



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number 071B2200064

CONTRACTOR	COUNTY OF ALPENA
	320 Johnson Street
	Alpena, MI 49707
	Terry King
	989-354-9837
	kingt@alpenacounty.org
	*****4834

STATE	Program Manager	Rob Mills	DMVA
		989.354.6268	
		Robert.o.mills4.mil@mail.mil	
	Contract Administrator	Lymon C. Hunter, CPPB	DTMB
		(517) 284-7015	
		HunterL@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: ARMED SECURITY GUARDS – DMVA – Alpena CRTC				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 1, 2011	November 30, 2016	2 - 1 Year	November 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 days		Per the attached specifications		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	12 Months	<input type="checkbox"/>		November 30, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$6,547,360.00		\$885,000.00	\$7,432,360.00	

DESCRIPTION: Effective October 11, 2016, the 1st option year on this contract is hereby exercised. The new contract end date is November 30, 2017. Also, the hourly rates have been increased per the attached revised pricing page. Additionally, the Scope of Work has been revised per the attached. Contract is also increased by \$885,000.00. All other terms, conditions, and specifications remain the same. Per vendor request and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on October 11, 2016.

SECTION 1.31 IS HEREBY REPLACED WITH THE FOLLOWING:

1.31 Contractor Staff, Roles, and Responsibilities

The DMVA reserves the right to refuse admission to any of its facilities or programs to any member of contractor's staff who fails to maintain proper credentialing, fails to meet applicable state, federal or industry standards of practice or who may compromise the security of the facility, its members and staff.

The Contractor shall acknowledge in writing that neither this contract nor any subsequent contract creates a co-employer-employee relationship between the Contractor and the DMVA or between the Contractor's employees and the DMVA. The Contractor shall inform each of its employees in writing that the DMVA is not the employer of the Contractor or the Contractor's employees and that the DMVA is not a co-employer of the Contractor's employees. The Contractor agrees to have each of its employees assigned to the DMVA acknowledge the same in writing and agrees to maintain current documentation concerning the employment relationship referenced in this paragraph in each of the contractor's employee files.

Duties specific to the DMVA Alpena Combat Readiness Training Center (CRTC)

The Contractor must be able to provide appropriate staff to properly service the requirements of this Contract.

Site Manager

The contractor shall provide one site manager to work as a liaison between the Director of Security Forces or designee, project manager and the Contractor by:

1. Supervise all members employed under the contract on site and ensure compliance with contract requirements.
2. Oversee hiring of personnel to ensure the minimum number of personnel are qualified, trained, and outfitted for duty and able to meet posting requirements as outlined in this contract.
3. Complete duty schedules to compliment on going security forces security operations to meet mission requirements.
4. Address employee deficiencies and discipline when identified.
5. Remove contract personnel immediately from the site at the written request of the Director of Security Forces, Designee, or Program Manager upon notification of substandard work performance or who are deemed a hazard or danger to AF personnel and or resources.
6. May perform security duties in the event of employee shortages caused by emergencies, contingencies, and higher force protection conditions.

Installation Entry Control

The Contractor shall provide courteous, timely service, continuously, while maintaining control of all personnel and vehicles entering the installation in accordance with the local installation plans and policies. When required, the Contractor will also control all personnel and vehicles departing the installation in accordance with local installation plans and policies. Entry control requirements will vary according to Force Protection Conditions (FPCON). At a minimum, the Contractor will be required to provide the following services:

1. Ensure vehicles display valid installation vehicle registration decals (DD Form 2220) and or Visitor Pass (AF Form 75).
2. Perform checks of individual identification. Guards will physically touch all identification cards while checking both the front and back of the card, and scan

credentials using the digital hand scanners. Any expired card will be confiscated and actions taken in accordance with (IAW) local procedures.

3. Perform systematic inspections of vehicles IAW local procedures.
4. Issue Visitor Passes at gates.
5. Direct and Control traffic at gate.
6. Perform emergency procedures for gate closure IAW local procedures.
7. Perform emergency response actions as required.
8. Effectively operate the vehicle barrier system(s).
9. Perform required paperwork and notification procedures as required.

Vehicle Inspections

Prior to base entry, all commercial and visitor vehicles shall be inspected to ensure no unauthorized vehicles, personnel, or materials enter the installation. Base Entry/Exit Point Checks will be conducted in accordance with local directives. Inspections will be conducted in a professional, safe, and courteous manner while maintaining control of all personnel and guidelines outlined in vehicle inspection guide provided by SF. During higher FPCON's additional vehicle inspections will be required and directed by SF CC. Contractor shall supply to their employees, at no cost to the employee, any necessary safety equipment/material (i.e., flashlights, gloves, goggles, appropriate clothing/shoes, traffic vests, etc.) to conduct vehicle inspection.

1. Conducts inspection of vehicles at the designated vehicle inspection point in accordance with the provided DOD guidelines and local procedures. Inspections include, but are not limited to, the interior of the vehicle, bed/box, trunk, trailer, under the hood, and underside of the vehicle. The guard will instruct all vehicle operators to open all doors, compartments, hood, trunk, gas tank door, etc. The guard at no time will open/close these items.
2. Inspections include the use of various State furnished equipment such as mirrors, hand-held/desk top explosive detectors, X-Ray units, under vehicle surveillance systems, and support to the handler of any employed Military/Civilian Working Dog Team, if available.
3. Verify arrival of explosive laden vehicles with local Transportation Management Office (TMO). Direct explosive laden vehicles to local designated holding areas and receiving points.
4. Be able to distinguish the difference between a commercial vehicle inspection required on all vehicles and base entry/exit point checks. Required paperwork will be completed in a timely manner as required.

The Contractor shall provide courteous, timely service, continuously, while maintaining control of all personnel during required document verification and vehicle pass processing prior to proceeding onto the installation in accordance with the local installation plans and policies. Contractor shall issue visitor passes (AF Form 75) and civilian identification badges according to AF and local procedures once it is determined there is a valid need. The Contractor shall perform all required background checks for the issuing of civilian identifications. **Contractor will utilize government approved systems for background checks** If the member is authorized a DD 2220, Vehicle Registration Decal, the guard will issue same to the registered vehicle driver. The vehicle registration must match the military member or military dependent. Personnel will accomplish any other additional duties as required to accomplish the administrative support mission required by the security forces section. NOTE: Due to the nature of the administrative duties and

responsibilities, this position is exempted from the physical agility training requirements as stated in AFI 31-283 and will perform any patrol or guard duties.

Pass and Identification

The Contractor shall provide courteous, timely service, continuously, while maintaining control of all personnel during required document verification and vehicle pass processing prior to proceeding onto the installation in accordance with the local installation plans and policies. Contractor shall issue visitor passes (AF Form 75) and civilian identification badges according to AF and local procedures once it is determined there is a valid need. The Contractor shall perform all required background checks for the issuing of civilian identifications and use DBIDS. Guards assigned to this responsibility will utilize government systems to issue CAC cards to authorized DOD personnel. This position may be closed and utilized for force protection duties as directed to meet mission requirements and higher force protection conditions.

Administrative Assistant / Reports and Analysis

The Contractor shall provide courteous, timely service, continuously, while working directly for the CRTC Security Forces Director / Superintendent. The guards assigned to this responsibility shall utilize government systems to perform all reporting and analysis responsibilities as it relates to this requirement. The guard will input data in SFMIS, NIBRS, DIBRS and other government software/database programs to assure accurate and proper reporting to the Alpena CRTC Security Forces Director. Additional administrative duties may be assigned upon request of the Program Manager or designee. This position may be closed and utilized for force protection duties as directed to meet mission requirements and higher force protection conditions.

Security Response Teams

The Contractor shall provide courteous, timely service, continuously, while conducting patrols as an individual or member of a Security Response Team on the installation in accordance with local installation plans and policies.

1. Internal Security Response Teams (ISRT): Dedicated patrol inside a USAF restricted area for protection level resources providing immediate response to any situation affecting the protection level resource IAW AFI 31-101, *USAF Physical Security*. The Contractor will ensure Contract guards are familiar with all Federal Aviation Administration (FAA) restrictions and fines for airfield violations. Fines issued to Contractor personnel will be the responsibility of the Contractor.
 - a. ISRT members working inside an operational flight line must adhere to flight line driving requirements. ISRT members will also conduct Random Antiterrorism Measures (RAMs) as directed.
 - b. The Contractor will ensure members have appropriate security clearances as identified in paragraph 3 of the Security Clearance Requirements located under Administrative/Security Clearance. This NAC will allow the Contractor to be issued a Restricted Area Badge, Air Force Form 1199 series as outlined in Air Force Instruction (AFI) 31-501 and 31-101.
 - c. The Contractor will ensure members successfully pass a flight line driving training session to measure flight line competency.
 - d. The guard will perform ISRT duties as required to ensure only authorized personnel are granted access into the area. The restricted areas include the flight line, ramp area, run-up pad, associated hangers, and any area designated in writing by the Alpena CRTC Commander.

- e. The guard will remain within the post limits until properly relieved.
 - f. Enforce regulations designed to prevent breaches of security. Exercise judgment and discretion when intervening to all incidents while keeping the situation under surveillance and report (sound the alarm). Perform required vehicle inspections as required.
2. External Security Response Teams (ESRT)/Shift Supervisor: Assigned patrol inside the perimeter of the installation providing a minimum response time of five (5) minutes to all incidents. The ESRT may need to access the flight line area as required.
- a. ESRT duties, at a minimum, include: Alarm Response, Patrol Response to calls for service or incidents, Patrolman Investigations, Traffic Enforcement to include ticketing, Building Checks, Post Relief, and other associated patrol duties as directed.
 - b. The Contractor will ensure members have appropriate security clearances as identified in paragraph 3 of the Security Clearance Requirements located under Administrative/Security Clearance. This will allow the contractor to be issued a Restricted Area Badge, Air Force Form 1199 series as outlined in Air Force Instruction (AFI) 31-501 and 31-101.
 - c. The Contractor will ensure members successfully pass a flight line driving training session to measure flight line competency.
 - d. Enforce regulations designed to prevent breaches of security. Exercise judgment and discretion when intervening to all incidents while keeping the situation under surveillance and report (sound the alarm). Perform required vehicle inspections as required.
 - e. The Shift Supervisor will be responsible for all guards assigned to their shift ensuring compliance with all contract requirements at all times. To include filling immediate personnel shortages due to call ins.
 - f. The Shift Supervisor will complete all reporting requirements related to all AF and Local Installation Instructions and in accordance with the contract requirements.
 - g. The Shift Supervisor will be responsible to assure timely and accurate reporting of all incidents that occur on the installation for all shifts to the Alpena CRTC Security Forces Director or designee.
 - h. Additional training as required per local training plans.
3. Emergency Control Center (ECC): Assigned controller inside base control center. **ECC** duties, at a minimum, include: Operates communication equipment to receive incoming calls for assistance and dispatches personnel and equipment to scene of emergency. Operates telephone console to receive incoming calls for assistance. Questions caller to determine nature of problem and type and number of personnel and equipment needed, following established guidelines. Scans status charts and computer screen to determine units available. Monitors alarm system signals that indicate location of fire or other emergency. Operates two-way radio to dispatch police, fire, medical, and other personnel and equipment, and to relay instructions or information to remove units. Types commands on computer keyboard to update files and maintain logs. Tests communications, alarm equipment, and backup systems to ensure serviceability. May provide pre-arrival instructions to caller, utilizing knowledge of

emergency medical techniques. May activate alarm system to notify fire stations. The Contractor will ensure members have appropriate security clearances as identified in paragraph 3 of the Security Clearance Requirements located under Administrative/Security Clearance. Member is required to complete additional training to fulfill this position. .

Training Officer: Assigned training officer will assign, coordinate and maintain all associated training including initial and recurring and document training records. Training requirements will be documented and available for review by the director of security or superintendent. The use of the AF Form 55 is required.

AF Form 55, *Employee Safety and Health Record*, to document safety training.

Qualified Armed Guards

1. Training: Contractor shall meet all training, licensing, and certification requirements as identified in supporting subparagraphs and in accordance with Michigan laws. Contract security guards will perform duties as first responders and therefore will have current CPR, basic first aid, and HAZMAT Awareness certifications.
2. Pre-Performance Training and Job Knowledge: Contractor provides all pre-performance training and is responsible for all associated expenses to include, but not limited to, state fees, license fees, and certification fees, except for the 40-hour CRTC SFS initial training. These fees will be paid for by the Contractor and not be assessed back to the employee. A reasonable degree of proficiency and knowledge of the specific Security Forces tasks and associated security guard skills identified herein are required under this Contract. Contractor employees shall meet training requirements for state-level armed security guards in the state where they are working. State required training must be performed by a state certified trainer. Certification documents for all state certified trainers will be provided to the military client. **Application of Federal immunity from State regulation does not apply.**
 - a. For installations in a state with no state certification requirements, the Contractor shall provide a minimum 40-hour training plan for Contract guards. This training plan must be reviewed in advance by the CRTC Director of Security Forces or designee, with Contracting Officer approval and shall include, at a minimum, the following topics: Use of deadly force, secondary use of force, entry control procedure, apprehension techniques, vehicle search techniques, local and state applicable legal statutes, verbal judo, defensive tactics/self-defense techniques, use and care of facilities, driver training, operational risk management techniques, emergency action procedures, and additional weapons familiarization (if required). General training requirements shall also include basic First Aid and CPR (certified current), HAZMAT Awareness, crowd control, exposure to bodily fluids, fire prevention, and safety to include the use of fire extinguishers, response to bomb threats, weather emergencies, and evacuation procedures. The security guard will complete the 40-hour training requirement prior to furnished initial training.
 - b. The Contractor shall provide a third (3rd) party instructor to conduct the 40-hour training for all Contract guards. The third (3rd) party instructor shall be certified to conduct security guard training. Contractor shall submit documentation of successful completion of this training by each Contract guard to the CRTC Director of Security Forces or designee.

- c. Contractor shall provide the State (CRTC SFS) a copy of all initial and refresher Contract guard training records/certifications. Refresher training is required within one (1) year from date of hire and every year thereafter.
3. State Licensing. Contractor will adhere to Michigan licensing requirements.
 - a. Licensing of Security Guards. Contractor shall ensure all security guards possess state weapons permits and state armed guard certification required for state armed guards to perform security guard services in the respective state of employment. **Federal immunity from state regulation is not applicable to this task order.** If license is not obtained prior to performance start date, Contractor shall show proof of license application submission with all fee payments and successful completion of all prerequisites for licensing. All guards, whether or not they have received licenses, **must be fully trained and qualified before posting.** The Contractor will pay for all licensing fees. Licensing fees will not be assessed back to the employee.
 - b. Licensing of Contractor. Contractor must possess State certificates or licenses to the extent such certificates or licenses are required to obtain security guard licenses or weapons permits for their employees before start of performance. **Federal immunity from state regulation is not applicable to this task order.** If the necessary certificate or license is not obtained prior to performance start date, Contractor shall show proof of application submission with all fee payments and successful completion of all prerequisites for licensing. However, the Contractor is not relieved from providing fully trained and qualified guards by Contract start date.
4. Arming Requirements for Contract Personnel. Contractor shall provide to the Chief, Security Forces, or their designated representative, written proof that Contract Employees have accomplished successful completion of weapons training and qualification as described in AFI 31-117. This requirement must be met prior to posting that employee. The Contractor may be required to remove from duty any individual for unsafe weapons handling, loss of ammunition, or range safety violations. Copies of individual state weapons certification authorization must be on file with the CRTC SFS. Until license certification is received, Contractor shall provide proof of license application submission with all fee payments and successful completion of all prerequisites for licensing. Employees will be fit for duty prior to arming. The Contract shift supervisor will ensure all personnel are fit for duty prior to arming.
5. Secondary Use of Force (Expandable Baton, Oleoresin Capsicum (OC) Spray and TASER). Each Contract guard must carry the equivalent secondary use of force, as is carried/used by the State. No guard is authorized to carry any secondary use of force without first meeting required State standards/training/certification. Secondary use items will be provided to all Contract guards and at no cost to the employee, by the State or Contractor.

