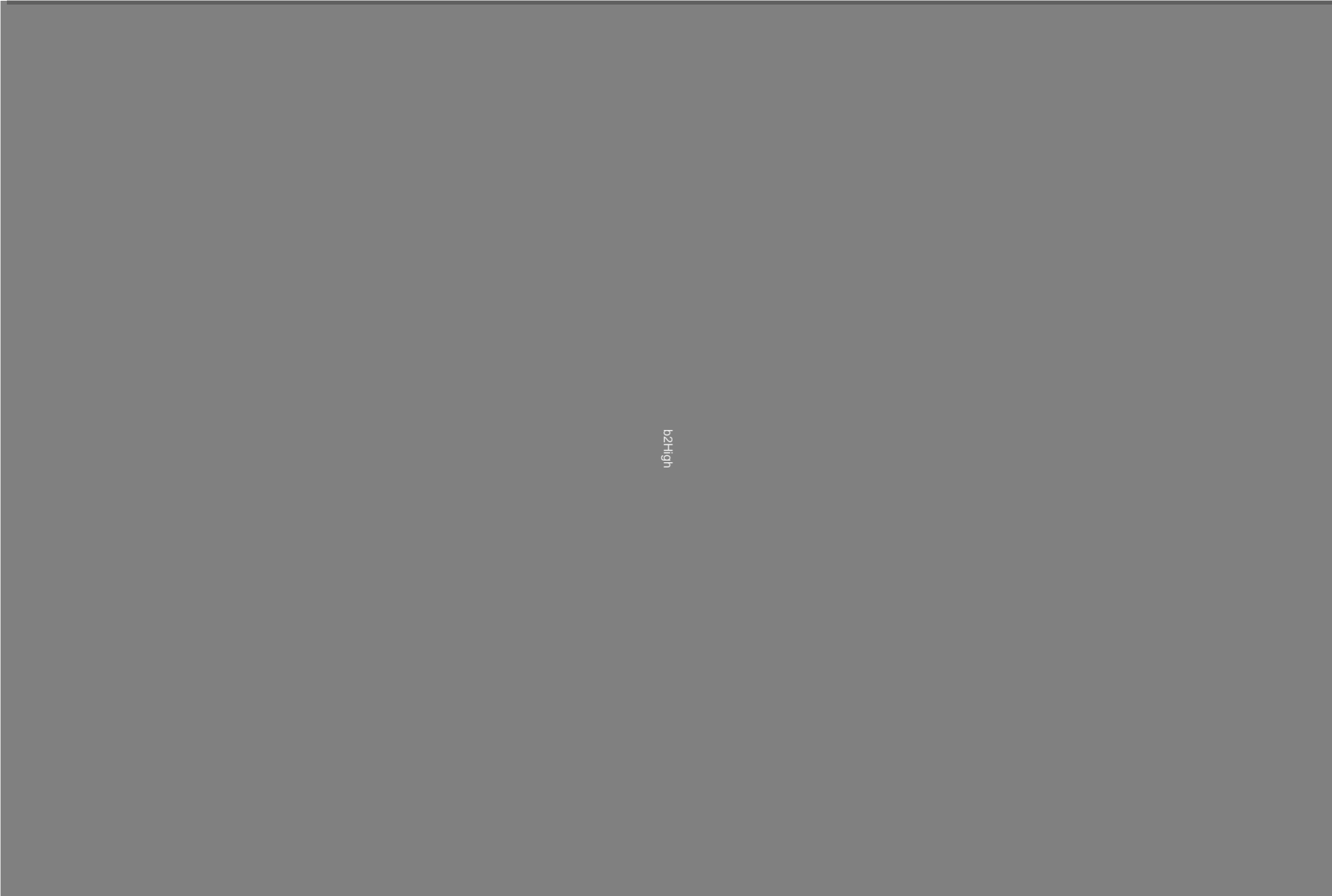
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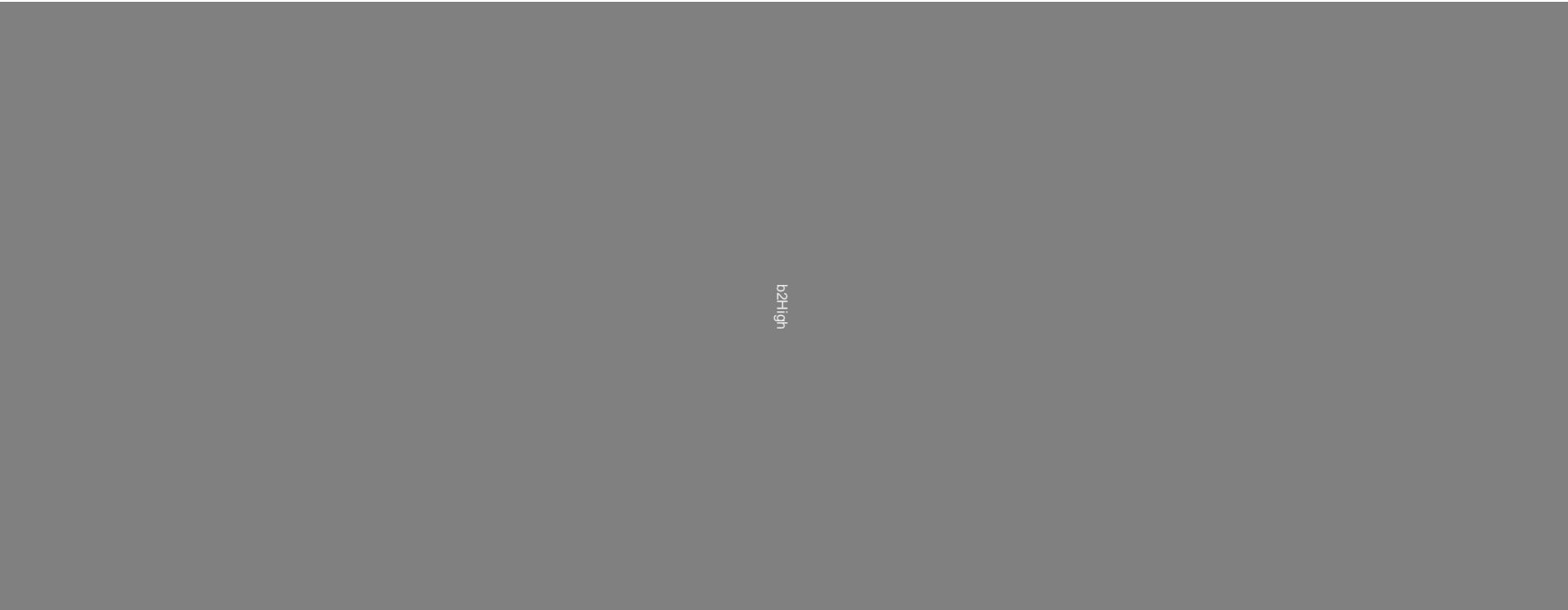
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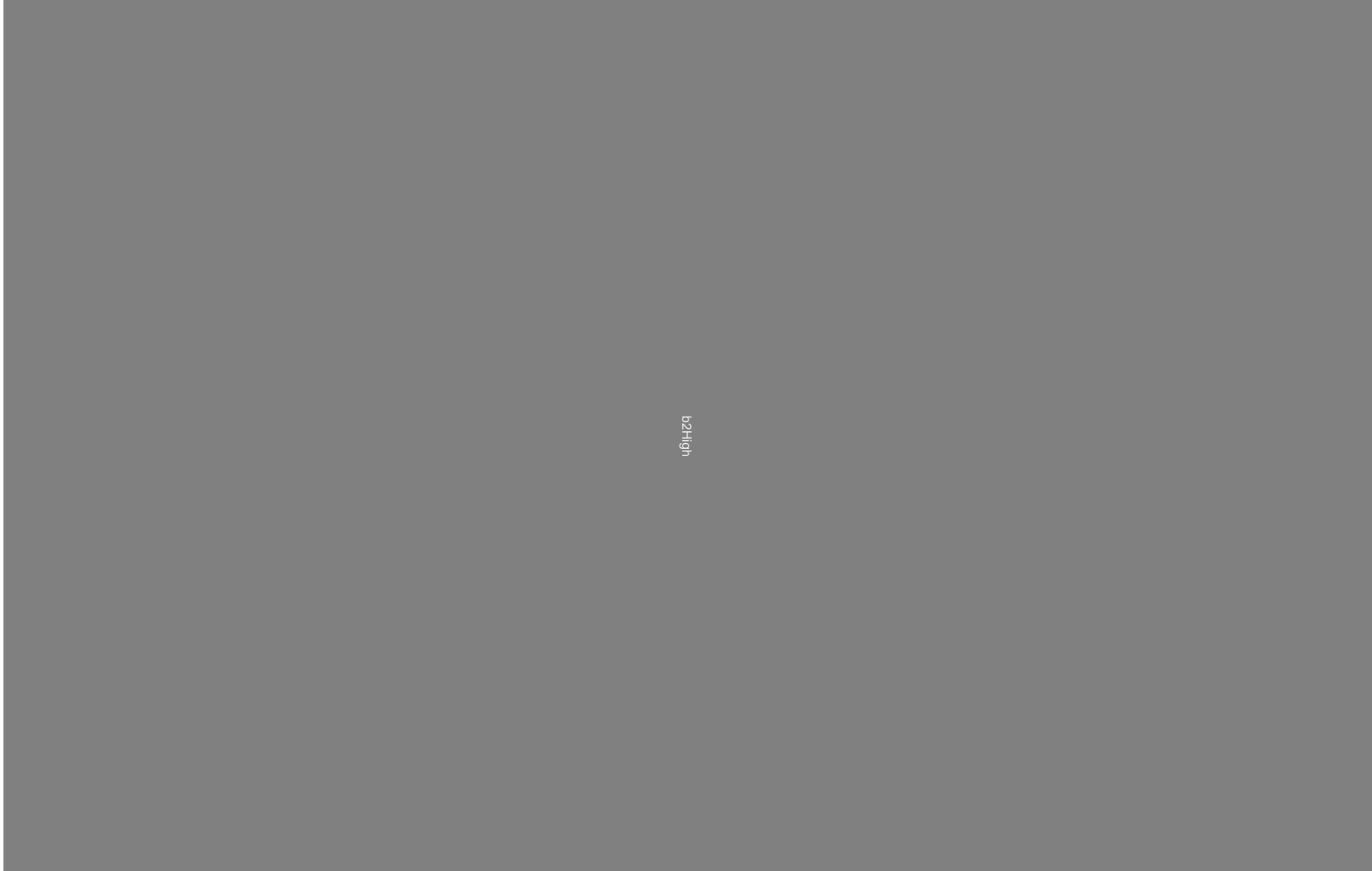
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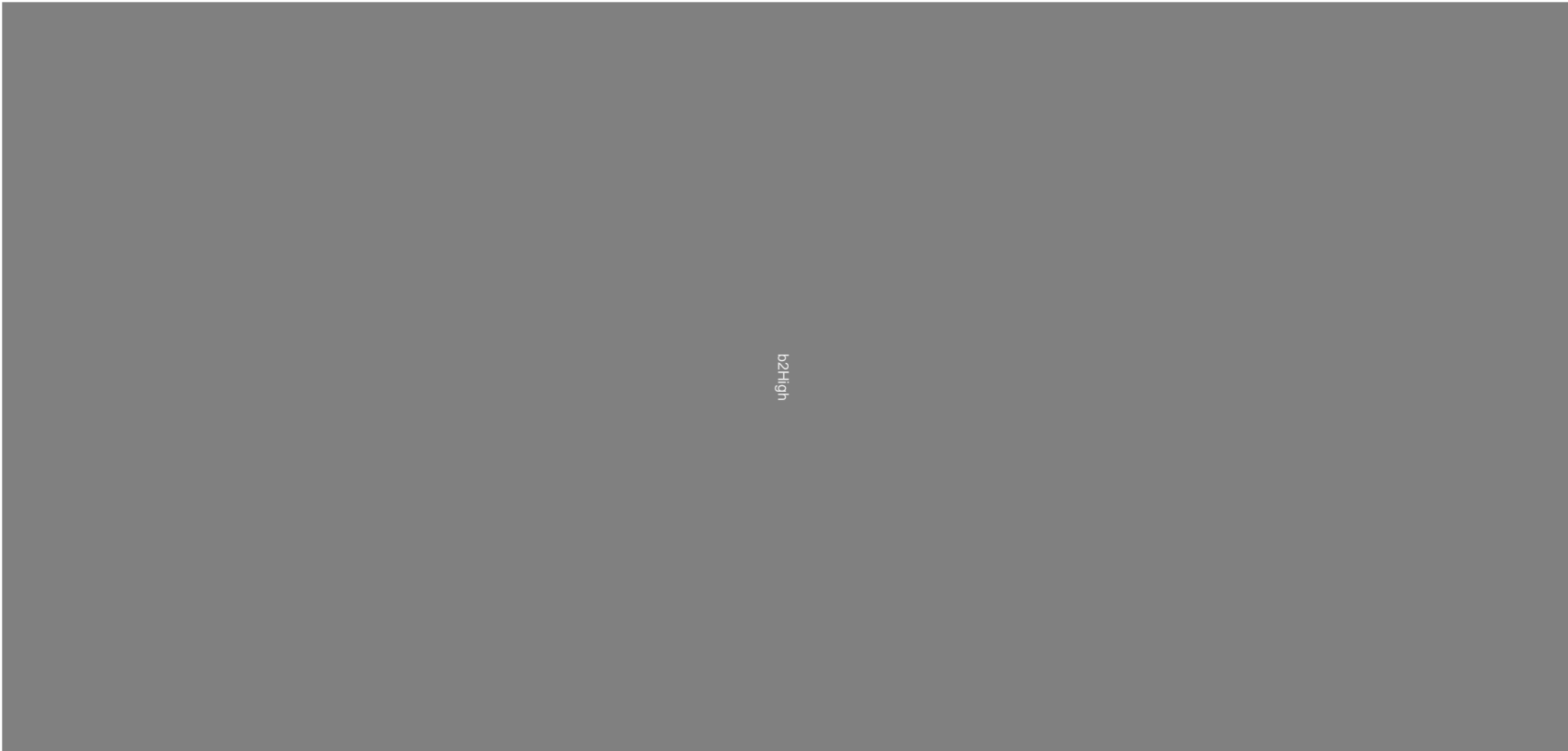
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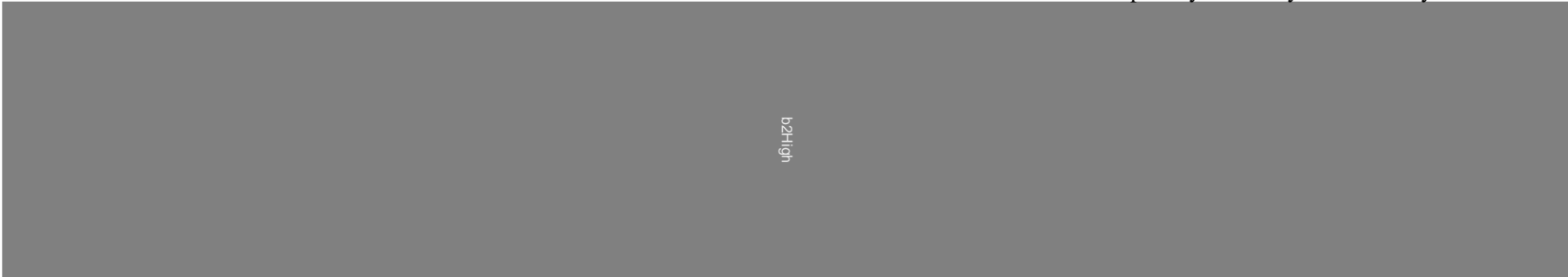
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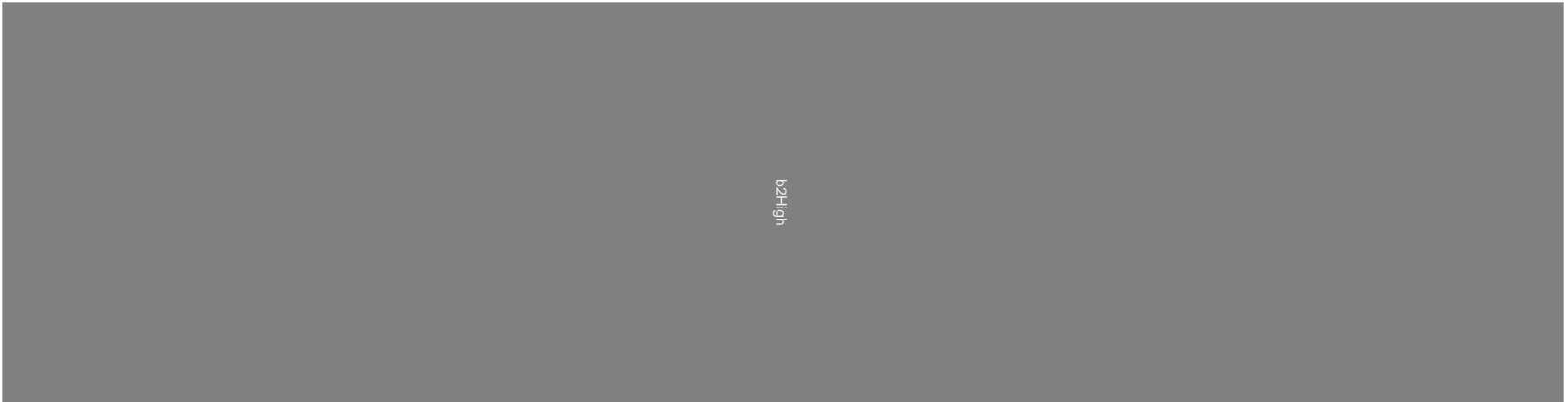
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**EXHIBIT 1(Continued)**