Contractor Furnished Items

Contractor shall ensure all Contract guards are properly equipped in accordance with the requirements of this Contract. Equipment shall meet or exceed all minimum standards set by National Institute of Justice (NIJ). Contractor shall ensure the Contract guards are trained and certified in the proper use of any equipment and material item necessary in the performance of duties under this Contract. **All guards must be fully equipped before posting.**

1. Uniforms: The Contractor shall provide standard security guard uniforms in accordance with commercial standards and Appendix B of this Contract. Uniforms will be BDU style and may be blue, black, brown, or khaki in color. Outer garments (i.e. jackets) will be of same color and match issued uniforms. Each full time employee will receive a minimum of four (4) complete uniforms and each part time employee shall receive two (2). Uniform and patch submission must be reviewed by CRTC SFS/SFM with Contracting Officer approval prior to purchase or approved by the State of Michigan. Provide sufficient uniform clothing and footwear for use during local installation inclement weather conditions/extremes. All seasonal uniforms will be identical, except for items that identify rank or position. All security guards on duty will wear uniform seasonal clothing, shoes, and equipment. Vehicle inspection posts require specialized uniforms (i.e. overalls). Contractor shall submit sample of uniforms to CRTC SFS/SFM for review and Contracting Officer approval prior to purchase.
2. Badges: The State will provide Contract personnel identification badges to wear while on duty. The badges must be able to withstand inclement weather. Badges shall contain a personal photograph, full name of employee and Contractor's company name. Badges shall be worn in a uniform manner on the outermost garment in full view above the waist. This is a separate requirement from the Common Access Card (CAC), discussed in this Contract.
3. Miscellaneous Equipment: Unless specifically stated otherwise, each item of guard equipment, secondary use of force equipment, and associated items are to be provided on a 1:1 basis (i.e., 22 guards at the Alpena CRTC, then Contractor will provide 22 duty belts, vests, etc.). Equipment will be uniform across the board and the cost will not be assessed back to the employee.
 - a. Duty Belt - Appropriate holster, flashlight holder, uniform belt keepers (4), single magazine case, and secondary use of force holder(s) handcuff case, radio pouch, and latex glove case. All duty belt equipment must be constructed of the same black nylon base material (i.e. web belt with web gear) and approved by CRTC SFS.
 - b. Handcuffs shall be Smith & Wesson, Peerless, or equal-. Handcuffs are considered to be equal if they are constructed of a gauge of metal that is at least as thick/dense as used by Smith & Wesson or Peerless, have double locks, and open with a standard handcuff key.
 - c. Land Mobile Radios (LMR) - LMRs and frequencies provided by the State. Ample LMRs shall be on site prior to the start of the Contract and can be shared by shift personnel. One (1) LMR will be provided to each security guard and shall be carried on their duty belt. The radio will be provided by the military. Contractor purchased radios must be capable of programming PL (private line) codes to talk to installation radios, and meet Air Force Standards for narrow band-width requirements
 - d. Flashlight – One (1) flashlight will be provided to each security guard and shall be carried on their person at all times. Replacement batteries and bulbs will be provided by the Contractor as required.
 - e. Night Vision Goggles (NVGs) – One (1) pair will be provided to the site and assigned to the SRT.
 - f. Binoculars – Two (2) Pair will be provided to the site and assigned to the SRT.
 - g. Reflective Vest – One (1) reflective vest will be issued to each security guard, to be readily available for periods of reduced visibility/inclement weather, as directed by local base policy.
 - h. Expandable Baton/OC Spray- (at level of strength used by the Air Force) or other secondary use of force equipment, as used and mandated by local base policy.

- i. Body Armor - Contractor will provide, at a minimum, Level IIIA (as outlined by the National Institute of Justice) body armor. One (1) set of body armor will be provided for each guard (i.e. 22 guards at the Alpena Combat Readiness Training Center equals 22 sets of body armor). Body armor will be readily available when guards are posted and worn in accordance with local policy. Contractor purchase/Government owned (CP-GO) is applicable.
- j. Kit Bag - to house body armor. One (1) bag will be provided for each guard (i.e. 22 guards at Alpena CRTC equals 22 bags). Bag with items will be readily available when guards are posted in accordance with local policy. Contractor purchase/Government owned (CP-GO) is applicable.

Note: Contractor Purchase – Government Owned (CP-GO) is the premise that the Contractor purchases, uses, and cares for the item and, at the end of the Contract, turns over the item to the Government. The concept is the cost of equipment is factored into the initial bid package and allows for the Government to reutilize the item for future use while remaining fiscally responsible. For any items that fall under this, the Contractor will provide a copy of the sales receipt and warranty on or before the first day of the Contract to the Chief, Security Forces.

4. Contractor Vehicle: Contractor shall provide one (1) primary patrol vehicle and one (1) alternate vehicle for full Contract performance to include shift relief/breaks, Post Associated Time (PAT), timely transport of guards to and from any location in the performance of duty, and accomplishment of assigned additional duties as well as patrolling.

The primary vehicle for the Alpena CRTC is a 4x4 SUV (4 door) or Quad Cab Pick-up, capable of carrying a minimum of four (4) people with associated gear during times of inclement weather. During normal weather the vehicle will be able to carry four (4) people with associated gear and must be sufficient to meet all safety requirements and passenger limitations. All vehicles must meet State approval prior to use. Contractor provided vehicles must be clearly marked as such, meeting State approval prior to use. Only clearly marked Contractor owned or leased vehicles, no “privately owned vehicles” (POVs) owned by individual employees, will be used to perform any services required by this task order. In addition, the Contractor shall have available a back up vehicle meeting the same requirement as the primary when the primary vehicle is out of service.

The vehicle shall be equipped with one (1) emergency light, siren, vehicle weapons mount capable of locking M-4, and a Public Address (PA) system. The vehicle shall also be equipped with a two (2)-way vehicle mounted radio which is capable of communicating with the site radios. The radio will need to be programmed to frequencies provided by the military. Radios must be capable of programming PL (private line) codes. In addition, the vehicle will be equipped with a shotgun/rifle rack to secure the weapon.

The Contractor shall be responsible for licenses, insurances, maintenance, repair, and fuel for the vehicle. In addition, the Contractor shall provide a comparable replacement vehicle in the event the primary vehicle is not operational (i.e. repair, maintenance, etc.). If the vehicle becomes damaged or disabled the Contractor will remove the vehicle from the installation within 72 hours, until it can be returned to service in good repair.

- a. Vehicle markings will adhere to Air Force specifications. Deviations must be reviewed by CRTC Chief Security Force.
- b. Contract Security employees will at times use Government vehicles in the performance of their duties. **Damage to State vehicles by Contract**

employees will be the responsibility of the Contractor to make whole. The installation vehicle maintenance will obtain three (3) estimates for all vehicle damage. The total cost of repair shall be reimbursed to the Government as a Claim against the Contractor and the Contractor will contact the vender directly to settle any repair costs to the satisfaction of the Government. Vehicles shall be inspected for damage at the beginning and end of each shift. Any noted damaged will be immediately reported to the contractor site manager for an investigation.

- c. Contract Security vehicle shall be used by Government personnel in the performance of their duties, when required.
 - d. Contractor vehicle will remain at the Alpena CRTC for applicable patrol use and posting to support mission requirements.
5. **Weapons.** Prior to completion of the AF Qualification Course of Fire, the Contractor shall provide each security guard with his/her personally assigned standard 9mm Beretta Model M9 semi-automatic handgun (commercial variant without attachments such as laser sights), or equal in performance of this Contract's tasking requirements. The Contractor will obtain Government approval for any equivalent before Contract start date. One (1) 9mm weapon, or authorized equivalent, will be provided for each guard (i.e. 29 guards at the Alpena CRTC equals 29 - 9mm weapons). The Contractor shall provide each Guard with a Colt M-16/M-4 or equal (commercial variant without attachments such as laser sights) for a total of twenty-nine (29) and associated equipment and ammunition. The Contractor will obtain Government approval for any equivalent before Contract start date.

The Contractor site manager will maintain inspection records on all weapons assigned to Contractor employees and ensure routine maintenance and cleaning is performed. All weapons will be issued from the CRTC SFS Arms Vault. Overall responsibility lies with the member as they receive the weapon from the issue window. Contract employees may report for duty in ample time to perform functions checks on their assigned weapon.

- a. Use of any privately owned personal weapon or ammunition is prohibited.
Contract security personnel shall not carry a concealed weapon on an Air Force installation even if they are licensed to do so off the installation.
- b. The Contractor shall ensure weapons familiarization in accordance with (IAW) AFMAN 31-229, AFI 36-2226 and AFMAN 36-2227, Volume 1. Pre-performance and recurring qualification training shall meet the Air Force Qualification Course (AFQC) standard stated in Chapter 2 of AFMAN 36-2227, Volume 1. For the purpose of applying the training and qualification requirements of AFI 36-2226 and AFMAN 36-2227, Contract Guards will be classified as the equivalent of Category A shooters and, after initial qualification, Contract employees must re-qualify on their assigned weapon every 12 months, at a minimum. The frequency for qualification training and certification will be IAW those stated in paragraph 2.72 of AFI 36-2226. The Contractor shall provide documentation of successful completion of all training to the Quality Assurance Evaluator (QAE).
- c. Weapons shall be loaded/unloaded in accordance with Air Force procedures outlined in AFI 31-229. ANG 7-level Security Forces Member or Shift Supervisors must ensure trained and certified clearing barrel agent is present during all clearing, loading, and unloading operations. Contract guard will perform duties as clearing barrel official. They will need additional training and must successfully complete a written and practical test.

- d. The CRTC SFS reserves the right to train, arm, and equip the Contract security personnel with government weapons, including M-16 rifles. Individuals will only be so armed upon specific authorization from the Installation Commander. Individuals must have the appropriate qualification/training. Weapons training on the M16 will be provided by a third (3rd) party instructor with a military member present when using military weapons.
6. Ammunition. Contractor must provide same the ammunition as used by the Government at time of service for each security guard (i.e., standard ball or hollow-point 9mm ammunition.) The Contractor must:
 - a. Provide ammunition that will include the 9mm, shotgun, and equivalent to the 5.56mm.
 - b. Provide, on-hand in armories prior to Contract start date, duty ammunition load to equip 100 percent of Contract guards at the same time.
 - c. Provide each Contract security employee with sufficient ammunition for a full magazine in the weapon and a second full magazine to be carried on his/her person while on duty. Arming requirements include a chambered round in weapon when on duty. When off-duty, ammunition will be turned in and accounted for by the Government armory custodial ammunitions account.
 - d. Provide frangible, non-lead ammunition for weapons training, if training is conducted on lead free Government ranges. **NOTE:** Range requirements may vary by location.
 - e. Provide appropriate ammunition for the completion of the weapons proficiency training using the Air Force Qualification Course of Fire as a guide.
 7. Weapons Maintenance. Contractor shall ensure weapons are serviceable and properly cleaned. Any problems or malfunction of weapons shall be immediately reported to on-duty armorer.

Administrative/Security Clearance

Contractor shall conduct, document, and coordinate on all security clearance matters as identified in supporting sub-paragraphs. Additionally, the contractor shall comply with all security processes and procedures as identified in supportive sub-paragraphs.

1. Security Agreement

Since performance is on Government installations, the Contractor shall enter into a long-term visitor group security agreement as required in applicable USAF regulations. This agreement shall outline how the Contractor integrates security requirements for Contract operations with the Air Force as outlined in this section to ensure effective and economical operation on the installation. On the installation, the long-term visitor group security agreement may take the place of a Standard Practice Procedure (SPP). The agreement shall include protection of classified information, security checks of designated work areas, and internal security controls for protection of high-value pilferable property. The CRTC SFS will manage and maintain the document IAW DoD 5220.22-R, AFD 31-6, AFI 31-601.

2. Security Clearance Requirements

A NAC adjudicated for Public Trust is required for **all Contract employees.** If clearance is validated in the Joint Personnel Adjudication System, an individual may perform duties pending administrative transfer of the clearance. For personnel that

do not possess a current Secret Clearance, the Contractor is responsible for submission and tracking the security clearance request. The Contractor is further responsible for requesting Interim Secret before completion of local training. All other Contract employees will be required to have a SF85P, Public Trust.

Pass and Identification Items

The Contractor shall ensure the following pass and identification items required for Contract performance are obtained for employees and non-Government owned vehicles as applicable:

1. Common Access Card (CAC), DD Form 1172. Application for Uniformed Services Identification Card. Contractor shall coordinate with CRTC SFS and comply with local installation requirements. The CAC may or may not be required. This a separate requirement from the Contractor personnel badges required in this Contract.
2. AF Form 2219 (series), Registered Vehicle Expiration Tab.
3. DD Form 2220, DOD Registered Vehicle and Installation Tab.
4. AF Form 75, Visitor/Vehicle Pass.
5. AF Form 1199 series, Restricted Area Badge (RAB).

Retrieving Identification Media

The Contractor shall retrieve and return to host unit, all identification media, including vehicle decals, badges, etc., from Contract employees that depart for any reason before the Contract expires and upon termination of the Contract.

Listing of Employees

The Contractor shall maintain a current listing of employees, which must include employees, full name, social security number, date of birth, and level of security clearance (if applicable). The list shall be validated and signed before providing to the Contract Administrator prior to the Contract start date. Update listings shall be provided when any employee's status or information changes by the site manager.

Reporting Requirements

The Contractor shall report to the Director of Security Forces, or designee any information or circumstances of which they are aware may pose a threat to the security and/or safety of DOD personnel, Contractor personnel, resources, and classified or unclassified defense information IAW AFI 71-101, Volume 1 & 2.

Incident Reporting

The Contractor shall immediately report all incidents to the Director of Security Forces, or designee. Incidents include, but not limited to, weapons discharge, breach of security, accidents, procedural violations, and injury to persons or property. The Contractor and all employees shall not discuss or provide any information concerning any incident with any other private, civil, or Government organizations without permission of the Chief, Security Forces, or designee, and the Contracting Officer.

Testifying Responsibility

Contractor is required to fully cooperate if called upon to testify or submit a statement in a court-martial or any related court or legal proceeding. Contractor employees called upon to testify will do so in duty status. Cost associated with this task shall be included as overhead to the Contractor. Replacements must be provided for guards who testify in duty status to ensure all posts are fully manned at all times.

Physical Security Work Areas

Contract employees shall comply with installation operations plans/instructions for Force Protection Condition procedures, Random Antiterrorism Measures (RAMS), and local search/identification requirements. The Contractor shall safeguard all Government property.

Duty/Work Areas

The Contractor shall adhere to local installation procedures for entry to areas where Contractor personnel will work.

Key Control

The Contractor shall establish and implement key control procedures to ensure keys issued to the Contractor by the Government are properly safeguarded and not used by unauthorized personnel. The Contractor shall not duplicate keys issued by the Government. Lost keys shall be reported immediately to the Site Manager. The total cost of lost keys, re-keying, or lock replacement shall be reimbursed to the Government as a Claim against the Contractor. Contractor employees shall not use keys to open work areas for personnel other than Contract employees engaged in performance of duties, unless authorized by the Chief, Security Forces, or designee.

Prior To Employment Security Screening

The following background checks will be conducted and completed for all Contractor personnel performing services under this Contract. Further, all Contractor personnel are subject to periodic background checks throughout the duration of this Contract, at the discretion of the Government.

1. Wants and Warrants Investigations. The Contractor shall perform and provide a pre-employment Wants and Warrants investigation on each individual to the extent required for State armed guards in the State of performance. Investigations shall include, at a minimum, employment history, verification checks of conviction records, ongoing criminal charges, credit check, driving record, and proof of possession of a valid driver's license. The Contractor is responsible for pre-employment background investigation costs. The Contractor will provide all investigation results to the Chief, Security Forces, or designee upon request.
2. NCIC and NAC Requirements. After a preliminary review/evaluation/candidate endorsement, the Contractor shall provide the Director of Security Forces, or designee the name (First, Middle, Last) and full social security number and date of birth of each recommended prospective guard candidate. The Government will perform a National Crime Information Center (NCIC) check on all prospective Contractor on-site employees. If NCIC results indicate an individual does not meet National Agency Check (NAC) requirements, the Government reserves the right to require removal under this Contract. The Contractor may temporarily assign a potential employee pending a favorable NAC report if the Contractor has submitted all required information to the Government and there is no known disqualifying information.

Inquiries: OPM-CFIS, Customer Services Group, (202) 606-1042

OPM-FIPC, Customer Services Group, (724) 794-5612

3. Lautenberg Amendment. Persons who are prohibited by 18 U.S.C. 922(d) (9) and (g)(9), Lautenberg Amendment, from possessing firearms cannot be employed under this Contract. This includes persons who have been convicted of, or charged with, any felony, or have been convicted of a misdemeanor crime of domestic violence, or who are subject to a court order that restrains the person from harassing, stalking, or threatening. Further, the Contractor must present to the Contracting Officer any

known evidence of criminal misconduct by a prospective or current employee. The Contracting Officer, in their sole discretion, will determine whether such misconduct is a disqualification from employment. Personnel currently employed who are formally charged with a criminal act (to include domestic abuse shall be suspended from work pending the outcome of such charges).

NOTE: Contractor will brief each employee on the Lautenberg Amendment and complete a DD Form 2760 on each employee. The briefing and Form must be completed before that employee receives Government provided training and annually thereafter. Contractor will provide the Chief, Security Forces or designee documentation of all initial and annual briefings.

General Information

- a. Place of Performance/Hours of Operation. The Contractor shall support the CRTC Security Forces at the Alpena Combat Readiness Training Center addressed in this Contract. The shift start/stop times will be determined by the Director of Security Forces, or designee. Recommend Contract security personnel not exceed 40 hours per week excluding related Post-Associated Time (PAT). PAT is defined as time required for weapons/equipment issue and turn-in, pre- and post-shift briefings (Guard mount) and transit time to and from post. PAT for the Alpena CRTC is **estimated** to be 20 minutes prior to and 10 minutes after each shift. PAT does not include 30 minutes for lunch. All Contract employees will be required to respond as directed when taking lunch. This time will be considered returned to the employee during down time throughout each tour of duty. Contractors will not disarm or leave base as this will affect manning and response capability. Lunches will be consumed on base. All Contractor employees will receive all Guard mount information pre- and post-shift from Security Forces shift supervisor prior to posting. The Contractor's Guard shifts will coincide with the installation's SF unit shift start and stop times. The Contractor will stand Guard mount pre- and post-shift briefings along with the local SF personnel. . All PAT costs will be absorbed by the contractor and not by the government.
 1. Assigned duty schedules will be posted in ECC at least three (3) calendar days before the beginning of each workweek.
 2. All ANG Security shift personnel at the Alpena CRTC generally perform on three (3) shifts. Days off are scheduled by the assigned ANG Security Forces supervisor. Schedules are assigned based on mission requirements.
 3. Intelligence, FPCON and available manning ultimately dictate the type of schedule required. CRTC SFS will notify Contract Security Employees and Contractor at their earliest convenience when a change is required. It's important to note that this scenario usually happens during contingency operations with short notice.
 4. Contract Security personnel shall not perform any duty in excess of 12 hours and must have at least eight (8) hours rest between shifts. **The consumption/intake of alcoholic beverages or other substances that would impair/alter judgment or performance during the eight (8)-hour period prior to a scheduled shift is prohibited.** Employees must be fit for duty.
 5. The shift supervisor will provide shift relief for employees during meals (when possible) and OJT/standardization and evaluation training and testing.

Scheduling:

Shift hours are as follows:

* 0800-1600 (day shift)

* 1600-2400 (afternoon shift)

* 2400-0600 (midnight shift)

* Note: ***Shift hours may be required to be changed in order to meet mission requirements by the Program Manager or designee with advanced notice to the contractor.** Shift times do not include Post Associated Times and may be changed to meet mission requirements. 12 hour shifts may be implemented during times of contingencies, in which case the shifts of 0700 – 1900 hours and 1900 – 0700 hours would be implemented.

Contract personnel shall receive all Federal Holidays. If the person is scheduled to work on a federal holiday said person will be paid time and a half (based on basic pay). If a person is called in on a holiday to cover a shift, the employee will be paid double time (based on basic pay). The Federal holidays are as follows: New Year's Day MLK, Jr. Day, President's Day, Labor Day, Columbus Day, Independence Day, Memorial Day, Veterans Day, Thanksgiving Day and Christmas Day.

1. Overtime Requirement: Providing 24-hour SF operations mission coverage will be expected of contract security personnel. As they prepare for normal shift operations, police and security guards will require overtime to accomplish their mission.

There are numerous duties, activities and situations that will require the need for overtime. Although not all inclusive, some of this time involves the pre-shift and post-shift activities. Pre-shift activities will normally consist of the issue, receipt, inspection and function check of the security equipment. Other activities are briefings on vehicle and weapons safety, current threat, various procedures and changes, and security deficiencies/items of interest. These activities may be part of the unit's guard mount. Post-shift activities include the turning in of all equipment issued for the shift. It may consist of completing and filing/entering reports and paperwork. Routine pre and post-shift activities are prescribed in governing documents to include law enforcement/security directives and technical orders.

Overtime is also required when transporting the contract security personnel to and from the security forces facility (where the pre and post-shift activities occur, e.g. armory). A determination of the appropriate amount of overtime will be based on the distances to and from the fixed posts, amount and type of equipment being used, number and complexity of checks required, frequency and depth of briefings. Additionally, there may be occasions when an oncoming shift does not have sufficient personnel to meet all mandatory posting requirements. Normally the requisite number of personnel from the off-going shift would be held over for the minimum time necessary until additional personnel can be obtained. The appropriate amount of overtime would be provided in such cases.

Overtime can easily become an excessive expense. Contract security managers and supervisors will strictly monitor overtime to ensure that the appropriate amount is authorized given the factors associated with each post. Generally, the most common time for a post requiring in-place change over is .5 hrs per shift.

2. Privacy Act_ Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable rules and regulations. Violations of the privacy act will be immediately reported to the Chief, Security Forces, or designee.
3. Minimum Guard Requirements_ Contractor guards shall meet all pre-employment requirements prior to assuming Government posting duties. Contractor will ensure that all guards meet the following qualifications prior to posting

Must pass an initial pre-employment medical examination and periodic medical examinations

Must meet established hearing standards and discern colors, contrast, and depth

Must undergo initial and periodic job compatibility assessments

Applicant must be qualified in the use of required weapon(s). To mitigate AF liability for injuries to potential DAF CP/SGs that could occur during the conditional employment phase of the hiring process, applicants will conduct weapons qualification after such a person is accepted as an AF employee, rather than during the conditional employment phase. This policy measure is recommended in the legal review by the Labor Law Field Support Center/Labor Relations Law Branch. If an employee (applicant/incumbent) is unable to qualify on the required weapon(s), the employee can be removed as Contract Security Personnel as weapons qualification is a requirement to perform the employee's assigned duties.

Must wear a uniform and meet applicable Contract Security Personnel dress and appearance standards contained within. Subject to annual duty position evaluation (DPE) on a pass/fail standard. See paragraph 5.2 for course of action upon failed DPE. (AFI 31-283)

Must possess an automobile drivers' license currently valid in the State in which they are domiciled or principally employed and must complete OF Form 345, as per AFI 24-301, *Vehicle Operation*.

Training standards to include flight line-oriented tasking SRT member duties, establish a temporary restricted area, tactics) are reflected in Contract Security Personnel CFETP.

Standards of Appearance - Contract employees' appearance will be neat, fit, well groomed, and present a professional image. Police and Security Guard employees will maintain a high standard of dress and appearance at all times. Public views of police and guards are shaped by their appearance. Personnel will project a professional image at all times while on duty and in uniform dress.

General Wear of Uniform - Uniform items not specifically authorized by this chapter are not authorized for wear. However, unit commanders may authorize additional apparel required to ensure that employees can perform their full range of duties in harsh or unusual conditions or to improve safety (such as reflective vests). Uniform/uniform items will be free of all rips, tears, frays, chips, fading, holes, etc.

Uniforms will be maintained clean, serviceable, and wrinkle-free (purchase of permanent press garments is highly encouraged). Tailoring may be used to improve the fit of the uniform, but it may not alter the general overall appearance of the uniform.

Shoes and boots will be clean and polished (if applicable to the skin of the footwear).

Repairs to uniforms may not be obvious.

Articles carried in pockets (e.g. wallet, checkbook) will not protrude, be visible, or present a bulky appearance. Keys and key chains will not be visible or attached to belt loops or belts unless required for duty. A mobile phone may be attached to the belt.

All buttons on the uniform will be buttoned or zipped (shirt, cuffs, pockets), whenever possible, with the exception of the collar button.

Wrist watches, wrist identification bracelets, including a conservative style POW/MIA identification bracelet (only one item per wrist), and not more than two rings (wedding ring set is considered one ring) are authorized with uniforms unless prohibited for safety or determined by the unit commander to be a distraction or of questionable taste.

All duty belt accessories will be plain black leather or nylon.

Police and Guards will carry their government issued identification card at all times when on duty.

Female personnel may wear one set of post/stud style earrings attached to the ear lobe and will not rise above the ear canal opening. Dangling and hoop style earrings are not authorized. Male personnel are not authorized to wear any type of earring while in uniform.

No body piercing will be visible while on duty (e.g. tongue, eyebrow and nose).

A necklace may be worn when wearing the uniform; however, it will be concealed beneath the t-shirt and not visible to the public.

Hygiene and Body Grooming - All personnel will maintain good daily hygiene and wear their uniforms so as not to detract from an overall professional appearance. Offensive tattoos as defined by the unit commander (including profanity, gang affiliation, nudity, or sexually, religiously, or racially insensitive designs), which would bring discredit or embarrassment upon the Air Force, will not be visible while on duty. Tattoos on the neck, face, and hands are not permitted. Excessive tattoos/brands will not be exposed or visible (includes visible through the uniform) while in uniform. Excessive is defined as any tattoo/brands that exceed 1/4 of the exposed body part and those above the collarbone and readily visible when wearing an open collar uniform. Members should not be allowed to display excessive tattoos that would detract from an appropriate professional image while in uniform. Commanders should use these guidelines in determining appropriate image and acceptability of tattoos displayed by members in uniform. Contract Security Personnel members with tattoos not meeting an acceptable image should be required to (a) maintain complete coverage of the tattoos using current uniform items (e.g. long-sleeved shirt/blouse, pants/ slacks) or (b) remove tattoo(s). Members failing to remove, cover, or alter excessive tattoos or who choose not to comply with acceptable standards may be subject to involuntary separation.

Standards of Personal Appearance – Contract Security Personnel must maintain a neat, clean, and professional personal appearance while performing their duties in the presence of the general public.

Hair (General) - Extreme and fad style haircuts and hairstyles detract from professional appearance, as do lines or designs cut into the hair or scalp, and are prohibited. Dyes, tints, or bleaches must be colors that are natural to human hair and not present an extreme appearance. Personnel may wear a wig or hairpiece in uniform to cover natural baldness or physical disfiguration. These will conform in appearance to the standard hair criteria stated in (See Attachment 7). The Chief, Security Forces may ban wigs and hairpieces for employees on duty on the flight line, or when they are wearing protective gear which relies on secure contact/restraints (e.g. helmets, gas masks).

Standards for the Male Employee.

Hair - Hair will be groomed to present a neat appearance. Length and bulk of hair will not be excessive so as to detract from an otherwise neat appearance. Hair will present a tapered appearance and when combed will not fall over the ears or eyebrows or touch the collar except for the closely cut hair at the back of the neck. The bulk or length of hair will not interfere with the normal wear of required headgear. Braids, cornrows, micro-braids and dreadlocks are not authorized.

Sideburns - Sideburns will be trimmed and will not extend below the lowest part of the exterior ear opening. A flared appearance will be avoided.

Shaving - The face will be clean-shaven with mustaches permitted. When a mustache is worn, it will be neatly trimmed and not extend beyond the lip and the corner of the mouth. Handlebar mustaches, goatees, and beards may not be worn. When appropriate, medical authority may prescribe beard growth with the length required for medical treatment specified.

Fingernails - Fingernails will be clean and neatly trimmed so as not to interfere with performance of duty, detract from the professional image, or present a safety hazard.

Standards for the Female Employee.

Hair - Hair will be neatly groomed. The length and bulk of the hair will not be excessive or present a ragged, unkempt, or extreme appearance. Hair will not be worn in an extreme or fad style or violate safety requirements. It will not extend below any side of an invisible line drawn parallel to the ground at the bottom edge of the shirt collar regardless of length. The length of the hair will not be excessive. Hair will not include the wear of ornaments such as ribbons, beads, jeweled pins, or hair scrunchy. Hairstyles will not interfere with proper wearing of headgear.

Hair Ornaments - Hair holding ornaments (such as barrettes, pins, clips, and bands), when used, must be plain and similar in color to the hair, and will be inconspicuously placed.

Cosmetics - Cosmetics are authorized for wear when applied conservatively and in good taste. Exaggerated or faddish cosmetic styles are inappropriate with the uniform and will not be worn. Lipstick colors will not distinctly contrast with natural complexion and will not contrast with the uniform.

Fingernails - All personnel will keep fingernails clean and neatly trimmed not to exceed ¼ inch in length, so as not to interfere with performance of duty, detract from the professional image, or present a safety hazard. If used, nail polish must be a single color to compliment skin tone, or a natural dual-tone. French manicure, polished or natural nails will not include decorations.

Wearing of Eyeglasses, Sunglasses, and Contact Lenses

Wear of Eyeglasses and Sunglasses - Prescription eyeglasses are authorized for wear with all uniforms. Eyeglasses must be plain and non-descript so as to not interfere with performance or the professional appearance. Wear of glasses and sunglasses will be worn IAW current AF policy. Eyeglasses/sunglasses will be worn in the manner for which they were made. Retainers (cords) for eyeglasses or sunglasses may be worn at the commander's discretion, but must be of a conservative color and design that is compatible with the uniform. Retainer cord will be tightened snugly to give a professional appearance and so that it doesn't hang behind the neck. Police and guards should remove their sunglasses when conversing with the public whenever possible.

Wear of Contact Lenses - Only prescription contact lenses are authorized for wear in uniform. Trendy or extreme-colored lenses, or those that change the contour or appearance of the iris, are not authorized. Opaque lenses prescribed medically for eye injuries may be worn.

Exceptions - Address questions on items not discussed in this directive to the unit commander. Personnel may deviate from the uniform and personal appearance standards in unusual circumstances, and only after obtaining approval from Director of Security Forces or designee..

General Information – Contract Security Personnel wear a distinctive uniform for quick identification, and because they are constantly in the "public eye," they must set the highest standard of dress and appearance.

Mental demands. Contract security personnel must be mentally alert at all times and capable of taking prompt, efficient action to mitigate emergency situations such as fire, attempted theft, espionage, sabotage, and other acts detrimental to safeguarding Government personnel and property.

Physical Demands. Contract employees are expected to be physically able to perform the following functions in the performance of their assigned duties: frequent and prolonged walking, standing, sitting, stooping, climbing, crawling, jumping, occasional running or sprinting, and subduing and detaining violent, or potentially violent, individuals. They must be able to lift up to 70 pounds and administer self-aid and buddy care as defined by AFI 36-2238 and AFH 36-2218 Volumes 1 and 2. The Contractor employees shall be capable of performing all duties without regard to any physical limitations that would preclude full performance of duty. Physical stamina and strength in all of its forms (endurance, temperature/climate, stress, etc.) is a basic requirement of this position.

Temporary and/or Permanent Medical Restrictions - The Contract Security Personnel who are temporarily and/or permanently medically restricted from performing the functions of their job may be assigned to an alternate role during the restriction at the discretion of the Alpena CRTC Security Forces Director. The Contractor will be required to notify the Alpena CRTC Security Forces Director of the medical restrictions and provide supporting documentation of the time frame for said medical restrictions. The Contractor will be required to provide a return to work statement from the prescribing physician in order for any guard staff to be reassigned to the contract. Individuals not meeting the requirements of their assigned position will be removed from this Contract upon the Alpena CRTC Security Forces Director's request.

Medical Examinations.

1. Medical Standards.

To achieve its mission of delivering security services to protect Air Force and Department of Defense (DoD) personnel and resources worldwide, the Air Force requires a capable and physically fit Contract Security Personnel work force.

The Air Force medical examinations include:

Pre-employment exams.

Fitness for duty exams.

Periodic occupational health and injury compensation examinations.

Chemical, breath, blood, or urine tests prescribed by AFI 31-218 (I), *Motor Vehicle Traffic Supervision*, and existing laws.

Disclosure of these and similar medical examinations and the resulting medical records and information are prescribed by AFI 41-210, *Patient Administration Function*, and do not fall under confidentiality requirements.

Medical evaluation for Contract Security Personnel applicants and current employees will be conducted in accordance with prescribed OPM and DoD 6055.05M, *Occupational Medical Examinations and Surveillance Manual*. The following excerpts from applicable laws, regulations and policies are provided for informational purposes.

Law: *5 U.S.C. Section 3301, Civil Service*; generally the President may ascertain the fitness of employees as to age, health, character, knowledge, and ability for the employment sought.

Code of Federal Regulations: 5 CFR Part 339 – Medical Qualifications Determinations

Coverage. This part applies to all employees or all employees in competitive or excepted service positions.

Purpose and Effect, subparagraph (c). Failure to meet a properly established medical standard or physical requirement under this part means that the individual is not qualified for the position unless a waiver or reasonable accommodation is indicated, as described in subparts 339.103 and 339.204. An employee's refusal to be examined in accordance with a proper agency order authorized under this part is grounds for appropriate disciplinary or adverse action.