**SUPERVISORY REQUIREMENTS INCLUDING POST HOURS AND LOCATION**

**(Reference terms described in Section 7.3)**

**EXHIBIT 1A**

**REQUIRED ADMINISTRATIVE FORMS**

| <b>Form Number</b> | <b>Form Title</b>                                     |
|--------------------|---|
| 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                          |
| 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                       |
|                    |   |
|                    |   |
|                    |   |
|                    |   |



JAN 12 2007

**EXHIBIT 1B**

**SAMPLE SECURITY GUARD POST ASSIGNMENT RECORD (POST ORDER)**

**EXHIBIT 2A**

**CONTRACTOR FURNISHED COMMUNICATION EQUIPMENT REQUIREMENTS**

**1. Facilities:** ALL Post Locations must be equipped with cellular phones. Some locations (i.e. vehicle access barriers, etc. will require phones for each guard assigned.

**2. Equipment:** The Contractor shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.

| Type of Equipment   | QTY          |
|---|--------------|
| Cellular Phone with point to point, (walkie-talkie -Nextel-type) capabilities | 170 (approx) |
| Charger for the cellular phone  | 1per phone   |
| Standard carrying case  | 1per phone   |
|   |              |
|   |              |
|   |              |
|   |              |

**3. Licenses and Frequencies:** The Contractor shall apply for an FCC license and authorization to operate in frequencies specified by the Government. Where necessary, the Contracting Officer or his authorized Representative will issue a letter of authorization, identifying the Contractor as having a need to communicate over a frequency or frequencies assigned to an agency of the Federal Government.

**4. Normal, Emergency and Continuous Communications:** All two-way Cellular phones must have the capability of transmitting and receiving clear and concise vocal transmissions between the security guard, Federal Protective Service law enforcement personnel, supervisory personnel and the Contractor's base station. The Contractor's base station must be a local licensed place of business within the **[New York City Region]** for the purpose of having the capability for two-way communications between the Contractor and the Contractor's supervisory and security guard personnel who are assigned to this task order.

JAN 12 2007

**5.** The Contractor will provide a listing of cellular phone(s) and associated equipment to be used on this task order to the Contracting Officer's Technical Representative.

**EXHIBIT 2B**

**CONTRACTOR FURNISHED VEHICLE REQUIREMENTS**

**1. Facility:**

**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 facility 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 task order, 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.

**3. Vehicle Requirements:**

|   | <b>Vehicle Type</b>  | <b>Estimated Daily Hours</b> | <b>Days Per Week</b> | <b>Estimated Miles Per Day</b> |
|---|----------------------|------------------------------|----------------------|--------------------------------|
| 1 | No Vehicles Required |                              |                      |                                |
| 2 |                      |                              |                      |                                |
| 3 |                      |                              |                      |                                |
| 4 |                      |                              |                      |                                |

**4. Other vehicles, including MOPEDS, THREE-WHEELERS, MOTOR SCOOTERS, BICYCLES, etc., described as follows:**

**(None required)**

**EXHIBIT 2C**

**CONTRACTOR FURNISHED UNIFORM REQUIREMENTS**

**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 task order. Badges, patches and other approved devices worn on the uniforms shall carry distinctive markings of the company in compliance with applicable state and local laws.

**3. Uniform Requirements:**

| <b>Uniform Components</b>   | <b>Description / Color</b>             | <b>QTY</b> |
|---|--|------------|
| Body Armor (armed guards only)  | Concealable NIJ IIA with white carrier | 1          |
| Shirt, long sleeve  | tan with Insignia, shoulder patch      | 4          |
| Shirt, short sleeve   | tan with Insignia, shoulder patch      | 4          |
| Trouser, all season weight  | Brown*                                 | 2          |
| Necktie   | *                                      | 2          |
| Jacket, winter, patrol type (Reefer style)  | *                                      | 1          |
| Cap   | Frame style cap OR Baseball style cap* | 1          |
| Gloves, winter (pair)   | *                                      | 1          |
| Pistol belt (without shoulder strap)  |  | 1          |
| Level II firearm retention holster (slide on belt type), w/hammer safety strap, left/right as required (armed security guards/supervisors only) (may change based on weapons spec selected) | Black                                  | 1          |
| Ammunition cartridge or speed loader case (armed security guards only) (may change based on weapons spec selected)  | Black                                  | 2          |
| Duty Belt "Keepers"   | Black                                  | 4          |
| Expandable or straight Police Baton (with holder)   | (not applicable)                       | 0          |
| Handcuffs (pair) and keys   |  | 1          |
| Handcuff case   | Black                                  | 1          |
| Key strap with flap (if needed)   | Black                                  |            |
| Whistle, with chain attachment (metal)  |  | 1          |

| Uniform Components                                  | Description / Color  | QTY |
|---|--|-----|
| Metal frame cap ornament                            | Silver (non-supervisory), Gold (supervisory)   | 1   |
| Nameplate, 2-1/2" x 5/8", with 1/4" lettering<br>On | Gold metal with rounded edges. Black or blue lettering (First initial and last name) | 2   |
| Boots   | Pair, Low Quarter Black  | 1   |
| Shoes   | Pair, Dress Black  | 1   |

**EXHIBIT 2D**

**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 task order. The Contractor shall maintain all equipment in a ready and usable condition.