Medical Standards. The Office of Personnel Management (OPM) may establish or approve medical standards for a Government-wide occupation (i.e., an occupation common to more than one agency). An agency may establish medical standards for positions that predominate in that agency (i.e., where the agency has 50 percent or more of the positions in a particular occupation). Such standards must be justified on the basis that the duties of the position are arduous or hazardous, or require a certain level of health status or fitness because the nature of the positions involves a high degree of responsibility toward the public or national security concerns. The rationale for establishing the standard must be documented. Standards established by OPM or an agency must be established by written directive and uniformly applied; directly related to the actual requirements of the position; and, consistent with OPM instructions published in 5 CFR Part 339.

Physical Requirements. Agencies are authorized to establish physical requirements for individual positions without OPM approval when such requirements are considered essential for successful job performance. The requirements must be clearly supported by the actual duties of the position and documented in the position description.

Medical evaluation programs. Agencies may establish periodic examination or immunization programs by written policies or directives to safeguard the health of employees whose work may subject them or others to significant health or safety risks due to occupational or environmental exposure or demands. The need for a medical evaluation program must be clearly supported by the nature of the work. The specific positions covered must be identified and the employees or incumbents notified in writing of the reasons for including the positions in the program.

The Contract Security Personnel medical examination program includes a mandatory medical evaluation prior to performing the PAT, pre-placement medical examination, periodic medical examinations, and return to duty or fitness for duty examinations when the employee develops a medical condition that permanently impacts their ability to perform the essential functional and work condition elements of the position. Employees must report and provide complete and accurate medical information to the examining and reviewing physicians, and disclose any prior health issues or treatments -- including mental health issues or treatment. A civilian doctor can be used to perform the examination, but must be reviewed by a MRO with Federal Status.

The Medical Review Officer (MRO) shall be a currently licensed doctor of medicine (M.D.) or osteopathy (D.O.) assigned to the base Military Treatment Facility. The MRO shall be qualified to provide professional expertise in the areas of occupational safety and health as they relate to the program and policies established under this program.

Civilian employees at occupational risk for vaccine-preventable disease. In accordance with AFJI 48-110, *Immunizations and Chemoprophylaxis*, Federal civilian employees at risk of exposure to an infectious disease associated with their occupation will receive appropriate immunizations without charge at military activities. Immunizations will be administered upon recommendation of the responsible occupational medicine authority. For Federal employees in a bargaining unit, local management must meet applicable labor relations obligations before implementing any changes to the bargaining unit employees' conditions of employment. Civilian personnel offices provide guidance on these matters.

2. **Medical Evaluation Program**

The purpose of the Medical Evaluation Program is to ensure Contract Security Personnel are able to safely perform the physical fitness and work condition requirements for their position.

An initial medical evaluation will be completed on all Contract Security Personnel upon employment, periodically and on termination if there is a reasonable belief the employee was exposed to a job related hazardous material or condition that adversely could affect the employee's health. The offer of employment will be contingent on medical certification of the ability to perform the essential job functions. The initial medical evaluation will be accomplished during initial pre-placement evaluation of potential selectees.

Veterans must provide a (VA Certificate) as part of the application process if they claim veteran's preference as a disabled veteran. The VA Certificate provides eligibility for the preferential treatment by the personnel community.

The VA Rating Decision is a critical document that not only provides information regarding the percentage of disabilities(s) that have been determined to be service-connected but also provides an extensive analysis of the medical basis used to support the disability rating. Each veteran who has been awarded veterans preference based on a service-connected disability for hiring, will bring their VA Rating Decision to all physical examinations. This will allow the medical officer to fully understand the limitations which may be placed on the individual based on the documented rationale for the disability ratings. The VA Ratings Decision form does not challenge the right to preferential hiring but merely provides the AF Medical Officer with details of the disabilities.

The Contract Security Personnel, periodic medical evaluation must not exceed a three year period. The examining physician will tailor this periodic evaluation as clinically indicated, based upon risk factors, and in accordance with guidance from Air Force Surgeon General (HQ USAF/SG). Supervisors are responsible for coordinating the evaluation of their personnel. A medical evaluation may be accomplished more frequently if, in the interim, there are medical signs or symptoms suggestive of a medical condition that might interfere with the performance of essential job functions, or at the discretion of the examining physician. Continuing medical evaluations (including cardiovascular evaluation) of DAF CP/SG will be accomplished in accordance DoD Manual 6055.05M, *Occupational Medical Examinations and Surveillance Manual*, (See Attachment 5). These documents assist the examining physician in identifying conditions that ordinarily might be expected to interfere with the performance of one or more essential job functions as described in (Attachment 4).

Individual medical information, such as hospital records, specialized tests, or an examination by another medical specialist, may be required to determine if an individual can perform the essential functions of the job, with or without reasonable

accommodation. If a condition develops in a Contract Security Personnel employee that permanently restricts the individual from performing the essential functional or work conditions of the position, the MRO should place the individual on appropriate restrictions until a Fitness For Duty determination can be made per 5 CFR Part 339. The DFC will be advised promptly of any medical condition that may impact the employee's ability to perform the essential functions of the job. When the DFC's evaluation suggests the employee's ability to perform essential functions of the job is affected for a significant period longer than 3 months with no possible solution, the DFC/Supervisor shall notify the servicing CPO. The servicing CPO and the servicing legal advisor will assist the DFC with any appropriate personnel action. Termination exams include evaluations prompted by potential work exposures or as otherwise clinically indicated.

Specific knowledge of the tasks typically performed and the conditions under which the tasks are performed are a crucial component necessary to render an accurate occupational medical opinion. Resources that describe police officer/security guard qualifications, but not limited to, are: description of duties, training requirements, qualifications/classification standards, and essential job tasks (see Attachment 4). The OF 178, *Certificate of Medical Examination*, or equivalent, will be used to document the medical provider's evaluation and disposition.

A medical certificate signed by a military facility physician, to verify the individual is able to perform the PAT with minimal risk to safety and health will be completed initially and prior to each Diagnostic PAT (see Attachment 3). The examining physician will check all items of medical significance necessary to accurately report sufficient medical information to fully describe the individual's current medical condition, including reviewing the individual's medical history. The signed medical certificate will be submitted by the employee to the SF Unit prior to the individual performing the PAT. The Medical Review Officer (MRO) should be consulted as the final approving authority when there are questions.

During an incumbent's medical evaluation, when the examining physician identifies one or more medical conditions that will interfere with the DAF CP/SG's performance of the essential functional or work conditions of the position and a medical standard disqualification recommendation must be conducted, the AFSFC/CC appoints an MRO and creates an Air Force Security Forces Qualifications Review Board (SF-QRB) to make the necessary employment-related decisions (See Attachment 12).

All medical examinations required of applicants and incumbent DAF CP/SGs under this AFI will be conducted in government facilities when possible and will be done at government expense. The Contractor shall ensure that all personnel are free from any conditions that would interfere with the full performance of duties, as demonstrated by the results of a physical examination prior to their performance start date. Disqualifying conditions include presence of any blood borne pathogens, including hepatitis and HIV. The Contractor must ensure **current immunizations meet the local civilian law enforcement requirements prior to performance start date.**

3. Drug Screening.

All Contract Security Personnel will be subject to the AF random drug testing program as a condition of employment. Contract Security Personnel applicants will receive a drug test (Condition of Employment for Certain Civilian Positions Identified as Sensitive Positions Under the Department of the Air Force, Drug-Free Federal Workplace Program) and pass the drug test per DoDD 1010.9, *DoD Civilian Employees Drug Abuse Testing Program*, and AFI 36-810, *Substance Abuse Prevention Control*, before being hired. Additionally, drug testing may be required as

a result of an accident or an unsafe practice and for employees in sensitive positions. The extent to which such employees are tested and the criteria for such testing shall be determined by the Head of each DoD Component, based on the mission and its employees' duties, the efficient use of resources, the danger to public health and safety or to U.S. national security that might result from the failure of an employee to discharge his or her position adequately. The contractor is responsible for all associated costs of drug screening for Contract employees throughout the term of this Contract. Contractor is responsible to conduct initial drug tests for all employees prior to performance start date. Drug testing will meet or exceed all state and local requirements. A positive initial drug test disqualifies the individual from employment under this Contract. Employed Contract personnel are subject to random drug screening at all times. The Contractor shall conduct, at a minimum, random drug screening on their Contract workforce, resulting in 100% tested within a one (1) year period or within the term of this Contract, whichever is shorter. Contractor will submit timely drug test procedures and results to the Security Forces Manager. Contractor will notify the CRTC SFS/SFM of any positive drug test results within 72 hours of drug test result notification. A positive drug test disqualifies the individual from further employment under this Contract.

4. Qualification Evaluations/Assessments & Testing.

Within 90 calendar days of assuming post, and annually thereafter, Contract guards will be administered and must pass a qualification evaluation. The evaluation will consist of a written examination, performance evaluation, A weapons safety, arming, and use of force test, and weapons test will also be administered with results maintained in the guards training records. If a Contract guard fails the evaluation, the individual has 15 duty days for review training and must complete a re-evaluation within 15 duty days of review training completion. During the period of review training/awaiting re-evaluation, guards may continue to perform duties as long as they are on a post with other fully qualified guards who have passed their Evaluations. Should the guard fail the re-evaluation, they will be permanently excluded from performance under this Contract **pursuant to paragraph titled Permanent Removal of Guard Personnel of this Contract.** It is the Contractor's responsibility to ensure their personnel prepare for the Evaluation. . All results will be forwarded to the Director of Security Forces and/or designee for review.

5. Special Provisions

- a. Temporary Removal of Guard Personnel Posing an Imminent Threat. The Commanders of the Security Forces units or designated representative at locations where Contract guard personnel are performing may direct the Contractor to temporarily remove immediately any individual from duty who poses an imminent threat to safety of personnel or Government resources. The temporary removal will last until the incident prompting removal has been resolved to the satisfaction of the Government. Once the incident has been resolved, the individual will either be allowed to return to work on the Contract or permanently removed from performance on this Contract in accordance with sections below as the Government deems appropriate. Temporary removal of guard personnel does not relieve the Contractor of any performance requirements or create an entitlement to an equitable adjustment.
- b. Permanent Removal of Guard Personnel. The Government reserves the right to permanently exclude any individual from performance under this Contract whose performance does not meet standards or fails to pass a security check under this Contract for just cause. Such failure includes, but is not limited to, falsifying reports or statements; mishandling weapons; loss, destruction, or irresponsible

use of Government equipment; or other criteria identified in this Contract. When so instructed, the Contractor shall immediately remove such individual from the site. Permanent removal of guard personnel does not relieve the Contractor of any performance requirements or create an entitlement to an equitable adjustment. The Contractor shall not reinstate on this Contract any employee who has been permanently removed.

- c. Armed Security Guard. The Contractor shall provide a minimum of 29 state certified/trained and qualified on-duty armed security guards distributed among three (3) shifts from the first day of performance through completion of this Contract in support of Installation Entry Control (Main Gate- 24/7), Commercial Search (Overwatch Main Gate- 24/7), Emergency Control Center (24/7), Supervisor/External Security Response (24/7), Internal Security Response (24/7). The contractor shall also provide enough personnel to maintain the following administrative positions of; Site Manager, Administrative Assistant, Pass and Identification, Training Manger. These personnel will normally work up to 40 hours per week. May work additional hours as mission dictates. in accordance with this Contract and any other mandatory federal, state, local, Department of Defense (DOD), and Air Force regulations (<http://www.e-publishing.af.mil/>), as applicable and applicable Force Protection Conditions (FPCON) to include Random Antiterrorism Measures and additional duties as required to meet mission requirements. Due to employee vacations, normal days off, sick time, personnel emergencies, and additional security contingencies additional personnel may be required to meet all requirements. 29 Personnel is a base line established using a USAF manpower standard not the maximum the contractor may retain in performance of the contract. In support of their positions, Contractor guards must be able to deter, detect, and detain, by use of necessary force, trespassers or persons who illegally gain, or attempt to gain, access to military bases. Additionally, Contractor guards must be able to detect and detain persons suspected of committing other offenses such as operating a motor vehicle under the influence, improper transport of drugs/explosive materials/weapons and any other skills that are inherent to performance of the tasks of this Contract, in accordance with installation operating instructions provided by CRTC Security Forces (SFS). Such personnel will be detained until Contractor personnel are able to turn them over to law enforcement authorities. **NOTE:** Contractor shall provide all equipment not otherwise furnished by the Government (as stated in this Contract) necessary to safely perform all task requirements set forth in this Contract.
- d. Personnel Records. A copy of all records for each Contract guard, Shift Supervisor, and Site Manager working at the installation shall be maintained at the installation of their employment. These records shall be available for inspection by the Government to ensure compliance with this Contract.

The Contractor shall maintain a copy of each record auditable by the CRTC SFS at a moments notice. Records include, but are not limited to, State training completion, verification of license application, State weapons and state training licenses/certifications, proof of medical and drug clearance for each employee, documented proof of completed local background investigation, and other training documents.

State Furnished Items

The State will provide to the Contractor, for use in the performance of this Contract only, the following information, facilities, property, and equipment.

1. Initial Training: After each guard satisfactorily completes all personnel requirements in this Contract (including meeting all prerequisites to obtain a State guard license in jurisdictions where available), the Government will provide that guard approximately 40 hours of training. Government-furnished initial training includes, but is not limited to:
 - a. Unit mission as applicable to the Contractor duties.
 - b. How to use and care for Security Forces facilities and equipment.
 - c. How to perform Installation Entry Control duties, Vehicle Inspections duties, and Visitor Control Center duties.
 - d. Authority and areas of jurisdiction to include the Arming and Use of Force Training (including Deadly Force) IAW AFI 31-117 and AFMAN 31-222.
 - e. Familiarization with Memorandums of Understanding or assistance agreements with local supporting agencies.
 - f. Government Drivers Training and licensing, as required by the Government.
 - g. Safety.
 - h. Routine, Exercise and Emergency Actions to include: Safe Haven, bomb threat, HAZMAT, explosive shipments, etc.
 - i. Communication procedures (radio, telephone, etc.).
 - j. Expanded initial training requirements, as deemed necessary by the Government. Initial training includes, but not limited to: emergency procedures, standardization and evaluation training, training on other weapons, accountability, and procedures to draw, handle, and turn-in ammunition.
 - k. Ensuring Contractor guards are able to detect and detain persons suspected of committing other offenses such as drunk driving, improper transport of drugs, and transporting explosive materials/weapons, etc. in accordance with installation SOPs and/or special orders.
 - l. Secondary use of force training (tactical baton, nightstick and/or Oleoresin Capsicum (OC) spray, and/or TASER).
 - m. Tour of Duty exercises

2. Small Arms Firing Range Time:

Small arms firing ranges are available on this site. The Contractor will need to coordinate with CRTC SFS for range space availability. Contractor is responsible for making timely alternative range arrangements. .

- ~~3.~~ Weapons and Ammunition:

Government is responsible for storage and issue of Contractor owned weapons and ammunition. These weapons and ammunition may be stored immediately upon Contract award after completion of a joint inventory. Government is responsible for providing weapons storage racks/containers. The Government will issue weapons and ammunition from Contractor's supply to each Contract guard prior to posting and return all issued weapons and ammunition at the end of each shift to Contractor's supply.

4. Office Space:

Government will provide Guardmount area as required. Telephone access shall be made available for the local area only and will be made available only to the site manager. Contractor is responsible for providing a computer and printer along with all peripheral computer equipment and supplies for each Site Manager. If the installation provides LAN access, the Contractor shall be required to comply with installation computer security requirements when accessing the Government LAN.

5. Duty Equipment Storage:

Government will provide Contract employees with storage for duty equipment in CRTC SFS locker room. Contract personnel must provide their own lock for securing items.

State Responsibilities

1. The agency shall supply, if applicable:
 - a. All reporting forms as necessary, for the Contract locations. For example (additional reports may be requested):
 1. Major incident report.
 2. Register for authorized building entry/departure.
 3. Removal of physical property report.
 4. Lost and found envelope.
 5. Shift security summary.
 6. All contractor traffic accident reports and traffic tickets
 - b. All necessary keys, a receipt for same to be signed by the Contractor. Keys shall not be loaned or used for purposes other than official State business. Keys issued shall remain on the premises and not be taken home by an individual security guard.
 - c. Lighting, sanitary facilities and necessary telephone communications. **NOTE:** Contractor shall reimburse the State for all personal call expense incurred by their employees.
 - d. Names and telephone numbers of authorized personnel, including police, fire, etc., to be notified in the event of mechanical failure or emergencies.
 - e. Designation of an on-site DMVA POC/Contract Compliance Inspector or Designee(s) for the day to day administration of the services provided under the proposed Contract.
 - f. The DMVA on-site POC/Contract Compliance Inspector or Designee(s) will meet monthly with staff from the Contractor's administrative office to review reports, discuss the service level(s) provided, discuss the proficiency of security guards assigned, and discuss potential modification(s) to operating procedures.
 - g. In the event that the Contractor has issues that need to be discussed with DMVA, the designated DMVA POC/Contract Compliance Inspector or Designee will meet with the vendor within 3 days of request.
 - h. Training shall be provided by the designated DMVA POC/Contract Compliance Inspector or Designee, if applicable, in:
 1. The correct operation of any security alarm system used at site.
 2. Supervisors in the proper use of on-site procedure manuals. Training

updates shall be conducted as necessary, but not less than quarterly.

3. Administration of written test to all supervisors and guards assigned to location(s) covered under this Contract within two (2) weeks of guards assignment to facility. Random testing of procedures will be given at the Contractor Compliance Inspector's discretion. DMVA reserves the right to have guards and/ or supervisors who do not demonstrate an acceptable level of performance on the test to be removed from the site.
- i. All other equipment and supplies necessary to meet the specifications of this Contract shall be furnished by the Contractor.

Operating Provisions

1. General and specific orders detailing security guard duties at the DMVA Contract locations, shall be provided the Contractor prior to the term of the Contract. These orders shall be deemed a portion of this Contract and failure to carry out these orders shall be considered a violation of this Contract. In addition, orders may change accordingly depending on the level of security threat at each DMVA location. It will be the responsibility of the supervisor to assure guards are properly notified of specific orders and any changes accordingly.
2. Security guards shall:
 - a. Show respect and courtesy to all persons on all occasions.
 - b. Refer inquiries to appropriate location.
 - c. Be sufficiently knowledgeable regarding operations to perform their assigned duties.
 - d. Dispose of waste so as not to create custodial chores for others.
 - e. Each security officer shall provide a completed daily log and incident report.
 - f. Exclude non-employees from employees areas except on explicit instructions of the representative. Guards shall be properly trained to question and when necessary detain persons gaining unauthorized access to areas and the installation and to properly notify proper authorities
 - g. Report all incidents immediately to the designated DMVA representative and follow up with a written report by the end of the officer's shift.
 - h. **NOT** visit or fraternize with agency staff, clients, other tenants or visitors to the building.
 - i. **NOT** perform personal chores for anyone.
 - j. **NOT** assemble with other security guards on duty except as required or related to an emergency.
 - k. **NOT** smoke while on duty except in designated smoking locations
 - l. **NOT** depart from duty station until relieved.
 - m. **NOT** do any of the following while on duty:
 1. Read newspapers, magazines, books or other matter other than State or Contractor issued directives.
 2. Use any musical instrument.
 3. Have pets at work.

4. Consume alcoholic beverages or narcotics or be under their influence when reporting for or while on duty.
 5. Have relatives or personal visitors.
 6. Sleep or give the appearance thereof.
 7. Consume food or beverages in public view.
 8. Play radios or televisions.
 9. Use space heaters or other electrical appliances.
- n. **NOT** initiate or receive personal telephone calls on agency telephones. The Contractor shall be responsible for all unauthorized telephone calls placed on State telephones/lines.
 - o. **NOT** wear sunglasses except outdoors, as necessary. Sunglasses must be conservative and non-reflective while on post at the Main Gate and on patrols.
3. The designated DMVA representative, POC, or CCI may give additional written or oral instructions relating to specific installation/base. Contractor must be able to meet those requirements as specified and will be allowed a reasonable response time to meet those requirements.

REVISED PRICING FOR 2016 WITH ADDITIONAL ROLES AND RESPONSIBILITIES

Item	Unit	Description (2016 - 9 Mths)	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
1	HR	Central Security Control	\$32.60	6570	\$214,182.00
2	HR	Installation Entry Control	\$32.60	6570	\$214,182.00
3	HR	Deputy/Patrol	\$32.60	6570	\$214,182.00
4	HR	Pass and ID and Administrative Rorts and Analysis	\$32.60	3120	\$101,712.00
5	HR	Manager	\$32.60	1560	\$50,856.00
6	HR	Shift Supervisor(s) - (SRT)	\$32.60	6570	\$214,182.-00
7	HR	Training Officer	\$32.60	1560	\$50,856.00
8	HR	Commercial Vehicle Inspector	\$32.60	6570	\$214,182.00
2016 Total					\$1,274,334.00

REVISED PRICING FOR 2017 WITH ADDITIONAL ROLES AND RESPONSIBILITIES

Item	Unit	Description (2017 - 9 Mths)	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
1	HR	Central Security Control	\$33.60	6570	\$220,752.00
2	HR	Installation Entry Control	\$33.60	6570	\$220,752.00
3	HR	Deputy/Patrol	\$ 33.60	6570	\$220,752.00
4	HR	Pass and ID and Administrative Rorts and Analysis	\$33.60	3120	\$104,832.00
5	HR	Manager	\$33.60	1560	\$52,416.00
6	HR	Shift Supervisor(s) - (SRT)	\$33.60	6570	\$220,752.00
7	HR	Training Officer	\$33.60	1560	\$52,416.00
8	HR	Commercial Vehicle Inspector	\$33.60	6570	\$220,752.00
2017 Total					\$1,313,424.00

Add Additional Position as follows:

Change Visitor Control / Secondary Central Security & Installation Entry Controller to read as follows PASS AND IDENTIFICATION: 1 employee, 8 hour shift, 5 days a week (Monday – Friday), Saturday-Sunday as needed, 52 weeks a year. Off Holidays.

ADD the roles and responsibilities as follows:

Administrative Assistant /Reports and Analysis Support: 1 employee, 8 hour shift , 5 days a week (Monday – Friday), Saturday – Sunday as needed, 52 weeks a year. Off Holidays.

The contractor shall provide courteous, timely service for all administrative reporting and support. The contractor shall utilize government systems to perform all reporting and analysis responsibilities as it relates to this requirement. Additional administrative duties may be assigned upon request of the Program Manager or designee.

Change the following paragraph as follows:

A total of 29 contract security personnel will be provided by the contractor to include one (1) dedicated site manager who works the day shift, 1 training officer, three (3) shift supervisors who will work the day, afternoon, and midnight, one (1) Pass and Identification, one (1) administrative/reports and analysis support, one (1) installation entry controller, one (1) one commercial vehicle search entry controller, and twenty (20) armed security guards. At no time will a shift be staffed without an appointed contract security supervisor.

Delete following paragraph:

A total of 22 contract security personnel will be provided by the contractor to include one (1) dedicated site manager who works the day shift, 1 training officer, three (3) shift supervisors who will work the midnight, afternoon, and day shift, one (1) visitor control, one (1) installation entry controller, one (1) one commercial vehicle search entry controller, and eleven (14) armed security guards. At no time will a shift be staffed without an appointed contract security supervisor.

Shift hours are as follows:

- * 0800-1600 (day shift)
- * 1600-2400 (afternoon shift)
- * 2400-0600 (midnight shift)

***Shift hours may be required to be changed in order to meet mission requirements by the Program Manager or designee with advanced notice to the contractor.**

Wages

Starting wage shall be paid no less than \$10.25 per hour* for an armed guard.

Newly assigned personnel shall be paid no less than \$10.25 per hour for a probationary time of 3 months. After 3 months, he / she shall be paid at the starting wage for their position. This requirement may be waived if proof of required training and experience is provided.

The installation entry controller shall be paid no less than \$13.50 per hour for an armed guard.

The central security controller shall be paid no less than \$13.50 per hour for an armed guard.

The visitor control / Pass and ID center shall be paid no less than \$16.25 per hour for an armed guard.

The appointed shift supervisor shall be paid no less than \$17.50 per hour for an armed guard.

The site Training officer shall be paid no less than \$17.50 per hour for an armed guard.

The site Administrative Assistant shall be paid no less than \$17.50 per hour.

The appointed site manager shall be paid no less than \$18.25 per hour for an armed guard.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 19, 2013

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B2200064
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
County of Alpena Alpena County Sheriff's Department 320 Johnson Street Alpena, MI 49707	Undersheriff Terry King	kingt@alpenacounty.org
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(989) 354-9837	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DMVA	Rob Mills	989-354-6268	Robert.mills.8@us.af.mil
BUYER	DTMB	William C. Walsh	517-373-6535	walshw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Armed Security Guards – DMVA – Alpena Combat Readiness Training Center – Alpena, MI			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 1, 2011	November 30, 2016	2 – 1 year options	November 30, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		November 30, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$6,547,360.00		

Effective immediately, the attached CHANGES are made to the terms and conditions of this Contract.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor and agency agreement and the approval of DTMB Procurement.

SECTION 1.31 IS HEREBY REPLACED WITH THE FOLLOWING:

1.31 Contractor Staff, Roles, and Responsibilities

Visitor Control

The Contractor shall provide courteous, timely service, continuously, while maintaining control of all personnel during required document verification and vehicle pass processing prior to proceeding onto the installation in accordance with the local installation plans and policies.

Contractor shall issue visitor passes (AF Form 75) and civilian identification badges according to AF and local procedures once it is determined there is a valid need. The Contractor shall perform all required background checks for the issuing of civilian identifications. **Contractor will utilize government approved systems for background checks** If the member is authorized a DD 2220, Vehicle Registration Decal, the guard will issue same to the registered vehicle driver. The vehicle registration must match the military member or military dependent. Personnel will accomplish any other additional duties as required to accomplish the administrative support mission required by the security forces section. NOTE: Due to the nature of the administrative duties and responsibilities, this position is exempted from the physical agility training requirements as stated in AFI 31-283.

Training Officer: Assigned training officer will assign, coordinate and maintain all associated training including initial and recurring and document training records using the following methods and requirements. NOTE: Due to the nature of the administrative duties and responsibilities, this position is exempted from the physical agility training requirements as stated in AFI 31-283.

Training requirements will be documented using AFTRs first and when not possible will be through the use of the following forms:

AF Form 55, *Employee Safety and Health Record*, to document safety training.

AF Form 522, *USAF Ground Weapons Training Data*, to document individual weapons training.

AF Form 623, *Individual Training Record Folder*, to record individual training.

AF Form 623a, *On-The-Job Training Record-Continuation Sheet*, to record supplementary information in individual training records.

AF Form 797, *Job Qualification Standard Continuation/Command JQS*, to document qualification training.

AF Form 1098, *Special Task Certification and Recurring Training*, to document SF recurring and sustainment training.

All electronic forms generated by AFTR.

Security Response Teams

The Contractor shall provide courteous, timely service, continuously, while conducting patrols as an individual or member of a Security Response Team on the installation in accordance with local installation plans and policies.

1. Internal Security Response Teams (ISRT): Dedicated patrol inside a USAF restricted area for protection level resources providing immediate response to any situation affecting the

Change Notice Number: 2

Contract Number: 071B2200064

protection level resource IAW AFI 31-101, *USAF Physical Security*. The Contractor will ensure

Contract guards are familiar with all Federal Aviation Administration (FAA) restrictions and fines

for airfield violations. Fines issued to Contractor personnel will be the responsibility of the Contractor.

- a. ISRT members working inside an operational flight line must adhere to flight line driving requirements. ISRT members will also conduct Random Antiterrorism Measures (RAMs) as directed.
- b. The Contractor will ensure members have appropriate security clearances as identified in paragraph 3 of the Security Clearance Requirements located under Administrative/Security Clearance. This NAC will allow the Contractor to be issued a Restricted Area Badge, Air Force Form 1199 series as outlined in Air Force Instruction (AFI) 31-501 and 31-101.
- c. The Contractor will ensure members successfully pass a flight line driving training session to measure flight line competency.
- d. The guard will perform ISRT duties as required to ensure only authorized personnel are granted access into the area. The restricted areas include the flight line, ramp area, run-up pad, associated hangers, and any area designated in writing by the Alpena CRTC Commander.
- e. The guard will remain within the post limits until properly relieved.
- f. Enforce regulations designed to prevent breaches of security. Exercise judgment and discretion when intervening to all incidents while keeping the situation under surveillance and report (sound the alarm). Perform required vehicle inspections as required.

General Information

a. Place of Performance/Hours of Operation. The Contractor shall support the CRTC Security Forces at the Alpena Combat Readiness Training Center addressed in this Contract. The shift start/stop times will be determined by the Chief, Security Forces, or designee. Recommend Contract security personnel not exceed 40 hours per week excluding related Post-Associated Time (PAT). PAT is defined as time required for weapons/equipment issue and turn-in, pre- and post-shift briefings (Guard mount) and transit time to and from post. PAT for the Alpena CRTC is **estimated** to be 20 minutes prior to and 10 minutes after each shift. PAT does not include 30 minutes for lunch. All Contract employees will be required to respond as directed when taking lunch. This time will be considered returned to the employee during down time throughout each tour of duty. Contractors will not disarm or leave base as this will affect manning and response capability. Lunches will be consumed on base. All Contractor employees will receive all Guard mount information pre- and post-shift from Security Forces shift supervisor prior to posting. The Contractor's Guard shifts will coincide with the installation's SF unit shift start and stop times. The Contractor will stand Guard mount pre- and post-shift briefings along with the local SF personnel. All PAT costs will be absorbed by the contractor and not by the government.

Scheduling:

Change Notice Number: 2

Contract Number: 071B2200064

Shift hours are as follows:

- * 0800-1600 (day shift)
- * 1600-2400 (afternoon shift)
- * 2400-0800 (midnight shift)

3. Minimum Guard Requirements. Contractor guards shall meet all pre-employment requirements prior to assuming Government posting duties. Contractor will ensure that all guards meet the following qualifications prior to posting with the exception of the visitor controller and training officer who will only accomplish administrative duties.

Change Notice Number: 2

Contract Number: 071B2200064

SECTION 1.062 IS HEREBY ADDED TO THIS CONTRACT:

Compensation and Payment

1.062 Compensation and Payment

A. Payment / Reimbursement Method:

Quantities specified are estimates based on prior purchases and the State is not obligated to purchase in these or any other quantities. Exact quantities are unknown, however, the Contractor will be required to furnish all such services as may be ordered during this Contract period.

In the event that additional service is required, the Contractor will be paid at the rate of one and one-half (1½) times the net hourly wage quoted for the first 48 hours of new service requested if less than 48 hours advance notice had been given to the Contractor. At the end of the 48 hour period, the rate of payment will revert to the net hourly wage quoted.

Contract personnel shall receive all Federal Holidays. If the person is scheduled to work on a federal holiday said person will be paid time and a half (based on basic pay). The Federal holidays are as follows: New Year's Day, MLK, Jr. Day, President's Day, Labor Day, Columbus Day, Independence Day, Memorial Day, Veterans Day, Thanksgiving Day and Christmas Day. Contractor employees shall be compensated at the minimum hourly rates stipulated in the contract.

Payroll deductions for uniforms or other miscellaneous operating expenses will not be permitted.

The Contractor shall comply with Michigan's Payment of Wages and Fringe Benefits Act, Public Act 390 of 1978, as amended, being MCL 408.471 to 408.490. The Contractor's failure to pay wages required by this Contract and/or comply with Public Act 390 of 1978, as amended, shall be considered a material breach of this Contract. The State reserves the right to audit Contractor's records to verify that payment of wages is in compliance with this Contract and the Act. Unless otherwise notified by DMB, Procurement, the Contractor shall submit to the appropriate buyer at DMB, Procurement, on a basis consistent with the armed guard(s) payroll schedule, proof that the employees assigned by the Contractor to the location(s) covered by this Contract have been paid wages in compliance with this Contract and the Act.

Duties specific to the DMVA Alpena ANGB

Site Manager/Visitor Control: 1 employee, Authorized flexible work schedule to 40 hour work week, as mission dictates, with authorization from the Security Force Superintendent., 52 weeks a year. This position performs within a dual role as visitor control. Will perform duties as a Shift Supervisor as needed.

Site Training Officer: 1 employee, Authorized flexible work schedule to 40 hour work week, as mission dictates, with authorization from the Security Force Superintendent.

Shift hours are as follows:

- * 0800-1600 (day shift)
- * 1600-2400 (afternoon shift)
- * 2400-0800 (midnight shift)

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B2200064
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
County of Alpena Alpena County Sheriff's Department 320 Johnson Street Alpena, MI 49707	Undersheriff Terry King	kingt@alpenacounty.org
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(989) 354-9837	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DMVA	Rob Mills	(989) 354-6268	Robert.mills.8@us.af.mil
BUYER	DTMB	William C. Walsh	(517) 373-6535	walshw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Armed Security Guards – DMVA – Alpena Combat Readiness Center – Alpena, MI			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 1, 2011	November 30, 2016	2 one-yr options	November 30, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE:		
No Dollar Value Change to the Contract		\$6,547,360.00		
This is a change to reduce one security guard position per the attached, guard posting sheet. This change is effective November 1, 2012. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and the approval of DTMB Procurement.				