**3. Supplementary Equipment Requirements:**

| <b>Equipment Item</b>   | <b>Description / Color</b>                    | <b>QTY</b>  |
|-------------------------|---|-------------|
| Flashlight and Holder   | Two-D-cell type                               | 1 per Guard |
| Cellular Phone          |   | 1 per Guard |
| GPS                     | Not required                                  | none        |
| Night Vision Instrument | Not required                                  | none        |
| "First responder Kit"   | Gall's catalogue# Q-Em180, \$10.99 (or equal) | 1 per guard |
|                         |   |             |
|                         |   |             |
|                         |   |             |

## EXHIBIT 2E

### CONTRACTOR FURNISHED WEAPONS AND AMMUNITION

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

#### Firearms and Ammunition

The Contractor shall furnish sufficient firearms to equip each armed guard and supervisor while on duty. The Government shall not allow guards to possess personal weapons while on duty. **The firearms shall be .38 caliber, double action, six (6) shot police service type revolvers with a heavy duty 4" barrel, a fixed front sight, and a fixed or adjustable rear sight.** Appropriate and ample supplies of firearms maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor and at the Contractor's expense. The Contractor prior to issuance to guards shall inspect firearms.

The Contractor's employees shall inspect their assigned firearms at the commencement of each tour of duty. Each firearm shall be cleaned and oiled regularly to ensure optimum operating condition. Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place in designated areas only. The Contractor shall store all weapons and associated ammunition in accordance with safeguard standards established by the Government.

The Contractor must be able to account for all firearms at all times. On-site supervisors and guards shall make accurate receipt and return entries on the Firearms and Equipment Control Register, GSA Form 1051, at the beginning of each shift. The COTR will provide an ample supply of the Form 1051.

The Contractor shall provide a list of serial numbers of all firearms that will be used or stored on the premises to the COTR prior to the start date. The list shall be kept current; the Contractor must document and forward any changes to the COTR within one (1) week of the change.

In the event that a firearm is lost or stolen, the Contractor shall notify the Mega Center **immediately** and shall relate all the particulars known regarding the loss or theft of the weapon. Additionally, the Contractor shall provide a detailed written report to the COTR within one (1) week 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.

The Contractor shall provide ammunition for authorized firearms. The Contractor shall issue each armed guard 12 rounds of standard 110 +P jacketed hollow



point type ammunition upon entering duty. Six rounds shall be loaded into the revolver and the remaining six rounds shall be contained in a cartridge case.

Where applicable, additional cartridges of ammunition shall be provided, stored, and secured on-site by the Contractor to accommodate emergencies.

All firearms and ammunition, when not issued for duty, shall be secured 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 eighteen (18) rounds each. 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**

**1. Facilities:**

**2. Equipment:** The Government shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.

| Type of Equipment | QTY |
|-------------------|-----|
| (none)            |     |
|                   |     |
|                   |     |
|                   |     |
|                   |     |
|                   |     |
|                   |     |

**3.** The Contractor will provide a listing of radio(s) and associated equipment received from the Government for use on this task order to the Contracting Officer's Technical Representative.

**4.** The Contractor will report any damage or maintenance issues concerning this equipment immediately to the COTR.

**EXHIBIT 3B**

**GOVERNMENT FURNISHED VEHICLE EQUIPMENT REQUIREMENTS**

**1. Facility:**

**2. Equipment: Government Furnished Vehicle(s)**

The Government shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The Government shall provide supplemental vehicle equipment and all associated maintenance. It is the Contractor's responsibility to report maintenance issues and any damage regarding the vehicles and associated equipment immediately to the COTR.

**3. Vehicle Requirements:**

|   | <b>Vehicle Type</b>  | <b>Hours to be Used</b> | <b>Days Per Week</b> | <b>Tour Restrictions</b> |
|---|----------------------|-------------------------|----------------------|--------------------------|
| 1 | No Vehicles Required |                         |                      |                          |
| 2 |                      |                         |                      |                          |
| 3 |                      |                         |                      |                          |
| 4 |                      |                         |                      |                          |

**4. Other vehicles, including MOPEDS, THREE-WHEELERS, MOTOR SCOOTERS, BICYCLES, etc., described as follows:**

**No Vehicles Required**

**EXHIBIT 3C**

**GOVERNMENT FURNISHED UNIFORM REQUIREMENTS**

**1. Facility:**

**2. Uniforms: Government Furnished Uniform Items**

The Government shall furnish uniform clothing items, as indicated below, to all productive and supervisor security guards performing on the task order. Government furnished uniform items are to be worn/used only while on duty during the performance of this task order.

**3. Uniform Items:**

| <b>Uniform Components</b> | <b>Description / Color</b> | <b>QTY</b> |
|---------------------------|----------------------------|------------|
| (none)                    |                            |            |
|                           |                            |            |
|                           |                            |            |
|                           |                            |            |
|                           |                            |            |

**EXHIBIT 3D**

**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 task order. 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:**

| <b>Equipment Item</b> | <b>Description / Color</b> | <b>QTY</b> |
|-----------------------|----------------------------|------------|
| (none)                |                            |            |
|                       |                            |            |
|                       |                            |            |
|                       |                            |            |
|                       |                            |            |
|                       |                            |            |
|                       |                            |            |

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**EXHIBIT 3E**

**GOVERNMENT FURNISHED WEAPONS AND AMMUNITION**

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

**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**

**BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR**

**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 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 task order Security Guard (CHAPTER TWO, SGIM)            | 1     | Instructor will discuss the typical duties of a task order Security Guard and responsibilities associated with being a 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 task order 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 task order 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  |



**EXHIBIT 4A, Continued**

| <b>Subject</b>   | <b>Hours</b> | <b>Scope</b>   |
|--|--------------|--|
|  |              | 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 task order 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 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;  |

**EXHIBIT 4A, Continued**

| <b>Subject</b>  | <b>Hours</b> | <b>Scope</b>   |
|---|--------------|--|
|   |              | 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 task order 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 task order 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 task order. Reporting procedures   |

**EXHIBIT 4A, Continued**

| <b>Subject</b>   | <b>Hours</b> | <b>Scope</b>   |
|--|--------------|--|
|  |              | related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.   |
| 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   | 4            | Discussion shall include personnel control,  |

**EXHIBIT 4A, Continued**

| <b>Subject</b>  | <b>Hours</b> | <b>Scope</b>   |
|---|--------------|--|
| (CHAPTER FIVE, SGIM)  |              | property control, vehicle control, and lock and key control.   |
| Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)  | 2            | Acquaint the task order 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. |
| 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/task order. 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,   | 2            | Instructor will discuss workplace violence, who commits violent acts and why, guard  |

**EXHIBIT 4A, Continued**

| <b>Subject</b>  | <b>Hours</b> | <b>Scope</b>  |
|---|--------------|---|
| SGIM)   |              | response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.   |
| Civil Disturbances<br>(CHAPTER THIRTEEN,<br>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 response to civil disturbances.                          |
| Bomb Threats and Incidents<br>(CHAPTER FOURTEEN,<br>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<br>(CHAPTER FIFTEEN,<br>SGIM)          | 2            | Lecture and practical applications to instruct guards on identifying and responding to hostage situations.  |
| Sabotage and Espionage<br>(CHAPTER SIXTEEN,<br>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

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**EXHIBIT 4A, Continued**

CONTRACTOR IS STRONGLY URGED TO ENSURE THAT THE INSTRUCTORS USE THE SGIM AS A CORE COMPONENT OF THE TRAINING.

**EXHIBIT 4B**

**SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR**

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**

| <b>Subject</b>                           | <b>Hours</b> | <b>Scope</b>   |
|--|--------------|--|
| 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 task order; 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 task order Requirements              | 1            | Instructor(s) will review basic FPS task order requirements and standards of performance for Contractors, task order employees, and the relationship of employees with key members of Government agencies and FPS officials involved in the administration and operation of FPS task orders. An actual Contract/task order will be discussed so that students will be familiar with all aspects of such Contracts/task orders 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  |

**EXHIBIT 4B, Continued**

| <b>Subject</b>                                   | <b>Hours</b> | <b>Scope</b>  |
|--|--------------|---|
|  |              | will 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**

**TRAINING SUBJECTS TO BE PRESENTED BY THE GOVERNMENT**

The Contractor must coordinate with the COTR to present 16 hours of Government provided basic training to all students who have not had basic training. 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**

| <b>Subject</b>                               | <b>Hours</b> | <b>Scope</b>  |
|--|--------------|---|
| 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, task order specifications, and local requirements, task order 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.  |

| Subject  | Hours | Scope   |
|--|-------|---|
|  |       | <p>Instructor(s) will review and discuss the importance of the following forms:</p> <ul style="list-style-type: none"> <li>a. Preliminary Investigation;</li> <li>b. Crime Analysis;</li> <li>c. GSA Form 1039, Record of Property Found;</li> <li>d. GSA Form 252, Found Property Tag;</li> <li>e. GSA Form 1789, Register of Visitors;</li> <li>f. Arrival and Departures;</li> <li>g. Relief Guard Register</li> <li>h. Officer and Inspectors Register;</li> <li>i. Guards Hourly Report;</li> <li>j. Special forms unique to the facility used in the performance of the task order duties.</li> </ul> |
| Telephone and Radio Communications               | 1     | <p>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.</p>  |
| Role of Local, State and Federal Police Agencies | 1     | <p>The security guards will be instructed in their relationship to other law enforcement agencies. Each guard should understand their role, as required by the task order, 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.</p>  |
| X-Ray and Magnetometer Training                  | 8     | <p>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.</p>   |

**EXHIBIT 4D**

**CONTRACTOR PROVIDED REFRESHER TRAINING  
(TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS)**

**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 40 hours of refresher training to all students who have not had basic training or refresher training within three years. 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**

| <b>Subject</b>   | <b>Hours</b> | <b>Scope</b>  |
|--|--------------|---|
| 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 task order 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 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   |

**EXHIBIT 4D, Continued**

| <b>Subject</b>   | <b>Hours</b> | <b>Scope</b>  |
|--|--------------|---|
|  |              | instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement agents and the security 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 task order 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.   |

**EXHIBIT 4D, Continued**

| <b>Subject</b>  | <b>Hours</b> | <b>Scope</b>  |
|---|--------------|---|
| 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 task order 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   |

**EXHIBIT 4D, Continued**

| <b>Subject</b>                                     | <b>Hours</b> | <b>Scope</b>  |
|--|--------------|---|
|  |              | 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 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 task order. 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.   |

**EXHIBIT 4D, Continued**

| <b>Subject</b>   | <b>Hours</b> | <b>Scope</b>   |
|--|--------------|--|
| Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)       | 0.5          | Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.   |
| General Response Procedures (CHAPTER FOUR, SGIM)             | 0.5          | Explain the various types of situations 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,   |

**EXHIBIT 4D, Continued**

| Subject   | Hours | Scope  |
|---|-------|--|
|   |       | 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 task order. 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 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.   |



## EXHIBIT 4D, Continued

| Subject  | Hours | Scope   |
|--|-------|---|
| Hostage Situations<br>(CHAPTER FIFTEEN,<br>SGIM)     | 1     | Lecture and practical applications to instruct guards on identifying and responding to hostage situations.  |
| Sabotage and Espionage<br>(CHAPTER SIXTEEN,<br>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 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<br>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 BASIC WEAPONS TRAINING AND QUALIFICATIONS**

The Contractor must present 8 hours of basic baton training and certification, 8 hours of firearms classroom training, and 32 hours of live fire training and familurization to all security guards. In addition to the weapons training, the Contractor must provide for the weapons qualification course and must coordinate with the Contracting Officer 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’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.

| <b>Subject</b>                             | <b>Hours</b> | <b>Scope</b>   |
|--|--------------|--|
| Use of Baton                               |              | (not applicable at present time)   |
| 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 weapons 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. |

**EXHIBIT 4E, Continued**

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

**Handgun Qualification Course**

Firearms: Task order 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:**

| <b>STAGE</b> | <b>DISTANCE</b> | <b>ROUNDS</b> | <b>POSITION</b>  | <b>DESCRIPTION</b>   |
|--------------|-----------------|---------------|--|--|
| 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. |

## EXHIBIT 4E, Continued

| STAGE | DISTANCE | ROUNDS | POSITION  | DESCRIPTION   |
|-------|----------|--------|---|---|
| 2     | 3 YDS    | 6      | Using two hands from the holster -<br>- 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  |

**EXHIBIT 4E, Continued**

| STAGE | DISTANCE | ROUNDS | POSITION  | DESCRIPTION  |
|-------|----------|--------|---|--|
|       |          |        |   | <p>(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 reload (emergency, tactical or magazine exchange), and re-holster.</p>   |
| 5     | 15 YDS   | 12     | Two-handed shooting from the standing and kneeling position | <p>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).</p> |
| 6     | 25 YDS   | 4      | Barricade   | <p>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</p>   |

**EXHIBIT 4E, Continued**

| STAGE | DISTANCE | ROUNDS | POSITION  | DESCRIPTION  |
|-------|----------|--------|-----------|--|
|       |          |        |           | 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      | Barricade | 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 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 ANNUAL WEAPONS REFRESHER TRAINING  
AND QUALIFICATIONS**

The Contractor must present annual weapons qualification using the course in , Exhibit 4E of this task order. The Contractor must coordinate with the Contracting Officer for FPS to monitor the course of fire. 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.