Contract No. 071B220064
Change Notice No. 1
PRICING – Alpena Combat Readiness Center

Item	Unit	Description (3 Mths) September 1, 2011 to December 31, 2011	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
1	HR	Central Security Control	\$ 27.60	548	\$15,124.80
2	HR	Installation Entry Control	\$ 27.60	548	\$ 15,124.80
3	HR	Deputy/Patrol	\$ 27.60	548	\$ 15,124.80
4	HR	Visitor Control/Secondary CSC & IEC	\$ 27.60	130	\$3,588.00
5	HR	Manager	\$ 27.60	130	\$3,588.00
6	HR	Shift Supervisor(s) - (SRT)	\$ 27.60	548	\$15,124.80
7	HR	Training Officer	\$ 27.60	130	\$3,588.00
8	HR	Commercial Vehicle Inspector	\$ 27.60	130	\$3,588.00
2011 Total:					\$74,851.20

Item	Unit	Description - 2012	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
1	HR	Central Security Control	\$ 28.60	8760	\$ 250,536.00
2	HR	Installation Entry Control	\$ 28.60	8760	\$ 250,536.00
3	HR	Deputy/Patrol	\$ 28.60	8760	\$ 250,536.00
4	HR	Visitor Control/Secondary CSC & IEC	\$ 28.60	2080	\$ 59,488.00
5	HR	Manager	\$ 28.60	2080	\$ 59,488.00
6	HR	Shift Supervisor(s) - (SRT)	\$ 28.60	8760	\$ 250,536.00
7	HR	Training Officer	\$ 28.60	2080	\$ 59,488.00
8	HR	Commercial Vehicle Inspector	\$ 28.60	2080	\$ 59,488.00
2012 Total:					\$ 1,240,096.00

Item	Unit	Description - 2013	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
1	HR	Central Security Control	\$ 29.60	8760	\$ 259,296.00
2	HR	Installation Entry Control	\$ 29.60	8760	\$ 259,296.00
3	HR	Deputy/Patrol	\$ 29.60	8760	\$ 259,296.00
4	HR	Visitor Control/Secondary CSC & IEC	\$ 29.60	2080	\$ 61,568.00
5	HR	Manager	\$ 29.60	2080	\$ 61,568.00
6	HR	Shift Supervisor(s) - (SRT)	\$ 29.60	8760	\$ 259,296.00
7	HR	Training Officer	\$ 29.60	2080	\$ 61,568.00
8	HR	Commercial Vehicle Inspector	\$ 29.60	2080	\$ 61,568.00
2013 Total:					\$ 1,283,456.00

Item	Unit	Description - 2014	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
1	HR	Central Security Control	\$ 30.60	8760	\$ 268,056.00
2	HR	Installation Entry Control	\$ 30.60	8760	\$ 268,056.00
3	HR	Deputy/Patrol	\$ 30.60	8760	\$ 268,056.00
4	HR	Visitor Control/Secondary CSC & IEC	\$ 30.60	2080	\$ 63,648.00
5	HR	Manager	\$ 30.60	2080	\$ 63,648.00
6	HR	Shift Supervisor(s) - (SRT)	\$ 30.60	8760	\$ 268,056.00
7	HR	Training Officer	\$ 30.60	2080	\$ 63,648.00
8	HR	Commercial Vehicle Inspector	\$ 30.60	2080	\$ 63,648.00
2014 Total:					\$ 1,326,816.00

Item	Unit	Description - 2015	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
1	HR	Central Security Contol	\$ 31.60	8760	\$ 276,816.00
2	HR	Installation Entry Control	\$ 31.60	8760	\$ 276,816.00
3	HR	Deputy/Patrol	\$ 31.60	8760	\$ 276,816.00
4	HR	Visitor Control/Secondary CSC & IEC	\$ 31.60	2080	\$ 65,728.00
5	HR	Manager	\$ 31.60	2080	\$ 65,728.00
6	HR	Shift Supervisor(s) - (SRT)	\$ 31.60	8760	\$ 276,816.00
7	HR	Training Officer	\$ 31.60	2080	\$ 65,728.00
8	HR	Commercial Vehicle Inspector	\$ 31.60	2080	\$ 65,728.00
2015 Total:					\$ 1,370,176.00

Item	Unit	Description (2016 - 9 Mths)	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
1	HR	Central Security Contol	\$ 31.60	6570	\$ 207,612.00
2	HR	Installation Entry Control	\$ 31.60	6570	\$ 207,612.00
3	HR	Deputy/Patrol	\$ 31.60	6570	\$ 207,612.00
4	HR	Visitor Control/Secondary CSC & IEC	\$ 31.60	1560	\$ 49,296.00
5	HR	Manager	\$ 31.60	1560	\$ 49,296.00
6	HR	Shift Supervisor(s) - (SRT)	\$ 31.60	6570	\$ 207,612.00
7	HR	Training Officer	\$ 31.60	1560	\$ 49,296.00
8	HR	Commercial Vehicle Inspector	\$ 31.60	1560	\$ 49,296.00
2016 Total					\$ 1,027,632.00

PRICING SHEET SUMMARY - Alpena Combat Readiness Training Center

Total Price for 5 Years

\$6,323,027.20

Duties specific to the DMVA Alpena ANGB

Site Manager/Visitor Control: 1 employee, 8 hour shift, 5 days a week (Monday - Friday), 52 weeks a year. Off on weekends and Holidays. This position performs within a dual role as visitor control. Will perform duties as a Shift Supervisor as needed.

Site Training Officer: 1 employee, 8 hour shift, 5 days a week, 52 weeks a year. Off weekends and Holidays. This position performs dual role as a security response team.

Shift Supervisors/Security Response Team: 3 employees, 1 each 8 hour shift, 5 days a week, 52 weeks a year. Will perform duties as day, afternoon and midnight Supervisors. The shift supervisor will work 5 days and their off days will be appointed by the site manager. This position is a dual role with the SRT Leader 1. SRT will patrol the installation.

Installation Entry Control / Vehicle Inspection Gate: 3 employees; 1 each 8 hour shift, 24 hours per day, 7 days a week, 52 weeks a year plus 1, employee; 1 each 8 hour shift, 5 days a week, 52 weeks a year, (weekends and holidays off)

Central Security Control: 3 employees, 1 each 8 hour shift, 24 hrs per day, 7 days a week, 52 weeks a year

Visitor Control / Secondary Central Security & Installation Entry Controller: 1 employee, 8 hour shift, 5 days a week (Monday – Friday), Saturday-Sunday as needed, 52 weeks a year. Off Holidays.

A total of 22 contract security personnel will be provided by the contractor to include one (1) dedicated site manager who works the day shift, 1 training officer, three (3) shift supervisors who will work the midnight, afternoon, and day shift, one (1) visitor control, one (1) installation entry controller, one (1) one commercial vehicle search entry controller, and eleven (14) armed security guards. At no time will a shift be staffed without an appointed contract security supervisor.

The contractor shall support the CRTC Security Forces at the Alpena Combat Readiness Training Center addressed in this Task Order. The shift start/stop times will be determined by the Chief, Security Forces, or designee. Recommend contract security personnel not to exceed (40) forty hours per week excluding related Post-Associated Time (PAT). PAT is defined as time required for weapons/equipment issue and turn-in, pre- and post-shift briefings (Guard mount) and transit time to and from post. Personnel are to be paid for PAT at their hourly rate each duty day. PAT for the Alpena CRTC is **estimated** to be 20 minutes prior to and 10 minutes after each shift. **PAT does not include 30 minutes for lunch. All contract employees will be required to respond as directed when taking lunch. This time will be considered returned to the employee during down time throughout each tour of duty. Contractors will not disarm or leave base as this will affect manning and response capability. Lunches will be consumed on base.** All contractor employees will receive all Guard mount information pre- and post-shift from Security Forces shift supervisor prior to posting. The contractor's Guard shifts will coincide with the installation's SF unit shift start and stop times. The contractor will stand Guard mount pre- and post-shift briefings along with the local SF personnel.

Shift hours are as follows:

- * 0800-1600 (day shift)
- * 1600-2400 (afternoon shift)
- * 2400-0600 (midnight shift)

Wages

Starting wage shall be paid no less than \$10.25 per hour* for an armed guard.

* Newly assigned personnel shall be paid no less than \$10.25 per hour for a probationary time of 3 months. After 3 months, he / she shall be paid at the starting wage for their position. This requirement may be waived if proof of required training and experience is provided.

The installation entry controller shall be paid no less than \$13.50 per hour for an armed guard.

The central security controller shall be paid no less than \$13.50 per hour for an armed guard.

The visitor control center shall be paid no less than \$16.25 per hour for an armed guard.

The appointed shift supervisor shall be paid no less than \$17.50 per hour for an armed guard.

The site Training officer shall be paid no less than \$17.50 per hour for an armed guard.

The appointed site manager shall be paid no less than \$18.25 per hour for an armed guard.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 1, 2011
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B2200064
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR County of Alpena Alpena County Sheriffs Department 320 Johnson Street Alpena, MI 49707 Email: kingt@alpenacounty.org	TELEPHONE (989) 354-9837 Undersheriff Terry King CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Kimberly Graham ((517) 481-7643 email graham@michigan.gov) Armed Security Guards – DMVA Combat Readiness Training Center, Alpena, MI	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: December 1, 2011 To: November 30, 2016	
TERMS <p style="text-align: center;">Net 30</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

TOTAL ESTIMATED CONTRACT VALUE: \$6,547,360.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B2200064
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR County of Alpena Alpena County Sheriffs Department 320 Johnson Street Alpena, MI 49707 Email: kingt@alpenacounty.org	TELEPHONE (989) 354-9837 Undersheriff Terry King CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Kimberly Graham ((517) 481-7643 email graham@michigan.gov) Armed Security Guards – DMVA Combat Readiness Training Center, Alpena, MI	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: December 1, 2011 To: November 30, 2016	
TERMS <p style="text-align: center;">Net 30</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #07111300226, this Contract Agreement and the vendor's quote dated August 22, 2011. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$6,547,360.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07111300226. Orders for delivery will be issued directly by the Department of Military and Veterans Affairs through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:

FOR THE STATE:

Alpena County Sheriffs Department

Firm Name

Signature

Jeff Brownlee, Chief Procurement Officer

Authorized Agent Signature

Name/Title

**DTMB Procurement, Commodities
 Division**

Authorized Agent (Print or Type)

Division

Date

Date



Table of Contents

DEFINITIONS..... 49

Article 1 – Statement of Work (SOW)..... 51

1.010 Project Identification..... 51

 1.011 Project Request..... 51

 1.012 Background..... 51

1.020 Scope of Work and Deliverables..... 51

 1.021 In Scope..... 51

 1.022 Work and Deliverable..... 51

1.030 Roles and Responsibilities..... 52

 1.31 Contractor Staff, Roles, and Responsibilities..... 52

1.040 Project Plan..... 78

 1.041 Project Plan Management..... 78

 1.042 Reports..... 78

1.050 Acceptance..... 78

 1.051 Criteria..... 78

 1.052 Final Acceptance Deleted - Not Applicable..... 79

1.060 Proposal Pricing..... 79

 1.061 Proposal Pricing..... 79

 1.063 Tax Excluded from Price..... 79

 1.064 Holdback Deleted - Not Applicable..... 79

1.070 Additional Requirements..... 79

 1.71 Additional Terms and Conditions specific to this RFP..... 79

Article 2, Terms and Conditions..... 80

2.000 Contract Structure and Term..... 80

 2.001 Contract Term..... 80

 2.002 Options to Renew..... 80

 2.003 Legal Effect..... 80

 2.004 Attachments & Exhibits..... 80

 2.005 Ordering..... 80

 2.006 Order of Precedence..... 80

 2.007 Headings..... 81

 2.008 Form, Function & Utility Deleted - Not Applicable..... 81

 2.009 Reformation and Severability..... 81

 2.010 Consents and Approvals..... 81

 2.011 No Waiver of Default..... 81

 2.012 Survival..... 81

2.020 Contract Administration..... 81

 2.021 Issuing Office..... 81

 2.022 Contract Compliance Inspector..... 81

 2.023 Project Manager..... 82

 2.024 Change Requests..... 82

 2.025 Notices..... 82

 2.026 Binding Commitments..... 83

 2.027 Relationship of the Parties..... 83

 2.028 Covenant of Good Faith..... 83

 2.029 Assignments..... 83

2.030 General Provisions..... 84

 2.031 Media Releases..... 84

 2.032 Contract Distribution..... 84

 2.033 Permits..... 84

 2.034 Website Incorporation..... 84

 2.035 Future Bidding Preclusion..... 84



- 2.036 Freedom of Information 84
- 2.037 Disaster Recovery 84
- 2.040 Financial Provisions** 85
 - 2.041 Fixed Prices for Services/Deliverables 85
 - 2.042 Adjustments for Reductions in Scope of Services/Deliverables 85
 - 2.043 Services/Deliverables Covered 85
 - 2.044 Invoicing and Payment – In General 85
 - 2.045 Pro-ration..... 85
 - 2.046 Antitrust Assignment 86
 - 2.047 Final Payment 86
 - 2.048 Electronic Payment Requirement..... 86
- 2.050 Taxes** 86
 - 2.051 Employment Taxes..... 86
 - 2.052 Sales and Use Taxes 86
- 2.060 Contract Management** 86
 - 2.061 Contractor Personnel Qualifications..... 86
 - 2.062 Contractor Key Personnel 86
 - 2.063 Re-assignment of Personnel at the State’s Request..... 87
 - 2.064 Contractor Personnel Location..... 87
 - 2.065 Contractor Identification 87
 - 2.066 Cooperation with Third Parties 87
 - 2.067 Contractor Return of State Equipment/Resources 88
 - 2.068 Contract Management Responsibilities..... 88
- 2.070 SubContracting by Contractor - DELETED – NOT APPLICABLE** 88
 - 2.071 Contractor Full Responsibility Deleted - Not Applicable..... 88
 - 2.072 State Consent to Delegation Deleted - Not Applicable..... 88
 - 2.073 SubContractor Bound to Contract Deleted - Not Applicable 88
 - 2.074 Flow Down Deleted - Not Applicable..... 88
 - 2.075 Competitive Selection Deleted - Not Applicable..... 88
- 2.080 State Responsibilities** 88
 - 2.081 Equipment 88
 - 2.082 Facilities 88
- 2.090 Security** 89
 - 2.091 Background Checks 89
 - 2.092 Security Breach Notification 89
 - 2.093 PCI Data Security Requirements Deleted - Not Applicable..... 89
- 2.100 Confidentiality** 89
 - 2.101 Confidentiality..... 89
 - 2.102 Protection and Destruction of Confidential Information 89
 - 2.103 Exclusions 90
 - 2.104 No Implied Rights 90
 - 2.105 Respective Obligations..... 90
- 2.110 Records and Inspections** 90
 - 2.111 Inspection of Work Performed..... 90
 - 2.112 Examination of Records 90
 - 2.113 Retention of Records..... 91
 - 2.114 Audit Resolution 91
 - 2.115 Errors..... 91
- 2.120 Warranties Deleted - Not Applicable** 91
 - 2.121 Warranties and Representations Deleted - Not Applicable 91
 - 2.122 Warranty of Merchantability Deleted - Not Applicable 91
 - 2.123 Warranty of Fitness for a Particular Purpose Deleted - Not Applicable..... 91
 - 2.124 Warranty of Title Deleted - Not Applicable 91
 - 2.125 Equipment Warranty Deleted - Not Applicable..... 91



2.126 Equipment to be New Deleted - Not Applicable 91

2.127 Prohibited Products Deleted - Not Applicable 91

2.128 Consequences For Breach..... 91

2.130 Insurance 91

2.131 Liability Insurance..... 91

2.132 SubContractor Insurance Coverage – Deleted – Not Applicable 93

2.133 Certificates of Insurance and Other Requirements 93

2.140 Indemnification..... 94

2.141 General Indemnification 94

2.142 Code Indemnification – Deleted – Not Applicable 94

2.143 Employee Indemnification 94

2.144 Patent/Copyright Infringement Indemnification – Deleted – Not Applicable 94

2.145 Continuation of Indemnification Obligations 94

2.146 Indemnification Procedures..... 94

2.150 Termination/Cancellation 95

2.151 Notice and Right to Cure 95

2.152 Termination for Cause..... 95

2.153 Termination for Convenience 96

2.154 Termination for Non-Appropriation 96

2.155 Termination for Criminal Conviction 96

2.156 Termination for Approvals Rescinded 96

2.157 Rights and Obligations upon Termination 96

2.158 Reservation of Rights 97

2.160 Termination by Contractor 97

2.161 Termination by Contractor..... 97

2.170 Transition Responsibilities 97

2.171 Contractor Transition Responsibilities..... 97

2.172 Contractor Personnel Transition..... 98

2.173 Contractor Information Transition..... 98

2.174 Contractor Software Transition – Deleted – Not Applicable 98

2.175 Transition Payments..... 98

2.176 State Transition Responsibilities 98

2.180 Stop Work 98

2.181 Stop Work Orders..... 98

2.182 Cancellation or Expiration of Stop Work Order 98

2.183 Allowance of Contractor Costs 99

2.190 Dispute Resolution 99

2.191 In General..... 99

2.192 Informal Dispute Resolution 99

2.193 Injunctive Relief..... 99

2.194 Continued Performance 100

2.200 Federal and State Contract Requirements 100

2.201 Nondiscrimination..... 100

2.202 Unfair Labor Practices..... 100

2.203 Workplace Safety and Discriminatory Harassment 100

2.204 Prevailing Wage Deleted - Not Applicable 100

2.210 Governing Law 100

2.211 Governing Law 100

2.212 Compliance with Laws..... 100

2.213 Jurisdiction 100

2.220 Limitation of Liability 101

2.221 Limitation of Liability 101

2.230 Disclosure Responsibilities 101

2.231 Disclosure of Litigation 101



2.232 Call Center Disclosure – Deleted – Not Applicable 102

2.233 Bankruptcy 102

2.240 Performance 102

2.241 Time of Performance 102

2.242 Service Level Agreements (SLAs) 102

2.243 Liquidated Damages –DELETED – NOT APPLICABLE 103

2.244 Excusable Failure 103

2.250 Approval of Deliverables 103

2.251 Delivery Responsibilities Deleted - Not Applicable 104

2.252 Delivery of Deliverables..... 104

2.253 Testing Deleted - Not Applicable..... 104

2.254 Approval of Deliverables, In General..... 104

2.255 Process For Approval of Written Deliverables Deleted - Not Applicable... 105

2.256 Process for Approval of Services 105

2.257 Process for Approval of Physical Deliverables Deleted - Not Applicable.. 105

2.258 Final Acceptance..... 105

2.260 Ownership Deleted - Not Applicable 105

2.261 Ownership of Work Product by State Deleted - Not Applicable 105

2.262 Vesting of Rights Deleted - Not Applicable 105

2.263 Rights in Data – DELETED - NOT APPLICABLE 105

2.264 Ownership of Materials Deleted - Not Applicable..... 105

2.270 State Standards..... 105

2.271 Existing Technology Standards..... 105

2.272 Acceptable Use Policy..... 105

2.273 Systems Changes 105

2.280 Extended Purchasing- Deleted – Not Applicable 106

2.281 MIDEAL - Deleted - Not Applicable 106

2.282 State Employee Purchases Deleted - Not Applicable 106

2.290 Environmental Provision..... 106

2.291 Environmental Provision..... 106

2.300 Other Provisions 107

2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials..... 107

Attachment A - Pricing



DEFINITIONS

24x7x365 means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

Additional Service means any Services within the scope of the Contract, but not specifically provided under any Statement of Work.

Audit Period means the seven year period following Contractor's provision of any work under the Contract.

Bidder(s) are those companies that submit a proposal in response to this RFP.

Business Day means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

Blanket Purchase Order is an alternate term for Contract and is used in the Plan Sponsors' computer system.

CCI means Contract Compliance Inspector.

Days means calendar days unless otherwise specified.

Deleted – N/A means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

Deliverable means physical goods and/or services required or identified in a Statement of Work.

DMVA means the Michigan Department of Military and Veterans Affairs.

DTMB means the Michigan Department of Technology Management and Budget.

Environmentally Preferable Products means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

Hazardous Material means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

Incident means any interruption in any function performed for the benefit of a Plan Sponsor.

Key Personnel means any personnel identified in **Section 1.031** as Key Personnel.

New Work means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

Ozone-depleting Substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.



Post-Consumer Waste means any product generated by a business or consumer which has served its intended end use; and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

Post-Industrial Waste means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

Recycling means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

Reuse means using a product or component of municipal solid waste in its original form more than once.

RFP means a Request for Proposal designed to solicit proposals for services.

Services means any function performed for the benefit of the State.

SLA means Service Level Agreement.

Source Reduction means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

State Location means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

SubContractor means a company selected by the Contractor to perform a portion of the Services, but does not include independent Contractors engaged by Contractor solely in a staff augmentation role.

Unauthorized Removal means the Contractor's removal of Key Personnel without the prior written consent of the State.

Waste Prevention means source reduction and reuse, but not recycling.

Pollution Prevention means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

Work in Progress means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

Work Product refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by the Contract.



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This Contract is for Armed Security Guard Services for the Department of Military and Veterans Affairs (DMVA), Alpena Combat Readiness Training Center, (CRTC). The on-site CCI is:

MSGT Robert Mills (989) 354-6268 Fax: (989) 354-6327 Robert.mills.1@ang.af.mil

1.012 Background

Each military installation/base is a secure location requiring Armed Security Guard personnel to man entry/exit gates and other guard services as requested. Each installation/base operates 24/7 with a primary focus of supporting ongoing training for the military and other units of law enforcement in the preparation of defending our homeland through special defense training missions and training task force operations.

1.020 Scope of Work and Deliverables

1.021 In Scope

The Contractor must be able to provide appropriate trained security guard staff to properly service the requirements as contained in this Contract.

All personnel assigned pursuant to this Contract shall be Michigan Council on Law Enforcement Standards (MCOLES) trained and qualified in firearms. Contractor will be required to provide documentation of training PRIOR to award of contract. Personnel shall also maintain a Michigan Concealed Weapons Permit (CCW).

Staffing levels must be maintained so that the Contractor is able to provide the specified coverage by trained, qualified guards at all times based on the requirements listed below.

The Contractor must assure that all armed security guards are aware that their primary purpose is to maintain order, protect all military personnel, staff, visitors and property from harassment, injury, damage and/or theft and take appropriate action as specified by each DMVA installation/base. Contractor will abide by all rules of engagement and use of force policies set forth in AFI 31-207.

The Contractor will NOT be required to provide transportation for agency staff or visitors, perform personal chores for anyone.

1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of armed security guard services, as set forth below:

The Contractor, through innovation, technology or other means, shall perform and provide the required services and staff to complete the frequencies determined by the DMVA and otherwise do all things necessary for, or incidental, to the performance of work. Compliance will be based on the State's overall evaluation and interpretation in accordance with method of performance, frequencies and method of performance, as set forth in this document.

The Contractor shall provide all services and related items and services necessary for, or incidental, to the performance of work in accordance with this Contract, including, but not limited to:

1. All personnel;
2. Equipment;
3. Tools;
4. Supplies;
5. Materials;
6. Training; and
7. Supervision of Staff.



The Contractor shall provide armed security guard services as specified in this RFP for the locations as described on the attached Location Specification Sheets (LLS's) and/or as directed by the DMVA Contract person (POC) or Contract compliance inspector (CCI).

1.030 Roles and Responsibilities

1.32 Contractor Staff, Roles, and Responsibilities

The DMVA reserves the right to refuse admission to any of its facilities or programs to any member of contractor's staff who fails to maintain proper credentialing, fails to meet applicable state, federal or industry standards of practice or who may compromise the security of the facility, its members and staff.

The Contractor shall acknowledge in writing that neither this contract nor any subsequent contract creates a co-employer-employee relationship between the Contractor and the DMVA or between the Contractor's employees and the DMVA. The Contractor shall inform each of its employees in writing that the DMVA is not the employer of the Contractor or the Contractor's employees and that the DMVA is not a co-employer of the Contractor's employees. The Contractor agrees to have each of its employees assigned to the DMVA acknowledge the same in writing and agrees to maintain current documentation concerning the employment relationship referenced in this paragraph in each of the contractors employee files.

Duties specific to the DMVA Alpena Combat Readiness Training Center (CRTC)

The Contractor must be able to provide appropriate staff to properly service the requirements of this Contract.

Installation Entry Control

The Contractor shall provide courteous, timely service, continuously, while maintaining control of all personnel and vehicles entering the installation in accordance with the local installation plans and policies. When required, the Contractor will also control all personnel and vehicles departing the installation in accordance with local installation plans and policies. Entry control requirements will vary according to Force Protection Conditions (FPCON). At a minimum, the Contractor will be required to provide the following services:

10. Ensure vehicles display valid installation vehicle registration decals (DD Form 2220) and or Visitor Pass (AF Form 75).
11. Perform checks of individual identification. Guards will physically touch all identification cards while checking both the front and back of the card, and scan credentials using the digital hand scanners. Any expired card will be confiscated and actions taken in accordance with (IAW) local procedures.
12. Perform systematic inspections of vehicles IAW local procedures.
13. Issue Visitor Passes at gates.
14. Direct and Control traffic at gate.
15. Perform emergency procedures for gate closure IAW local procedures.
16. Perform emergency response actions as required.
17. Effectively operate the vehicle barrier system(s).
18. Perform required paperwork and notification procedures as required.

Vehicle Inspections

Prior to base entry, all commercial and visitor vehicles shall be inspected to ensure no unauthorized vehicles, personnel, or materials enter the installation. Base Entry/Exit Point Checks will be conducted in accordance with local directives. Inspections will be conducted in a professional, safe, and courteous manner while maintaining control of all personnel and guidelines outlined in vehicle inspection guide provided by SF. During higher FPCON's additional vehicle inspections will be required and directed by SF CC. Contractor shall supply to their employees, at no cost to the employee, any necessary safety equipment/material (i.e., flashlights, gloves, goggles, appropriate clothing/shoes, traffic vests, etc.) to conduct vehicle inspection.



5. Conducts inspection of vehicles at the designated vehicle inspection point in accordance with the provided DOD guidelines and local procedures. Inspections include, but are not limited to, the interior of the vehicle, bed/box, trunk, trailer, under the hood, and underside of the vehicle. The guard will instruct all vehicle operators to open all doors, compartments, hood, trunk, gas tank door, etc. The guard at no time will open/close these items.
6. Inspections include the use of various State furnished equipment such as mirrors, hand-held/desk top explosive detectors, X-Ray units, under vehicle surveillance systems, and support to the handler of any employed Military/Civilian Working Dog Team, if available.
7. Verify arrival of explosive laden vehicles with local Transportation Management Office (TMO). Direct explosive laden vehicles to local designated holding areas and receiving points.
8. Be able to distinguish the difference between a commercial vehicle inspection required on all vehicles and base entry/exit point checks. Required paperwork will be completed in a timely manner as required.

Visitor Control

The Contractor shall provide courteous, timely service, continuously, while maintaining control of all personnel during required document verification and vehicle pass processing prior to proceeding onto the installation in accordance with the local installation plans and policies. Contractor shall issue visitor passes (AF Form 75) and civilian identification badges according to AF and local procedures once it is determined there is a valid need. The Contractor shall perform all required background checks for the issuing of civilian identifications. **Contractor will utilize government approved systems for background checks** If the member is authorized a DD 2220, Vehicle Registration Decal, the guard will issue same to the registered vehicle driver. The vehicle registration must match the military member or military dependent. **Personnel will accomplish any other additional duties as required to accomplish the administrative support mission required by the security forces section. NOTE: Due to the nature of the administrative duties and responsibilities, this position is exempted from the physical agility training requirements as stated in AFI 31-283 and will perform any patrol or guard duties.**

Security Response Teams

The Contractor shall provide courteous, timely service, continuously, while conducting patrols as an individual or member of a Security Response Team on the installation in accordance with local installation plans and policies.

4. **Internal Security Response Teams (ISRT):** Dedicated patrol inside a USAF restricted area for protection level resources providing immediate response to any situation affecting the protection level resource IAW AFI 31-101, *USAF Physical Security*. The Contractor will ensure Contract guards are familiar with all Federal Aviation Administration (FAA) restrictions and fines for airfield violations. Fines issued to Contractor personnel will be the responsibility of the Contractor.
 - g. ISRT members working inside an operational flight line must adhere to flight line driving requirements. ISRT members will also conduct Random Antiterrorism Measures (RAMs) as directed.
 - h. The Contractor will ensure members **have appropriate security clearances as identified in paragraph 3 of the Security Clearance Requirements located under Administrative/Security Clearance.** This NAC will allow the Contractor to be issued a Restricted Area Badge, Air Force Form 1199 series as outlined in Air Force Instruction (AFI) 31-501 and 31-101.
 - i. The Contractor will ensure members successfully pass a flight line driving training session to measure flight line competency.
 - j. The guard will perform ISRT duties as required to ensure only authorized personnel are granted access into the area. The restricted areas include the flight line, ramp area, run-up pad, associated hangers, and any area designated in writing by the Alpena CRTC Commander.



- k. The guard will remain within the post limits until properly relieved.
 - l. Enforce regulations designed to prevent breaches of security. Exercise judgment and discretion when intervening to all incidents while keeping the situation under surveillance and report (sound the alarm). Perform required vehicle inspections as required.
5. External Security Response Teams (ESRT): Assigned patrol inside the perimeter of the installation providing a minimum response time of five (5) minutes to all incidents. The ESRT may need to access the flight line area as required.
- i. ESRT duties, at a minimum, include: Alarm Response, Patrol Response to calls for service or incidents, Patrolman Investigations, Traffic Enforcement to include ticketing, Building Checks, Post Relief, and other associated patrol duties as directed.
 - j. The Contractor will ensure members have appropriate security clearances as identified in paragraph 3 of the Security Clearance Requirements located under Administrative/Security Clearance. This will allow the contractor to be issued a Restricted Area Badge, Air Force Form 1199 series as outlined in Air Force Instruction (AFI) 31-501 and 31-101.
 - k. The Contractor will ensure members successfully pass a flight line driving training session to measure flight line competency.
 - l. Enforce regulations designed to prevent breaches of security. Exercise judgment and discretion when intervening to all incidents while keeping the situation under surveillance and report (sound the alarm). Perform required vehicle inspections as required.
6. Emergency Control Center (ECC): Assigned controller inside base control center. **ECC** duties, at a minimum, include: Operates communication equipment to receive incoming calls for assistance and dispatches personnel and equipment to scene of emergency. Operates telephone console to receive incoming calls for assistance. Questions caller to determine nature of problem and type and number of personnel and equipment needed, following established guidelines. Scans status charts and computer screen to determine units available. Monitors alarm system signals that indicate location of fire or other emergency. Operates two-way radio to dispatch police, fire, medical, and other personnel and equipment, and to relay instructions or information to remove units. Types commands on computer keyboard to update files and maintain logs. Tests communications, alarm equipment, and backup systems to ensure serviceability. May provide pre-arrival instructions to caller, utilizing knowledge of emergency medical techniques. May activate alarm system to notify fire stations. The Contractor will ensure members have appropriate security clearances as identified in paragraph 3 of the Security Clearance Requirements located under Administrative/Security Clearance. This will allow ECC personnel to be able to secure classified materials stored within the ECC.
7. Training Officer: Assigned training officer will assign, coordinate and maintain all associated training including initial and recurring and document training records using the following methods and requirements.
Training requirements will be documented using AFTRs first and when not possible will be through the use of the following forms:

AF Form 55, *Employee Safety and Health Record*, to document safety training.

AF Form 522, *USAF Ground Weapons Training Data*, to document individual weapons training.

AF Form 623, *Individual Training Record Folder*, to record individual training.

AF Form 623a, *On-The-Job Training Record-Continuation Sheet*, to record supplementary information in individual training records.

AF Form 797, *Job Qualification Standard Continuation/Command JQS*, to document qualification training.



AF Form 1098, *Special Task Certification and Recurring Training*, to document SF recurring and sustainment training.
 All electronic forms generated by AFTR.

Qualified Armed Guards

6. Training: Contractor shall meet all training, licensing, and certification requirements as identified in supporting subparagraphs and in accordance with Michigan laws. Contract security guards will perform duties as first responders and therefore will have current CPR, basic first aid, and HAZMAT Awareness certifications.