**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 with Section C-9 and Exhibit 4A as required by task order number \_\_\_\_\_.

The Basic Training was provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

The Basic Training Subjects as identified in Exhibit 4A of the task order 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 Section C-9 and Exhibit 4B as required by task order number \_\_\_\_\_.

The Supervisory Training was provided from \_\_\_\_\_ (DATE) to \_\_\_\_\_ (DATE)

The Supervisory Training Subjects as identified in Exhibit 4B of the task order 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 Section C-9 and Exhibit 4C as required by task order number \_\_\_\_\_.

The Government Provided Training was provided from \_\_\_\_\_ (DATE) to \_\_\_\_\_ (DATE)

The Government Provided Subjects as identified in Exhibit 4C of the task order 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 Section C-9 and Exhibit 4D as required by task order number \_\_\_\_\_.

The Refresher Training was provided from \_\_\_\_\_ (DATE) to \_\_\_\_\_ (DATE)

The Refresher Training Subjects as identified in Exhibit 4A of the task order 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 WEAPONS TRAINING**

**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 Section C-9 and Exhibit 4E as required by task order number \_\_\_\_\_.

The Firearms Training was provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

The Baton Training was provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

The Weapons Training Subjects as identified in Exhibit 4E of the task order 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 5F**

**CONTRACTOR'S CERTIFICATION OF ANNUAL WEAPONS REFRESHER TRAINING**

**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 Section C-9 and Exhibit 4E as required by task order number \_\_\_\_\_.

The Firearms Training was provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

The Weapons Training Subjects as identified in Exhibit 4E of the task order 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)

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JAN 2007

**EXHIBIT 6A**

**STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION**

**UNITED STATES CIVIL SERVICE COMMISSION  
CERTIFICATE OF MEDICAL EXAMINATION**

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

|   |                                |   |                  |
|---|--------------------------------|---|------------------|
| 1. NAME ( <i>last, first, middle</i> )  | 2. SOCIAL SECURITY ACCOUNT NO. | 3. SEX<br><input type="checkbox"/> MALE<br><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?<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><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.<br><br>_____ <i>(Signature of applicant)</i> |                  |

**Part B. TO BE COMPLETED BEFORE EXAMINATION BY APPOINTING OFFICER**

|  |   |   |   |  |   |  |  |
|--|---|---|---|--|---|--|--|
| 1. PURPOSE OF EXAMINATION<br><input type="checkbox"/> PREAPPOINTMENT<br><input type="checkbox"/> OTHER ( <i>Specify</i> )  | 2. POSITION TITLE   |   |   |  |   |  |  |
| 3. BRIEF DESCRIPTION OF WHAT POSITION REQUIRES EMPLOYEE TO DO  |   |   |   |  |   |  |  |
| <p>4. Circle the number preceding each functional requirement and each environmental factor essential to the duties of this position. List any additional essential factors in the blank spaces. Also, if the position involves law enforcement, air traffic control, or fire fighting, attached the specific medical standards for the information of the examining physician.</p> <p align="center"><b>A. FUNCTIONAL REQUIREMENTS</b></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; vertical-align: top;"> <ul style="list-style-type: none"> <li>1. Heavy lifting, 45 pounds and over</li> <li>2. Moderate lifting, 15-44 pounds</li> <li>3. Light lifting, under 15 pounds</li> <li>4. Heavy carrying, 45 pounds and over</li> <li>5. Moderate carrying, 15-44 pounds</li> <li>6. Light carrying, 15-44 pounds</li> <li>7. Straight pulling (        hours)</li> <li>8. Pulling hand over hand (        hours)</li> <li>9. Pushing (        hours)</li> <li>10. Reaching above shoulder</li> <li>11. Use of fingers</li> <li>12. Both hands required</li> <li>13. Walking (        hours)</li> <li>14. Standing (        hours)</li> </ul> </td> <td style="width:33%; vertical-align: top;"> <ul style="list-style-type: none"> <li>15. Crawling (        hours)</li> <li>16. Kneeling (        hours)</li> <li>17. Repeated bending (        hours)</li> <li>18. Climbing, legs only (        hours)</li> <li>19. Climbing, use of legs and arms</li> <li>20. Both legs required</li> <li>21. Operation of crane, truck, tractor, or motor vehicle</li> <li>22. Ability for rapid mental and muscular coordination simultaneously</li> <li>23. Ability to use and desirability of using firearms</li> <li>24. Near vision correctable at 13" to 16" to Jaeger 1 to 4</li> </ul> </td> <td style="width:33%; vertical-align: top;"> <ul style="list-style-type: none"> <li>25. Far vision correctable in one eye to 20/20 and to 20/40 in the other</li> <li>26. Far vision correctable in one eye to 20/50 and to 20/100 in the other</li> <li>27. Specific visual requirement (specify)</li> <li>28. Both eyes required</li> <li>29. Depth perception</li> <li>30. Ability to distinguish basic colors</li> <li>31. Ability to distinguish shades of colors</li> <li>32. Hearing (aid permitted)</li> <li>33. Hearing without aid</li> <li>34. Specific hearing requirements (specify)</li> <li>35. Other (specify)</li> </ul> </td> </tr> </table> <p align="center"><b>B. ENVIRONMENTAL FACTORS</b></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; vertical-align: top;"> <ul style="list-style-type: none"> <li>1. Outside</li> <li>2. Outside and inside</li> <li>3. Excessive heat</li> <li>4. Excessive cold</li> <li>5. Excessive humidity</li> <li>6. Excessive dampness or chilling</li> <li>7. Dry atmospheric conditions</li> <li>8. Excessive noise, intermittent</li> <li>9. Constant noise</li> <li>10. 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**Part C. TO BE COMPLETED BY EXAMINING PHYSICIAN**

|  |   |
|--|---|
| 1. EXAMINING PHYSICIAN'S NAME ( <i>Type or print</i> ) | 3. SIGNATURE OF EXAMINING PHYSICIAN<br><br>_____ <i>(Signature)</i> _____ <i>(Date)</i>   |
| 2. ADDRESS (Including ZIP Code)                        | <p>IMPORTANT: After signing, return the entire form intact in the pre-addressed "Confidential-Medical" envelope which the person you examined gave you.</p> |



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.

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).

Jaeger No. 2 Type \_\_\_\_\_  
 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: \_\_\_\_\_ ; LEFT EAR \_\_\_\_\_  
 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)<br>Sp. gr. _____ Sugar _____ Blood _____<br>Albumen _____ Casts _____ Pus _____ |
| i. Respiratory tract (X-ray if indicated)  |  |
| j. Heart (size, rate, rhythm, function)<br>Blood pressure _____<br>Pulse _____<br>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

| <b>Part B. TO BE COMPLETED BEFORE EXAMINATION BY APPOINTING OFFICER</b>   |                                |   |                  |
|---|--------------------------------|---|------------------|
| 1. NAME ( <i>last, first, middle</i> )  | 2. SOCIAL SECURITY ACCOUNT NO. | 3. SEX<br><input type="checkbox"/> MALE<br><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?<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><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.<br><br>_____ <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:<br><input type="checkbox"/> HIRE OR RETAIN, DESCRIBE LIMITATIONS, IF ANY, HERE.<br><br><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:<br><input type="checkbox"/> HIRED OR RETAINED <input type="checkbox"/> NON-SELECTED FOR APPOINTMENT, OR ELIGIBILITY OBJECTED TO.<br><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<br><br>_____ <i>(signature)</i> _____ <i>(date)</i>  |
| 2. ADDRESS (including ZIP Code)                        | <b>IMPORTANT:</b> After signing, return <i>the entire form intact</i> 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 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.)

| <b>Dates<br/>(From – To)</b> | <b>Position or Title</b> | <b>Company Name<br/>and Address</b> | <b>Reference and<br/>Phone Number</b> |
|------------------------------|--------------------------|-------------------------------------|---------------------------------------|
|                              |                          |                                     |                                       |
|                              |                          |                                     |                                       |
|                              |                          |                                     |                                       |
|                              |                          |                                     |                                       |
|                              |                          |                                     |                                       |

**EXHIBIT 6B Continued**

**Employee's Name:**

**SSN:**            -       -

**EDUCATION SUMMARY:**

|                      | <b>Name and Address of Institution</b> | <b>Dates Attended</b> | <b>Diploma or Certificate</b> |
|----------------------|--|-----------------------|-------------------------------|
| <b>High School</b>   |  |                       |                               |
| <b>College</b>       |  |                       |                               |
| <b>Technical</b>     |  |                       |                               |
| <b>Trade Schools</b> |  |                       |                               |

PROVIDE A BRIEF STATEMENT OF WHY THIS SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS TASK ORDER.

**EXHIBIT 6C**

**SECURITY SUITABILITY REQUIREMENTS**

| <b>Facility Clearance</b> | <b>Required</b> | <b>Not Req'd</b> |
|---------------------------|-----------------|------------------|
| Top Secret                |                 |                  |
| Final Secret              |                 |                  |
| DHS Suitability           | X               |                  |

| <b>Personnel Clearance</b> | <b>Post Requirements (or "None")</b> |
|----------------------------|--------------------------------------|
| Top Secret                 |                                      |
| Final Secret               |                                      |
| DOE "Q"                    |                                      |
| DOE "L"                    |                                      |
| NRC "Q"                    |                                      |
| NRC "L"                    |                                      |
| DHS Suitability            | X                                    |
|                            |                                      |

**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.

**EXHIBIT 7**  
**FEDERAL MANAGEMENT REGULATIONS**  
**SUBPART C**  
**CONDUCT ON FEDERAL PROPERTY**  
**(41 CFR 102-74)**

**REFERENCE**

**SOW**

## TERMS AND CONDITIONS

In addition to the contract clauses in the General Services Administration's Schedule 84 (Solicitation: 7FCI-L3-030084-B), the following clauses from the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) are incorporated into this BPA.

**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> |
|---------------|---|-------------|
| 52.204-9      | Personal Identity Verification of Contractor Personnel                    | JAN 06      |
| 52.212-1      | Instructions to Offerors - Commercial Items                               | SEP 06      |
| 52.222-39     | Notification of Employees Rights Concerning Payment of Union Dues or Fees | DEC 04      |
| 52.228-5      | Insurance - Work on a Government Installation                             | JAN 97      |
| 52.232-18     | Availability of Funds.  | APR 84      |
| 52.245-3      | Identification of Government Furnished Property                           | May 04      |
| 52.228-5      | Insurance - Work on a Government Installation                             | JAN 97      |
| 3052.222-70   | Strikes or Picketing Affecting Timely Completion of the Contract Work     | DEC 03      |
| 3052.222-71   | Strikes or Picketing Affecting Access to a DHS Facility                   | DEC 03      |
| 3052.228-70   | Insurance   | DEC 03      |
| 3052.242.71   | Dissemination of Contract Information                                     | DEC 03      |
| 3052.242-72   | Contracting Officer's Technical Representative                            | DEC 03      |
| 3052.245-70   | Government Property Reports   | DEC 03      |

### **Clauses Incorporated in Full Text**

#### **FAR 52.204-1 - APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the DHS Chief Procurement Officer and shall not be binding until so approved.

#### **FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates issuance of a Blanket Purchase Agreement against the GSA Federal Supply Schedule as a result of this solicitation.

Note: Offerors are advised that the Government reserves the right to make award based on an evaluation of initial offers.

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days before the contract expires.

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

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

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

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

**FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(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 acknowledgement of receipt from: Federal Protective Service, Mellon Independence Center, 701 Market Street, Suite 4200, Philadelphia, PA 19106 (Attn: Nina Ferraro).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (DEC 2003)**

(a) Prohibitions.

Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. 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 homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(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, Public Law 107-296, 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 after November 25, 2002, 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

(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, Public Law 107-296.

(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 after the date of enactment of this Act and 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 Public Law 107-296 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.

By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

**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 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.

**HSAR 3052.237-71 INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS (DEC 2003)**

(a) No contractor personnel shall start work under this contract that involves actual or potential access to sensitive information until (1) approved for access, (2) they have received a security briefing, or current refresher, about Information Technology (IT) security, from the appropriate Organizational Element (OE) Information Systems Security Officer (ISSO); and (3) have signed a non-disclosure agreement form. This user security agreement is provided as an Attachment to this solicitation. By signing the user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all DHS OE information technology resources and information related thereto. The Contracting Officer Technical Representative (COTR) for this contract shall arrange the aforementioned security briefing. The ISSO is responsible for retaining the non-disclosure documents signed and submitted by the contractor employees as well evidence of security training.

(b) The contractor shall have access only to those areas of DHS OE information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Information technology assets includes computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and Internet sites. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract.

(c) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).

(d) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

**HSAR 3052.237-72 CONTRACTOR PERSONNEL SCREENING FOR UNCLASSIFIED INFORMATION TECHNOLOGY ACCESS (DEC 2003)**

(a) Contractor personnel requiring privileged access or limited risk assessment level. Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to DHS missions, as indicated in FIPS PUB 199,

Standards for Security Categorization of Federal Information and Information Systems (Initial Public Draft).

(b) The Contractor shall afford DHS, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DHS data or to the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.

(c) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

### **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.

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

#### (1) **WORKERS' COMPENSATION**

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.

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

### WAGE DETERMINATIONS

The following Service Contract Wage Determinations are hereby incorporated:

Wage Determination 2005-2373, Revision 2 dated 03/01/2007

Wage Determination 2005-2375, Revision 2 dated 03/01/2007

### INVOICE PROCEDURES

1. Invoices shall be submitted via one of the following three methods:

a. By mail:

DHS, ICE  
Debt Management Center  
P.O. Box 1279  
Williston, VT 05495-1279  
Attn: FPS Region 2 Invoice

b. By facsimile (fax): 802-288-7658

(include a cover sheet with point of contact & # of pages)

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 Section I, 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.)

Invoices without the above information may be returned for resubmission.



WD 05-2373 (Rev.-3) was first posted on www.wdol.gov on 06/05/2007

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2005-2373  
Revision No.: 3  
Date Of Revision: 05/29/2007

State: New York

Area: New York Counties of Nassau, Suffolk

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

| OCCUPATION CODE - TITLE                                 | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support And Clerical Occupations |                   |
| 01011 - Accounting Clerk I                              | 13.95             |
| 01012 - Accounting Clerk II                             | 16.77             |
| 01013 - Accounting Clerk III                            | 20.96             |
| 01020 - Administrative Assistant                        | 25.38             |
| 01040 - Court Reporter                                  | 21.19             |
| 01051 - Data Entry Operator I                           | 13.95             |
| 01052 - Data Entry Operator II                          | 15.22             |
| 01060 - Dispatcher, Motor Vehicle                       | 23.78             |
| 01070 - Document Preparation Clerk                      | 15.41             |
| 01090 - Duplicating Machine Operator                    | 14.49             |
| 01111 - General Clerk I                                 | 13.47             |
| 01112 - General Clerk II                                | 15.40             |
| 01113 - General Clerk III                               | 17.11             |
| 01120 - Housing Referral Assistant                      | 21.13             |
| 01141 - Messenger Courier                               | 11.89             |
| 01191 - Order Clerk I                                   | 19.59             |
| 01192 - Order Clerk II                                  | 20.45             |
| 01261 - Personnel Assistant (Employment) I              | 17.11             |
| 01262 - Personnel Assistant (Employment) II             | 19.63             |
| 01263 - Personnel Assistant (Employment) III            | 21.13             |
| 01270 - Production Control Clerk                        | 21.13             |
| 01280 - Receptionist                                    | 14.59             |
| 01290 - Rental Clerk                                    | 17.74             |
| 01300 - Scheduler, Maintenance                          | 17.11             |
| 01311 - Secretary I                                     | 17.11             |
| 01312 - Secretary II                                    | 19.63             |
| 01313 - Secretary III                                   | 21.13             |
| 01320 - Service Order Dispatcher                        | 20.00             |
| 01410 - Supply Technician                               | 25.38             |
| 01420 - Survey Worker                                   | 18.59             |
| 01531 - Travel Clerk I                                  | 14.09             |
| 01532 - Travel Clerk II                                 | 15.27             |
| 01533 - Travel Clerk III                                | 16.58             |
| 01611 - Word Processor I                                | 16.11             |
| 01612 - Word Processor II                               | 20.16             |
| 01613 - Word Processor III                              | 21.36             |

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|--|-------|
| 05000 - Automotive Service Occupations               |       |
| 05005 - Automobile Body Repairer, Fiberglass         | 24.67 |
| 05010 - Automotive Electrician                       | 26.79 |
| 05040 - Automotive Glass Installer                   | 25.67 |
| 05070 - Automotive Worker                            | 25.67 |
| 05110 - Mobile Equipment Servicer                    | 18.01 |
| 05130 - Motor Equipment Metal Mechanic               | 28.38 |
| 05160 - Motor Equipment Metal Worker                 | 25.67 |
| 05190 - Motor Vehicle Mechanic                       | 27.97 |
| 05220 - Motor Vehicle Mechanic Helper                | 21.76 |
| 05250 - Motor Vehicle Upholstery Worker              | 24.20 |
| 05280 - Motor Vehicle Wrecker                        | 25.67 |
| 05310 - Painter, Automotive                          | 26.79 |
| 05340 - Radiator Repair Specialist                   | 25.67 |
| 05370 - Tire Repairer                                | 16.69 |
| 05400 - Transmission Repair Specialist               | 27.97 |
| 07000 - Food Preparation And Service Occupations     |       |
| 07010 - Baker  | 18.23 |
| 07041 - Cook I                                       | 16.75 |
| 07042 - Cook II                                      | 18.23 |
| 07070 - Dishwasher                                   | 13.67 |
| 07130 - Food Service Worker                          | 13.67 |
| 07210 - Meat Cutter                                  | 22.64 |
| 07260 - Waiter/Waitress                              | 14.45 |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 21.10 |
| 09040 - Furniture Handler                            | 16.03 |
| 09080 - Furniture Refinisher                         | 21.10 |
| 09090 - Furniture Refinisher Helper                  | 17.91 |
| 09110 - Furniture Repairer, Minor                    | 19.40 |
| 09130 - Upholsterer                                  | 21.10 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner, Vehicles                            | 13.67 |
| 11060 - Elevator Operator                            | 13.67 |
| 11090 - Gardener                                     | 16.75 |
| 11122 - Housekeeping Aide                            | 13.68 |
| 11150 - Janitor                                      | 14.92 |
| 11210 - Laborer, Grounds Maintenance                 | 14.45 |
| 11240 - Maid or Houseman                             | 13.68 |
| 11260 - Pruner                                       | 12.52 |
| 11270 - Tractor Operator                             | 15.96 |
| 11330 - Trail Maintenance Worker                     | 14.45 |
| 11360 - Window Cleaner                               | 17.32 |
| 12000 - Health Occupations                           |       |
| 12010 - Ambulance Driver                             | 20.44 |
| 12011 - Breath Alcohol Technician                    | 20.05 |
| 12012 - Certified Occupational Therapist Assistant   | 21.75 |
| 12015 - Certified Physical Therapist Assistant       | 20.08 |
| 12020 - Dental Assistant                             | 14.34 |
| 12025 - Dental Hygienist                             | 31.41 |
| 12030 - EKG Technician                               | 24.12 |
| 12035 - Electroneurodiagnostic Technologist          | 24.12 |
| 12040 - Emergency Medical Technician                 | 20.44 |
| 12071 - Licensed Practical Nurse I                   | 17.92 |
| 12072 - Licensed Practical Nurse II                  | 20.05 |
| 12073 - Licensed Practical Nurse III                 | 22.35 |
| 12100 - Medical Assistant                            | 14.00 |
| 12130 - Medical Laboratory Technician                | 21.34 |
| 12160 - Medical Record Clerk                         | 18.71 |
| 12190 - Medical Record Technician                    | 20.44 |

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| 12195 - Medical Transcriptionist                             | 17.99 |
| 12210 - Nuclear Medicine Technologist                        | 28.37 |
| 12221 - Nursing Assistant I                                  | 10.88 |
| 12222 - Nursing Assistant II                                 | 12.24 |
| 12223 - Nursing Assistant III                                | 13.96 |
| 12224 - Nursing Assistant IV                                 | 15.64 |
| 12235 - Optical Dispenser                                    | 18.60 |
| 12236 - Optical Technician                                   | 13.72 |
| 12250 - Pharmacy Technician                                  | 15.87 |
| 12280 - Phlebotomist   | 23.02 |
| 12305 - Radiologic Technologist                              | 25.72 |
| 12311 - Registered Nurse I                                   | 31.36 |
| 12312 - Registered Nurse II                                  | 34.68 |
| 12313 - Registered Nurse II, Specialist                      | 34.68 |
| 12314 - Registered Nurse III                                 | 41.84 |
| 12315 - Registered Nurse III, Anesthetist                    | 41.84 |
| 12316 - Registered Nurse IV                                  | 50.22 |
| 12317 - Scheduler (Drug and Alcohol Testing)                 | 24.84 |
| 13000 - Information And Arts Occupations                     |       |
| 13011 - Exhibits Specialist I                                | 24.09 |
| 13012 - Exhibits Specialist II                               | 27.17 |
| 13013 - Exhibits Specialist III                              | 36.96 |
| 13041 - Illustrator I  | 25.77 |
| 13042 - Illustrator II                                       | 27.48 |
| 13043 - Illustrator III                                      | 36.96 |
| 13047 - Librarian  | 37.25 |
| 13050 - Library Aide/Clerk                                   | 14.07 |
| 13054 - Library Information Technology Systems Administrator | 27.17 |
| 13058 - Library Technician                                   | 19.92 |
| 13061 - Media Specialist I                                   | 16.75 |
| 13062 - Media Specialist II                                  | 18.59 |
| 13063 - Media Specialist III                                 | 20.63 |
| 13071 - Photographer I                                       | 17.07 |
| 13072 - Photographer II                                      | 22.38 |
| 13073 - Photographer III                                     | 27.17 |
| 13074 - Photographer IV                                      | 36.96 |
| 13075 - Photographer V                                       | 42.03 |
| 13110 - Video Teleconference Technician                      | 17.07 |
| 14000 - Information Technology Occupations                   |       |
| 14041 - Computer Operator I                                  | 16.81 |
| 14042 - Computer Operator II                                 | 19.63 |
| 14043 - Computer Operator III                                | 21.44 |
| 14044 - Computer Operator IV                                 | 25.67 |
| 14045 - Computer Operator V                                  | 27.62 |
| 14071 - Computer Programmer I (1)                            | 24.09 |
| 14072 - Computer Programmer II (1)                           | 27.62 |
| 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                        | 16.81 |
| 14160 - Personal Computer Support Technician                 | 25.67 |
| 15000 - Instructional Occupations                            |       |
| 15010 - Aircrew Training Devices Instructor (Non-Rated)      | 33.96 |
| 15020 - Aircrew Training Devices Instructor (Rated)          | 36.76 |
| 15030 - Air Crew Training Devices Instructor (Pilot)         | 40.44 |
| 15050 - Computer Based Training Specialist / Instructor      | 34.83 |
| 15060 - Educational Technologist                             | 32.61 |
| 15070 - Flight Instructor (Pilot)                            | 40.44 |

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|---|-------|
| 15080 - Graphic Artist  | 22.75 |
| 15090 - Technical Instructor                                    | 27.17 |
| 15095 - Technical Instructor/Course Developer                   | 32.41 |
| 15110 - Test Proctor  | 21.13 |
| 15120 - Tutor   | 21.13 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations |       |
| 16010 - Assembler   | 10.02 |
| 16030 - Counter Attendant                                       | 10.02 |
| 16040 - Dry Cleaner   | 12.33 |
| 16070 - Finisher, Flatwork, Machine                             | 10.02 |
| 16090 - Presser, Hand   | 10.02 |
| 16110 - Presser, Machine, Drycleaning                           | 10.02 |
| 16130 - Presser, Machine, Shirts                                | 10.02 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry              | 10.02 |
| 16190 - Sewing Machine Operator                                 | 13.09 |
| 16220 - Tailor  | 13.83 |
| 16250 - Washer, Machine   | 10.86 |
| 19000 - Machine Tool Operation And Repair Occupations           |       |
| 19010 - Machine-Tool Operator (Tool Room)                       | 20.87 |
| 19040 - Tool And Die Maker                                      | 24.46 |
| 21000 - Materials Handling And Packing Occupations              |       |
| 21020 - Forklift Operator                                       | 16.38 |
| 21030 - Material Coordinator                                    | 20.08 |
| 21040 - Material Expediter                                      | 20.08 |
| 21050 - Material Handling Laborer                               | 14.62 |
| 21071 - Order Filler  | 14.85 |
| 21080 - Production Line Worker (Food Processing)                | 16.38 |
| 21110 - Shipping Packer   | 15.28 |
| 21130 - Shipping/Receiving Clerk                                | 15.28 |
| 21140 - Store Worker I  | 12.99 |
| 21150 - Stock Clerk   | 16.27 |
| 21210 - Tools And Parts Attendant                               | 16.38 |
| 21410 - Warehouse Specialist                                    | 16.38 |
| 23000 - Mechanics And Maintenance And Repair Occupations        |       |
| 23010 - Aerospace Structural Welder                             | 23.79 |
| 23021 - Aircraft Mechanic I                                     | 22.66 |
| 23022 - Aircraft Mechanic II                                    | 23.79 |
| 23023 - Aircraft Mechanic III                                   | 24.98 |
| 23040 - Aircraft Mechanic Helper                                | 18.31 |
| 23050 - Aircraft, Painter                                       | 21.64 |
| 23060 - Aircraft Servicer                                       | 20.05 |
| 23080 - Aircraft Worker   | 20.90 |
| 23110 - Appliance Mechanic                                      | 21.10 |
| 23120 - Bicycle Repairer  | 17.94 |
| 23125 - Cable Splicer   | 27.03 |
| 23130 - Carpenter, Maintenance                                  | 26.29 |
| 23140 - Carpet Layer  | 20.46 |
| 23160 - Electrician, Maintenance                                | 37.18 |
| 23181 - Electronics Technician Maintenance I                    | 23.44 |
| 23182 - Electronics Technician Maintenance II                   | 27.39 |
| 23183 - Electronics Technician Maintenance III                  | 28.51 |
| 23260 - Fabric Worker   | 19.40 |
| 23290 - Fire Alarm System Mechanic                              | 21.92 |
| 23310 - Fire Extinguisher Repairer                              | 18.87 |
| 23311 - Fuel Distribution System Mechanic                       | 22.82 |
| 23312 - Fuel Distribution System Operator                       | 18.87 |
| 23370 - General Maintenance Worker                              | 20.21 |
| 23380 - Ground Support Equipment Mechanic                       | 22.82 |
| 23381 - Ground Support Equipment Servicer                       | 19.98 |
| 23382 - Ground Support Equipment Worker                         | 21.05 |

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| 23391 - Gunsmith I  | 18.87 |
| 23392 - Gunsmith II   | 21.05 |
| 23393 - Gunsmith III  | 22.82 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic                      | 21.92 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) |       |
| 21.83   |       |
| 23430 - Heavy Equipment Mechanic  | 23.66 |
| 23440 - Heavy Equipment Operator  | 28.56 |
| 23460 - Instrument Mechanic   | 22.82 |
| 23465 - Laboratory/Shelter Mechanic   | 21.96 |
| 23470 - Laborer   | 15.95 |
| 23510 - Locksmith   | 21.10 |
| 23530 - Machinery Maintenance Mechanic  | 21.92 |
| 23550 - Machinist, Maintenance  | 21.92 |
| 23580 - Maintenance Trades Helper   | 17.71 |
| 23591 - Metrology Technician I  | 22.82 |
| 23592 - Metrology Technician II   | 23.72 |
| 23593 - Metrology Technician III  | 24.60 |
| 23640 - Millwright  | 21.92 |
| 23710 - Office Appliance Repairer   | 21.41 |
| 23760 - Painter, Maintenance  | 24.27 |
| 23790 - Pipefitter, Maintenance   | 29.49 |
| 23810 - Plumber, Maintenance  | 25.81 |
| 23820 - Pneudraulic Systems Mechanic  | 22.82 |
| 23850 - Rigger  | 21.92 |
| 23870 - Scale Mechanic  | 21.05 |
| 23890 - Sheet-Metal Worker, Maintenance   | 27.10 |
| 23910 - Small Engine Mechanic   | 20.92 |
| 23931 - Telecommunications Mechanic I   | 27.87 |
| 23932 - Telecommunications Mechanic II  | 29.10 |
| 23950 - Telephone Lineman   | 27.87 |
| 23960 - Welder, Combination, Maintenance  | 21.92 |
| 23965 - Well Driller  | 21.92 |
| 23970 - Woodcraft Worker  | 22.82 |
| 23980 - Woodworker  | 18.57 |
| 24000 - Personal Needs Occupations  |       |
| 24570 - Child Care Attendant  | 11.86 |
| 24580 - Child Care Center Clerk   | 14.82 |
| 24610 - Chore Aide  | 12.79 |
| 24620 - Family Readiness And Support Services Coordinator                       | 14.60 |
| 24630 - Homemaker   | 15.32 |
| 25000 - Plant And System Operations Occupations                                 |       |
| 25010 - Boiler Tender   | 28.06 |
| 25040 - Sewage Plant Operator   | 21.58 |
| 25070 - Stationary Engineer   | 28.06 |
| 25190 - Ventilation Equipment Tender  | 21.53 |
| 25210 - Water Treatment Plant Operator  | 25.53 |
| 27000 - Protective Service Occupations  |       |
| 27004 - Alarm Monitor   | 18.73 |
| 27007 - Baggage Inspector   | 13.99 |
| 27008 - Corrections Officer   | 25.58 |
| 27010 - Court Security Officer  | 27.43 |
| 27030 - Detection Dog Handler   | 20.00 |
| 27040 - Detention Officer   | 25.58 |
| 27070 - Firefighter   | 23.99 |
| 27101 - Guard I   | 13.99 |
| 27102 - Guard II  | 20.00 |
| 27131 - Police Officer I  | 28.66 |
| 27132 - Police Officer II   | 31.85 |
| 28000 - Recreation Occupations  |       |

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| 28041 - Carnival Equipment Operator                                  | 15.96 |
| 28042 - Carnival Equipment Repairer                                  | 16.75 |
| 28043 - Carnival Equipment Worker                                    | 13.67 |
| 28210 - Gate Attendant/Gate Tender                                   | 13.27 |
| 28310 - Lifeguard  | 13.30 |
| 28350 - Park Attendant (Aide)  | 14.85 |
| 28510 - Recreation Aide/Health Facility Attendant                    | 10.83 |
| 28515 - Recreation Specialist  | 17.02 |
| 28630 - Sports Official  | 12.25 |
| 28690 - Swimming Pool Operator                                       | 20.96 |
| 29000 - Stevedoring/Longshoremen Occupational Services               |       |
| 29010 - Blocker And Bracer   | 21.73 |
| 29020 - Hatch Tender   | 21.73 |
| 29030 - Line Handler   | 21.73 |
| 29041 - Stevedore I  | 20.48 |
| 29042 - Stevedore II   | 22.74 |
| 30000 - Technical Occupations  |       |
| 30010 - Air Traffic Control Specialist, Center (HFO) (2)             | 35.40 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (2)            | 24.40 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (2)           | 26.88 |
| 30021 - Archeological Technician I                                   | 22.43 |
| 30022 - Archeological Technician II                                  | 25.07 |
| 30023 - Archeological Technician III                                 | 31.09 |
| 30030 - Cartographic Technician                                      | 29.15 |
| 30040 - Civil Engineering Technician                                 | 24.85 |
| 30061 - Drafter/CAD Operator I                                       | 19.18 |
| 30062 - Drafter/CAD Operator II                                      | 26.50 |
| 30063 - Drafter/CAD Operator III                                     | 29.42 |
| 30064 - Drafter/CAD Operator IV                                      | 31.09 |
| 30081 - Engineering Technician I                                     | 15.58 |
| 30082 - Engineering Technician II                                    | 18.19 |
| 30083 - Engineering Technician III                                   | 22.28 |
| 30084 - Engineering Technician IV                                    | 26.28 |
| 30085 - Engineering Technician V                                     | 29.65 |
| 30086 - Engineering Technician VI                                    | 35.89 |
| 30090 - Environmental Technician                                     | 20.20 |
| 30210 - Laboratory Technician  | 19.60 |
| 30240 - Mathematical Technician                                      | 31.09 |
| 30361 - Paralegal/Legal Assistant I                                  | 19.90 |
| 30362 - Paralegal/Legal Assistant II                                 | 24.21 |
| 30363 - Paralegal/Legal Assistant III                                | 29.53 |
| 30364 - Paralegal/Legal Assistant IV                                 | 35.84 |
| 30390 - Photo-Optics Technician                                      | 28.11 |
| 30461 - Technical Writer I   | 21.05 |
| 30462 - Technical Writer II  | 25.74 |
| 30463 - Technical Writer III   | 32.93 |
| 30491 - Unexploded Ordnance (UXO) Technician I                       | 22.49 |
| 30492 - Unexploded Ordnance (UXO) Technician II                      | 27.22 |
| 30493 - Unexploded Ordnance (UXO) Technician III                     | 32.62 |
| 30494 - Unexploded (UXO) Safety Escort                               | 22.49 |
| 30495 - Unexploded (UXO) Sweep Personnel                             | 22.49 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (3) | 24.35 |
| 30621 - Weather Observer, Senior (3)                                 | 27.05 |
| 31000 - Transportation/Mobile Equipment Operation Occupations        |       |
| 31020 - Bus Aide   | 15.62 |
| 31030 - Bus Driver   | 19.89 |
| 31043 - Driver Courier   | 16.72 |
| 31260 - Parking and Lot Attendant                                    | 9.05  |
| 31290 - Shuttle Bus Driver   | 16.09 |
| 31310 - Taxi Driver  | 12.05 |

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|---|-------|
| 31361 - Truckdriver, Light              | 17.75 |
| 31362 - Truckdriver, Medium             | 18.76 |
| 31363 - Truckdriver, Heavy              | 22.43 |
| 31364 - Truckdriver, Tractor-Trailer    | 22.43 |
| 99000 - Miscellaneous Occupations       |       |
| 99030 - Cashier                         | 18.74 |
| 99050 - Desk Clerk                      | 11.50 |
| 99095 - Embalmer                        | 27.84 |
| 99251 - Laboratory Animal Caretaker I   | 15.21 |
| 99252 - Laboratory Animal Caretaker II  | 15.97 |
| 99310 - Mortician                       | 27.12 |
| 99410 - Pest Controller                 | 18.15 |
| 99510 - Photofinishing Worker           | 12.95 |
| 99710 - Recycling Laborer               | 14.56 |
| 99711 - Recycling Specialist            | 15.27 |
| 99730 - Refuse Collector                | 21.17 |
| 99810 - Sales Clerk                     | 11.86 |
| 99820 - School Crossing Guard           | 13.67 |
| 99830 - Survey Party Chief              | 22.72 |
| 99831 - Surveying Aide                  | 12.24 |
| 99832 - Surveying Technician            | 16.79 |
| 99840 - Vending Machine Attendant       | 20.27 |
| 99841 - Vending Machine Repairer        | 20.96 |
| 99842 - Vending Machine Repairer Helper | 18.35 |

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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 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 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 05-2375 (Rev.-3) was first posted on www.wdol.gov on 06/05/2007

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2005-2375  
Revision No.: 3  
Date Of Revision: 05/29/2007

State: New York

Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond,  
Rockland, Westchester

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and  
Weschester Counties only. See Wage Determination 1977-0225 for wage rates and  
fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

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

| OCCUPATION CODE - TITLE                                 | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support And Clerical Occupations |                   |
| 01011 - Accounting Clerk I                              | 14.66             |
| 01012 - Accounting Clerk II                             | 16.28             |
| 01013 - Accounting Clerk III                            | 20.96             |
| 01020 - Administrative Assistant                        | 25.38             |
| 01040 - Court Reporter                                  | 21.19             |
| 01051 - Data Entry Operator I                           | 13.95             |
| 01052 - Data Entry Operator II                          | 15.22             |
| 01060 - Dispatcher, Motor Vehicle                       | 23.78             |
| 01070 - Document Preparation Clerk                      | 15.15             |
| 01090 - Duplicating Machine Operator                    | 13.77             |
| 01111 - General Clerk I                                 | 13.47             |
| 01112 - General Clerk II                                | 15.41             |
| 01113 - General Clerk III                               | 17.11             |
| 01120 - Housing Referral Assistant                      | 21.13             |
| 01141 - Messenger Courier                               | 11.97             |
| 01191 - Order Clerk I                                   | 18.05             |
| 01192 - Order Clerk II                                  | 21.67             |
| 01261 - Personnel Assistant (Employment) I              | 17.11             |
| 01262 - Personnel Assistant (Employment) II             | 19.63             |
| 01263 - Personnel Assistant (Employment) III            | 21.13             |
| 01270 - Production Control Clerk                        | 21.13             |
| 01280 - Receptionist                                    | 15.28             |
| 01290 - Rental Clerk                                    | 17.74             |
| 01300 - Scheduler, Maintenance                          | 17.11             |
| 01311 - Secretary I                                     | 17.11             |
| 01312 - Secretary II                                    | 19.63             |
| 01313 - Secretary III                                   | 21.13             |
| 01320 - Service Order Dispatcher                        | 20.00             |

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| 01410 - Supply Technician                            | 25.38 |
| 01420 - Survey Worker                                | 18.55 |
| 01531 - Travel Clerk I                               | 14.09 |
| 01532 - Travel Clerk II                              | 15.27 |
| 01533 - Travel Clerk III                             | 16.58 |
| 01611 - Word Processor I                             | 16.11 |
| 01612 - Word Processor II                            | 18.09 |
| 01613 - Word Processor III                           | 20.24 |
| 05000 - Automotive Service Occupations               |       |
| 05005 - Automobile Body Repairer, Fiberglass         | 24.49 |
| 05010 - Automotive Electrician                       | 26.68 |
| 05040 - Automotive Glass Installer                   | 25.67 |
| 05070 - Automotive Worker                            | 25.42 |
| 05110 - Mobile Equipment Servicer                    | 23.10 |
| 05130 - Motor Equipment Metal Mechanic               | 27.97 |
| 05160 - Motor Equipment Metal Worker                 | 25.67 |
| 05190 - Motor Vehicle Mechanic                       | 27.97 |
| 05220 - Motor Vehicle Mechanic Helper                | 21.77 |
| 05250 - Motor Vehicle Upholstery Worker              | 24.42 |
| 05280 - Motor Vehicle Wrecker                        | 25.67 |
| 05310 - Painter, Automotive                          | 26.88 |
| 05340 - Radiator Repair Specialist                   | 25.67 |
| 05370 - Tire Repairer                                | 18.22 |
| 05400 - Transmission Repair Specialist               | 27.97 |
| 07000 - Food Preparation And Service Occupations     |       |
| 07010 - Baker  | 19.55 |
| 07041 - Cook I                                       | 17.97 |
| 07042 - Cook II                                      | 19.55 |
| 07070 - Dishwasher                                   | 14.67 |
| 07130 - Food Service Worker                          | 14.67 |
| 07210 - Meat Cutter                                  | 19.55 |
| 07260 - Waiter/Waitress                              | 15.50 |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 20.13 |
| 09040 - Furniture Handler                            | 15.30 |
| 09080 - Furniture Refinisher                         | 20.13 |
| 09090 - Furniture Refinisher Helper                  | 16.90 |
| 09110 - Furniture Repairer, Minor                    | 18.51 |
| 09130 - Upholsterer                                  | 20.13 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner, Vehicles                            | 14.92 |
| 11060 - Elevator Operator                            | 14.67 |
| 11090 - Gardener                                     | 17.97 |
| 11122 - Housekeeping Aide                            | 14.82 |
| 11150 - Janitor                                      | 14.92 |
| 11210 - Laborer, Grounds Maintenance                 | 15.50 |
| 11240 - Maid or Houseman                             | 13.98 |
| 11260 - Pruner                                       | 12.52 |
| 11270 - Tractor Operator                             | 17.13 |
| 11330 - Trail Maintenance Worker                     | 15.50 |
| 11360 - Window Cleaner                               | 15.76 |
| 12000 - Health Occupations                           |       |
| 12010 - Ambulance Driver                             | 18.77 |
| 12011 - Breath Alcohol Technician                    | 20.05 |
| 12012 - Certified Occupational Therapist Assistant   | 19.98 |
| 12015 - Certified Physical Therapist Assistant       | 18.91 |
| 12020 - Dental Assistant                             | 15.28 |
| 12025 - Dental Hygienist                             | 30.22 |
| 12030 - EKG Technician                               | 21.49 |
| 12035 - Electroneurodiagnostic Technologist          | 21.49 |

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| 12040 - Emergency Medical Technician                         | 18.77 |
| 12071 - Licensed Practical Nurse I                           | 17.92 |
| 12072 - Licensed Practical Nurse II                          | 20.05 |
| 12073 - Licensed Practical Nurse III                         | 22.35 |
| 12100 - Medical Assistant                                    | 13.84 |
| 12130 - Medical Laboratory Technician                        | 18.45 |
| 12160 - Medical Record Clerk                                 | 17.28 |
| 12190 - Medical Record Technician                            | 19.04 |
| 12195 - Medical Transcriptionist                             | 17.28 |
| 12210 - Nuclear Medicine Technologist                        | 30.38 |
| 12221 - Nursing Assistant I                                  | 8.91  |
| 12222 - Nursing Assistant II                                 | 11.96 |
| 12223 - Nursing Assistant III                                | 13.05 |
| 12224 - Nursing Assistant IV                                 | 16.01 |
| 12235 - Optical Dispenser                                    | 21.71 |
| 12236 - Optical Technician                                   | 13.68 |
| 12250 - Pharmacy Technician                                  | 13.74 |
| 12280 - Phlebotomist   | 13.11 |
| 12305 - Radiologic Technologist                              | 25.72 |
| 12311 - Registered Nurse I                                   | 31.36 |
| 12312 - Registered Nurse II                                  | 34.68 |
| 12313 - Registered Nurse II, Specialist                      | 34.68 |
| 12314 - Registered Nurse III                                 | 43.85 |
| 12315 - Registered Nurse III, Anesthetist                    | 43.85 |
| 12316 - Registered Nurse IV                                  | 48.80 |
| 12317 - Scheduler (Drug and Alcohol Testing)                 | 24.84 |
| 13000 - Information And Arts Occupations                     |       |
| 13011 - Exhibits Specialist I                                | 19.92 |
| 13012 - Exhibits Specialist II                               | 26.90 |
| 13013 - Exhibits Specialist III                              | 30.35 |
| 13041 - Illustrator I  | 19.92 |
| 13042 - Illustrator II                                       | 24.27 |
| 13043 - Illustrator III                                      | 27.39 |
| 13047 - Librarian  | 37.25 |
| 13050 - Library Aide/Clerk                                   | 14.07 |
| 13054 - Library Information Technology Systems Administrator | 27.17 |
| 13058 - Library Technician                                   | 19.92 |
| 13061 - Media Specialist I                                   | 17.84 |
| 13062 - Media Specialist II                                  | 19.80 |
| 13063 - Media Specialist III                                 | 21.98 |
| 13071 - Photographer I                                       | 17.07 |
| 13072 - Photographer II                                      | 19.94 |
| 13073 - Photographer III                                     | 27.17 |
| 13074 - Photographer IV                                      | 31.81 |
| 13075 - Photographer V                                       | 38.47 |
| 13110 - Video Teleconference Technician                      | 17.07 |
| 14000 - Information Technology Occupations                   |       |
| 14041 - Computer Operator I                                  | 17.11 |
| 14042 - Computer Operator II                                 | 19.63 |
| 14043 - Computer Operator III                                | 21.49 |
| 14044 - Computer Operator IV                                 | 26.94 |
| 14045 - Computer Operator V                                  | 27.62 |
| 14071 - Computer Programmer I (1)                            | 27.62 |
| 14072 - Computer Programmer II (1)                           | 27.62 |
| 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                        | 17.11 |

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|---|-------|
| 14160 - Personal Computer Support Technician                    | 26.94 |
| 15000 - Instructional Occupations                               |       |
| 15010 - Aircrew Training Devices Instructor (Non-Rated)         | 33.96 |
| 15020 - Aircrew Training Devices Instructor (Rated)             | 36.77 |
| 15030 - Air Crew Training Devices Instructor (Pilot)            | 40.45 |
| 15050 - Computer Based Training Specialist / Instructor         | 33.42 |
| 15060 - Educational Technologist                                | 26.71 |
| 15070 - Flight Instructor (Pilot)                               | 40.45 |
| 15080 - Graphic Artist  | 30.01 |
| 15090 - Technical Instructor                                    | 27.17 |
| 15095 - Technical Instructor/Course Developer                   | 31.68 |
| 15110 - Test Proctor  | 21.13 |
| 15120 - Tutor   | 21.13 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations |       |
| 16010 - Assembler   | 10.02 |
| 16030 - Counter Attendant                                       | 10.02 |
| 16040 - Dry Cleaner   | 12.33 |
| 16070 - Finisher, Flatwork, Machine                             | 10.02 |
| 16090 - Presser, Hand   | 10.02 |
| 16110 - Presser, Machine, Drycleaning                           | 10.02 |
| 16130 - Presser, Machine, Shirts                                | 10.02 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry              | 10.02 |
| 16190 - Sewing Machine Operator                                 | 13.09 |
| 16220 - Tailor  | 13.83 |
| 16250 - Washer, Machine   | 10.86 |
| 19000 - Machine Tool Operation And Repair Occupations           |       |
| 19010 - Machine-Tool Operator (Tool Room)                       | 20.13 |
| 19040 - Tool And Die Maker                                      | 23.35 |
| 21000 - Materials Handling And Packing Occupations              |       |
| 21020 - Forklift Operator                                       | 16.24 |
| 21030 - Material Coordinator                                    | 21.70 |
| 21040 - Material Expediter                                      | 21.70 |
| 21050 - Material Handling Laborer                               | 16.41 |
| 21071 - Order Filler  | 14.16 |
| 21080 - Production Line Worker (Food Processing)                | 16.25 |
| 21110 - Shipping Packer   | 15.28 |
| 21130 - Shipping/Receiving Clerk                                | 15.28 |
| 21140 - Store Worker I  | 12.99 |
| 21150 - Stock Clerk   | 16.27 |
| 21210 - Tools And Parts Attendant                               | 16.40 |
| 21410 - Warehouse Specialist                                    | 16.24 |
| 23000 - Mechanics And Maintenance And Repair Occupations        |       |
| 23010 - Aerospace Structural Welder                             | 26.48 |
| 23021 - Aircraft Mechanic I                                     | 25.22 |
| 23022 - Aircraft Mechanic II                                    | 26.48 |
| 23023 - Aircraft Mechanic III                                   | 27.80 |
| 23040 - Aircraft Mechanic Helper                                | 20.36 |
| 23050 - Aircraft, Painter                                       | 20.45 |
| 23060 - Aircraft Servicer                                       | 22.30 |
| 23080 - Aircraft Worker   | 23.26 |
| 23110 - Appliance Mechanic                                      | 20.36 |
| 23120 - Bicycle Repairer  | 17.13 |
| 23125 - Cable Splicer   | 29.08 |
| 23130 - Carpenter, Maintenance                                  | 25.76 |
| 23140 - Carpet Layer  | 26.98 |
| 23160 - Electrician, Maintenance                                | 37.18 |
| 23181 - Electronics Technician Maintenance I                    | 23.39 |
| 23182 - Electronics Technician Maintenance II                   | 29.17 |
| 23183 - Electronics Technician Maintenance III                  | 31.14 |
| 23260 - Fabric Worker   | 23.08 |

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| 23290 - Fire Alarm System Mechanic  | 21.67 |
| 23310 - Fire Extinguisher Repairer  | 20.19 |
| 23311 - Fuel Distribution System Mechanic                                       | 24.80 |
| 23312 - Fuel Distribution System Operator                                       | 21.01 |
| 23370 - General Maintenance Worker  | 18.98 |
| 23380 - Ground Support Equipment Mechanic                                       | 24.83 |
| 23381 - Ground Support Equipment Servicer                                       | 21.96 |
| 23382 - Ground Support Equipment Worker   | 22.90 |
| 23391 - Gunsmith I  | 18.94 |
| 23392 - Gunsmith II   | 21.14 |
| 23393 - Gunsmith III  | 22.91 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic                      | 22.97 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) |       |
| 23.88   |       |
| 23430 - Heavy Equipment Mechanic  | 24.59 |
| 23440 - Heavy Equipment Operator  | 34.38 |
| 23460 - Instrument Mechanic   | 25.56 |
| 23465 - Laboratory/Shelter Mechanic   | 22.05 |
| 23470 - Laborer   | 15.95 |
| 23510 - Locksmith   | 20.31 |
| 23530 - Machinery Maintenance Mechanic  | 23.45 |
| 23550 - Machinist, Maintenance  | 20.81 |
| 23580 - Maintenance Trades Helper   | 16.90 |
| 23591 - Metrology Technician I  | 25.56 |
| 23592 - Metrology Technician II   | 26.57 |
| 23593 - Metrology Technician III  | 27.55 |
| 23640 - Millwright  | 24.23 |
| 23710 - Office Appliance Repairer   | 22.95 |
| 23760 - Painter, Maintenance  | 23.15 |
| 23790 - Pipefitter, Maintenance   | 29.89 |
| 23810 - Plumber, Maintenance  | 28.14 |
| 23820 - Pneudraulic Systems Mechanic  | 23.84 |
| 23850 - Rigger  | 23.02 |
| 23870 - Scale Mechanic  | 21.99 |
| 23890 - Sheet-Metal Worker, Maintenance   | 30.55 |
| 23910 - Small Engine Mechanic   | 19.30 |
| 23931 - Telecommunications Mechanic I   | 26.48 |
| 23932 - Telecommunications Mechanic II  | 28.71 |
| 23950 - Telephone Lineman   | 26.47 |
| 23960 - Welder, Combination, Maintenance  | 20.93 |
| 23965 - Well Driller  | 24.89 |
| 23970 - Woodcraft Worker  | 23.38 |
| 23980 - Woodworker  | 17.73 |
| 24000 - Personal Needs Occupations  |       |
| 24570 - Child Care Attendant  | 13.42 |
| 24580 - Child Care Center Clerk   | 16.74 |
| 24610 - Chore Aide  | 12.67 |
| 24620 - Family Readiness And Support Services Coordinator                       | 14.25 |
| 24630 - Homemaker   | 18.59 |
| 25000 - Plant And System Operations Occupations                                 |       |
| 25010 - Boiler Tender   | 28.06 |
| 25040 - Sewage Plant Operator   | 27.01 |
| 25070 - Stationary Engineer   | 28.06 |
| 25190 - Ventilation Equipment Tender  | 21.53 |
| 25210 - Water Treatment Plant Operator  | 27.01 |
| 27000 - Protective Service Occupations  |       |
| 27004 - Alarm Monitor   | 17.20 |
| 27007 - Baggage Inspector   | 13.99 |
| 27008 - Corrections Officer   | 25.58 |
| 27010 - Court Security Officer  | 27.12 |

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| 27030 - Detection Dog Handler  | 17.83 |
| 27040 - Detention Officer  | 25.58 |
| 27070 - Firefighter  | 27.12 |
| 27101 - Guard I  | 13.99 |
| 27102 - Guard II   | 17.83 |
| 27131 - Police Officer I   | 28.66 |
| 27132 - Police Officer II  | 31.85 |
| 28000 - Recreation Occupations                                       |       |
| 28041 - Carnival Equipment Operator                                  | 17.13 |
| 28042 - Carnival Equipment Repairer                                  | 17.97 |
| 28043 - Carnival Equipment Worker                                    | 14.67 |
| 28210 - Gate Attendant/Gate Tender                                   | 13.27 |
| 28310 - Lifeguard  | 11.94 |
| 28350 - Park Attendant (Aide)  | 15.01 |
| 28510 - Recreation Aide/Health Facility Attendant                    | 10.83 |
| 28515 - Recreation Specialist  | 18.61 |
| 28630 - Sports Official  | 11.94 |
| 28690 - Swimming Pool Operator                                       | 20.37 |
| 29000 - Stevedoring/Longshoremen Occupational Services               |       |
| 29010 - Blocker And Bracer   | 27.18 |
| 29020 - Hatch Tender   | 27.18 |
| 29030 - Line Handler   | 27.18 |
| 29041 - Stevedore I  | 21.54 |
| 29042 - Stevedore II   | 23.43 |
| 30000 - Technical Occupations  |       |
| 30010 - Air Traffic Control Specialist, Center (HFO) (2)             | 35.40 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (2)            | 24.40 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (2)           | 26.88 |
| 30021 - Archeological Technician I                                   | 16.42 |
| 30022 - Archeological Technician II                                  | 18.37 |
| 30023 - Archeological Technician III                                 | 25.01 |
| 30030 - Cartographic Technician                                      | 25.11 |
| 30040 - Civil Engineering Technician                                 | 24.06 |
| 30061 - Drafter/CAD Operator I                                       | 17.89 |
| 30062 - Drafter/CAD Operator II                                      | 21.41 |
| 30063 - Drafter/CAD Operator III                                     | 23.77 |
| 30064 - Drafter/CAD Operator IV                                      | 25.11 |
| 30081 - Engineering Technician I                                     | 17.06 |
| 30082 - Engineering Technician II                                    | 19.68 |
| 30083 - Engineering Technician III                                   | 24.15 |
| 30084 - Engineering Technician IV                                    | 25.58 |
| 30085 - Engineering Technician V                                     | 29.65 |
| 30086 - Engineering Technician VI                                    | 34.61 |
| 30090 - Environmental Technician                                     | 22.90 |
| 30210 - Laboratory Technician  | 21.67 |
| 30240 - Mathematical Technician                                      | 25.11 |
| 30361 - Paralegal/Legal Assistant I                                  | 19.22 |
| 30362 - Paralegal/Legal Assistant II                                 | 24.95 |
| 30363 - Paralegal/Legal Assistant III                                | 30.55 |
| 30364 - Paralegal/Legal Assistant IV                                 | 36.93 |
| 30390 - Photo-Optics Technician                                      | 25.91 |
| 30461 - Technical Writer I   | 23.52 |
| 30462 - Technical Writer II  | 28.77 |
| 30463 - Technical Writer III   | 34.82 |
| 30491 - Unexploded Ordnance (UXO) Technician I                       | 22.49 |
| 30492 - Unexploded Ordnance (UXO) Technician II                      | 27.22 |
| 30493 - Unexploded Ordnance (UXO) Technician III                     | 32.62 |
| 30494 - Unexploded (UXO) Safety Escort                               | 22.49 |
| 30495 - Unexploded (UXO) Sweep Personnel                             | 22.49 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (3) | 23.77 |

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| 30621 - Weather Observer, Senior (3)                          | 26.95 |
| 31000 - Transportation/Mobile Equipment Operation Occupations |       |
| 31020 - Bus Aide  | 15.62 |
| 31030 - Bus Driver  | 19.89 |
| 31043 - Driver Courier  | 16.72 |
| 31260 - Parking and Lot Attendant                             | 10.97 |
| 31290 - Shuttle Bus Driver                                    | 17.45 |
| 31310 - Taxi Driver   | 15.21 |
| 31361 - Truckdriver, Light                                    | 17.75 |
| 31362 - Truckdriver, Medium                                   | 18.76 |
| 31363 - Truckdriver, Heavy                                    | 22.18 |
| 31364 - Truckdriver, Tractor-Trailer                          | 22.18 |
| 99000 - Miscellaneous Occupations                             |       |
| 99030 - Cashier   | 10.95 |
| 99050 - Desk Clerk  | 16.69 |
| 99095 - Embalmer  | 27.84 |
| 99251 - Laboratory Animal Caretaker I                         | 16.32 |
| 99252 - Laboratory Animal Caretaker II                        | 17.14 |
| 99310 - Mortician   | 27.84 |
| 99410 - Pest Controller                                       | 18.75 |
| 99510 - Photofinishing Worker                                 | 14.14 |
| 99710 - Recycling Laborer                                     | 15.17 |
| 99711 - Recycling Specialist                                  | 17.37 |
| 99730 - Refuse Collector                                      | 14.67 |
| 99810 - Sales Clerk   | 11.96 |
| 99820 - School Crossing Guard                                 | 14.67 |
| 99830 - Survey Party Chief                                    | 19.38 |
| 99831 - Surveying Aide  | 12.68 |
| 99832 - Surveying Technician                                  | 17.38 |
| 99840 - Vending Machine Attendant                             | 14.42 |
| 99841 - Vending Machine Repairer                              | 17.64 |
| 99842 - Vending Machine Repairer Helper                       | 14.25 |

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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 5 years, 4 weeks after 10 years, and 5 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: 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.