7. Pre-Performance Training and Job Knowledge: Contractor provides all pre-performance training and is responsible for all associated expenses to include, but not limited to, state fees, license fees, and certification fees, except for the 40-hour CRTC SFS initial training. These fees will be paid for by the Contractor and not be assessed back to the employee. A reasonable degree of proficiency and knowledge of the specific Security Forces tasks and associated security guard skills identified herein are required under this Contract. Contractor employees shall meet training requirements for state-level armed security guards in the state where they are working. State required training must be performed by a state certified trainer. Certification documents for all state certified trainers will be provided to the military client. **Application of Federal immunity from State regulation does not apply.**
 - d. For installations in a state with no state certification requirements, the Contractor shall provide a minimum 40-hour training plan for Contract guards. This training plan must be reviewed in advance by the CRTC Chief, Security Forces, with Contracting Officer approval and shall include, at a minimum, the following topics: Use of deadly force, secondary use of force, entry control procedure, apprehension techniques, vehicle search techniques, local and state applicable legal statutes, verbal judo, physical fitness training, defensive tactics/self defense techniques, use and care of facilities, driver training, operational risk management techniques, emergency action procedures, and additional weapons familiarization (if required). General training requirements shall also include basic First Aid and CPR (certified current), HAZMAT Awareness, crowd control, exposure to bodily fluids, fire prevention, and safety to include the use of fire extinguishers, response to bomb threats, weather emergencies, and evacuation procedures. The security guard will complete the 40-hour training requirement prior to furnished initial training.
 - e. The Contractor shall provide a third (3rd) party instructor to conduct the 40-hour training for all Contract guards. The third (3rd) party instructor shall be certified to conduct security guard training. Contractor shall submit documentation of successful completion of this training by each Contract guard to the CRTC/SFS Training Section.
 - f. Contractor shall provide the State (CRTC SFS) a copy of all initial and refresher Contract guard training records/certifications. Refresher training is required within one (1) year from date of hire and every year thereafter.

8. State Licensing. Contractor will adhere to Michigan licensing requirements.
 - c. Licensing of Security Guards. Contractor shall ensure all security guards possess state weapons permits and state armed guard certification required for state armed guards to perform security guard services in the respective state of employment. **Federal immunity from state regulation is not applicable to this task order.** If license is not obtained prior to performance start date, Contractor shall show proof of license application submission with all fee payments and successful completion of all prerequisites for licensing. All guards, whether or not they have received licenses, **must be fully trained and qualified before posting.** The Contractor will pay for all licensing fees. Licensing fees will not be assessed back to the employee.
 - d. Licensing of Contractor. Contractor must possess State certificates or licenses to the extent such certificates or licenses are required to obtain security guard licenses



or weapons permits for their employees before start of performance. **Federal immunity from state regulation is not applicable to this task order.** If the necessary certificate or license is not obtained prior to performance start date, Contractor shall show proof of application submission with all fee payments and successful completion of all prerequisites for licensing. However, the Contractor is not relieved from providing fully trained and qualified guards by Contract start date.

9. Arming Requirements for Contract Personnel. Contractor shall provide to the Chief, Security Forces, or their designated representative, written proof that Contract Employees have accomplished successful completion of weapons training and qualification as described in AFI 31-207. This requirement must be met prior to posting that employee. The Contractor may be required to remove from duty any individual for unsafe weapons handling, loss of ammunition, or range safety violations. Copies of individual state weapons certification authorization must be on file with the CRTC SFS. Until license certification is received, Contractor shall provide proof of license application submission with all fee payments and successful completion of all prerequisites for licensing. Employees will be fit for duty prior to arming. The Contract shift supervisor will ensure all personnel are fit for duty prior to arming.
10. Secondary Use of Force (Expandable Baton, Oleoresin Capsicum (OC) Spray and TASER). Each Contract guard must carry the equivalent secondary use of force, as is carried/used by the State. No guard is authorized to carry any secondary use of force without first meeting required State standards/training/certification. Secondary use items will be provided to all Contract guards and at no cost to the employee, by the State or Contractor.

Contractor Furnished Items

Contractor shall ensure all Contract guards are properly equipped in accordance with the requirements of this Contract. Equipment shall meet or exceed all minimum standards set by National Institute of Justice (NIJ). Contractor shall ensure the Contract guards are trained and certified in the proper use of any equipment and material item necessary in the performance of duties under this Contract. **All guards must be fully equipped before posting.**

8. Uniforms: The Contractor shall provide standard security guard uniforms in accordance with commercial standards and Appendix B of this Contract. Uniforms will be BDU style and may be blue, black, brown, or khaki in color. Outer garments (i.e. jackets) will be of same color and match issued uniforms. Each full time employee will receive a minimum of four (4) complete uniforms and each part time employee shall receive two (2). Uniform and patch submission must be reviewed by CRTC SFS/SFM with Contracting Officer approval prior to purchase or approved by the State of Michigan. Provide sufficient uniform clothing and footwear for use during local installation inclement weather conditions/extremes. All seasonal uniforms will be identical, except for items that identify rank or position. All security guards on duty will wear uniform seasonal clothing, shoes, and equipment. Vehicle inspection posts require specialized uniforms (i.e. overalls). Contractor shall submit sample of uniforms to CRTC SFS/SFM for review and Contracting Officer approval prior to purchase.
9. Badges: The State will provide Contract personnel identification badges to wear while on duty. The badges must be able to withstand inclement weather. Badges shall contain a personal photograph, full name of employee and Contractor's company name. Badges shall be worn in a uniform manner on the outermost garment in full view above the waist. This is a separate requirement from the Common Access Card (CAC), discussed in this Contract.
10. Miscellaneous Equipment: Unless specifically stated otherwise, each item of guard equipment, secondary use of force equipment, and associated items are to be provided on a 1:1 basis (i.e., 22 guards at the Alpena CRTC, then Contractor will provide 22 duty belts, vests, etc.). Equipment will be uniform across the board and the cost will not be assessed back to the employee.



- k. Duty Belt - Appropriate holster, flashlight holder, uniform belt keepers (4), single magazine case, and secondary use of force holder(s) handcuff case, radio pouch, and latex glove case. All duty belt equipment must be constructed of the same black nylon base material (i.e. web belt with web gear) and approved by CRTC SFS.
- l. Handcuffs shall be Smith & Wesson, Peerless, or equal-. Handcuffs are considered to be equal if they are constructed of a gauge of metal that is at least as thick/dense as used by Smith & Wesson or Peerless, have double locks, and open with a standard handcuff key.
- m. Land Mobile Radios (LMR) - LMRs and frequencies provided by the State. Ample LMRs shall be on site prior to the start of the Contract and can be shared by shift personnel. One (1) LMR will be provided to each security guard and shall be carried on their duty belt. The radio will be provided by the military. Contractor purchased radios must be capable of programming PL (private line) codes to talk to installation radios, and meet Air Force Standards for narrow band-width requirements
- n. Flashlight – One (1) flashlight will be provided to each security guard and shall be carried on their person at all times. Replacement batteries and bulbs will be provided by the Contractor as required.
- o. Night Vision Goggles (NVGs) – One (1) pair will be provided to the site and assigned to the SRT.
- p. Binoculars – Two (2) Pair will be provided to the site and assigned to the SRT.
- q. Reflective Vest – One (1) reflective vest will be issued to each security guard, to be readily available for periods of reduced visibility/inclement weather, as directed by local base policy.
- r. Expandable Baton/OC Spray- (at level of strength used by the Air Force) or other secondary use of force equipment, as used and mandated by local base policy.
- s. Body Armor - Contractor will provide, at a minimum, Level IIIA (as outlined by the National Institute of Justice) body armor. One (1) set of body armor will be provided for each guard (i.e. 22 guards at the Alpena Combat Readiness Training Center equals 22 sets of body armor). Body armor will be readily available when guards are posted and worn in accordance with local policy. Contractor purchase/Government owned (CP-GO) is applicable.
- t. Tactical Helmet/NIJ Level IIIA - One (1) helmet will be provided for each guard (i.e. 22 guards at Alpena CRTC equals 22 helmets). Helmet will be readily available when guards are posted and worn in accordance with local policy. Contractor purchase/Government owned (CP-GO) is applicable.
- u. Kit Bag - to house body armor and helmet. One (1) bag will be provided for each guard (i.e. 22 guards at Alpena CRTC equals 22 bags). Bag with items will be readily available when guards are posted in accordance with local policy. Contractor purchase/Government owned (CP-GO) is applicable.

Note: Contractor Purchase – Government Owned (CP-GO) is the premise that the Contractor purchases, uses, and cares for the item and, at the end of the Contract, turns over the item to the Government. The concept is the cost of equipment is factored into the initial bid package and allows for the Government to reutilize the item for future use while remaining fiscally responsible. For any items that fall under this, the Contractor will provide a copy of the sales receipt and warranty on or before the first day of the Contract to the Chief, Security Forces.



11. Contractor Vehicle: Contractor shall provide one (1) primary patrol vehicle and one (1) alternate vehicle for full Contract performance to include shift relief/breaks, Post Associated Time (PAT), timely transport of guards to and from any location in the performance of duty, and accomplishment of assigned additional duties as well as patrolling.

The primary vehicle for the Alpena CRTC is a 4x4 SUV (4 door) or Quad Cab Pick-up, capable of carrying a minimum of four (4) people with associated gear during times of inclement weather. During normal weather the vehicle will be able to carry four (4) people with associated gear and must be sufficient to meet all safety requirements and passenger limitations. All vehicles must meet State approval prior to use. Contractor provided vehicles must be clearly marked as such, meeting State approval prior to use. Only clearly marked Contractor owned or leased vehicles, no "privately owned vehicles" (POVs) owned by individual employees, will be used to perform any services required by this task order. In addition, the Contractor shall have available a back up vehicle meeting the same requirement as the primary when the primary vehicle is out of service.

The vehicle shall be equipped with one (1) emergency light, siren, vehicle weapons mount capable of locking M-4 and M-870, and a Public Address (PA) system. The vehicle shall also be equipped with a two (2)-way vehicle mounted radio which is capable of communicating with the site radios. The radio will need to be programmed to frequencies provided by the military. Radios must be capable of programming PL (private line) codes. In addition, the vehicle will be equipped with a shotgun/rifle rack to secure the weapon.

The Contractor shall be responsible for licenses, insurances, maintenance, repair, and fuel for the vehicle. In addition, the Contractor shall provide a comparable replacement vehicle in the event the primary vehicle is not operational (i.e. repair, maintenance, etc.). If the vehicle becomes damaged or disabled the Contractor will remove the vehicle from the installation within 72 hours, until it can be returned to service in good repair.

- e. Vehicle markings will adhere to Air Force specifications. Deviations must be reviewed by CRTC Chief Security Force.
 - f. Contract Security employees will at times use Government vehicles in the performance of their duties. **Damage to State vehicles by Contract employees will be the responsibility of the Contractor to make whole.** The installation vehicle maintenance will obtain three (3) estimates for all vehicle damage. The total cost of repair shall be reimbursed to the Government as a Claim against the Contractor and the Contractor will contact the vender directly to settle any repair costs to the satisfaction of the Government. Vehicles shall be inspected for damage at the beginning and end of each shift. Any noted damaged will be immediately reported to the contractor site manager for an investigation.
 - g. Contract Security vehicle shall be used by Government personnel in the performance of their duties, when required.
 - h. Contractor vehicle will remain at the Alpena CRTC for applicable patrol use and posting to support mission requirements.
12. Weapons. Prior to completion of the AF Qualification Course of Fire, the Contractor shall provide each security guard with his/her personally assigned standard 9mm Beretta Model M9 semi-automatic handgun (commercial variant without attachments such as laser sights), or equal in performance of this Contract's tasking requirements. The Contractor will obtain Government approval for any equivalent before Contract start date. One (1) 9mm weapon, or authorized equivalent, will be provided for each guard (i.e. 22 guards at the Alpena CRTC equals 22 - 9mm weapons). The Contractor shall provide each SRT Member with a Colt M-16/M-4 or equal (commercial variant without attachments such as laser sights) for a total of four (4) and associated equipment and ammunition. The Contractor will obtain Government



approval for any equivalent before Contract start date. The Contractor shall also provide each shift supervisor with a Remington 870 Shotgun for a total of one (1).

The Contractor site manager will maintain inspection records on all weapons assigned to Contractor employees and ensure routine maintenance and cleaning is performed. All weapons will be issued from the CRTCSFS Arms Vault. Overall responsibility lies with the member as they receive the weapon from the issue window. Contract employees may report for duty in ample time to perform functions checks on their assigned weapon.

- e. Use of any privately owned personal weapon or ammunition is prohibited. Contract security personnel shall not carry a concealed weapon on an Air Force installation even if they are licensed to do so off the installation.
 - f. The Contractor shall ensure weapons familiarization in accordance with (IAW) AFMAN 31-229, AFI 36-2226 and AFMAN 36-2227, Volume 1. Pre-performance and recurring qualification training shall meet the Air Force Qualification Course (AFQC) standard stated in Chapter 2 of AFMAN 36-2227, Volume 1. For the purpose of applying the training and qualification requirements of AFI 36-2226 and AFMAN 36-2227, Contract Guards will be classified as the equivalent of Category A shooters and, after initial qualification, Contract employees must re-qualify on their assigned weapon every 12 months, at a minimum. The frequency for qualification training and certification will be IAW those stated in paragraph 2.72 of AFI 36-2226. The Contractor shall provide documentation of successful completion of all training to the Quality Assurance Evaluator (QAE).
 - g. Weapons shall be loaded/unloaded in accordance with Air Force procedures outlined in AFI 31-229. ANG 7-level Security Forces Member or Shift Supervisors must ensure trained and certified clearing barrel agent is present during all clearing, loading, and unloading operations. Contract guard shift supervisors will perform duties as clearing barrel official. They will need additional training and must successfully complete a written and practical test administered by the CRTCSFS Training Manager.
 - h. The CRTCSFS reserves the right to train, arm, and equip the Contract security personnel with government weapons, including M-16 rifles. Individuals will only be so armed upon specific authorization from the Installation Commander. Individuals must have the appropriate qualification/training. Weapons training on the M16 will be provided by a third (3rd) party instructor with a military member present when using military weapons.
13. Ammunition. Contractor must provide same the ammunition as used by the Government at time of service for each security guard (i.e., standard ball or hollow-point 9mm ammunition.) The Contractor must:
- f. Provide ammunition that will include the 9mm, shotgun, and equivalent to the 5.56mm.
 - g. Provide, on-hand in armories prior to Contract start date, duty ammunition load to equip 100 percent of Contract guards at the same time.
 - h. Provide each Contract security employee with sufficient ammunition for a full magazine in the weapon and a second full magazine to be carried on his/her person while on duty. Arming requirements include a chambered round in weapon when on duty. When off-duty, ammunition will be turned in and accounted for by the Government armory custodial ammunitions account.
 - i. Provide frangible, non-lead ammunition for weapons training, if training is conducted on lead free Government ranges. **NOTE:** Range requirements may vary by location.
 - j. Provide appropriate ammunition for the completion of the weapons proficiency training using the Air Force Qualification Course of Fire as a guide.



14. Weapons Maintenance. Contractor shall ensure weapons are serviceable and properly cleaned. Any problems or malfunction of weapons shall be immediately reported to on-duty armorer.

Administrative/Security Clearance

Contractor shall conduct, document, and coordinate on all security clearance matters as identified in supporting sub-paragraphs. Additionally, the contractor shall comply with all security processes and procedures as identified in supportive sub-paragraphs.

3. DD Form 254 (DOD Contract Security Classification Specification)
The Government will complete an initial DD Form 254 identifying the extent to which Site Managers will be granted access to classified information. The Contractor will submit for Government approval any secondary DD Form 254s necessary for subcontractors.
4. Visitor Group Security Agreement (VGSA)
Since performance is on Government installations, the Contractor shall enter into a long-term visitor group security agreement as required in applicable USAF regulations. This agreement shall outline how the Contractor integrates security requirements for Contract operations with the Air Force as outlined in this section to ensure effective and economical operation on the installation. On the installation, the long-term visitor group security agreement may take the place of a Standard Practice Procedure (SPP). The agreement shall include protection of classified information, security checks of designated work areas, and internal security controls for protection of high-value pilferable property. The CRTS SFS will manage and maintain the document IAW DoD 5220.22-R, AFD 31-6, AFI 31-601.
5. Security Clearance Requirements
A Secret security clearance is required for **all Contract employees**. If clearance is validated in the Joint Personnel Adjudication System, an individual may perform duties pending administrative transfer of the clearance. For personnel that do not possess a current Secret Clearance, the Contractor is responsible for submission and tracking the security clearance request. The Contractor is further responsible for requesting Interim Secret before completion of local training. All other Contract employees will be required to have a SF85P, Public Trust.

Pass and Identification Items

The Contractor shall ensure the following pass and identification items required for Contract performance are obtained for employees and non-Government owned vehicles as applicable:

6. Common Access Card (CAC), DD Form 1172. Application for Uniformed Services Identification Card. Contractor shall coordinate with CRTS SFS and comply with local installation requirements. The CAC may or may not be required. This a separate requirement from the Contractor personnel badges required in this Contract.
7. AF Form 2219 (series), Registered Vehicle Expiration Tab.
8. DD Form 2220, DOD Registered Vehicle and Installation Tab.
9. AF Form 75, Visitor/Vehicle Pass.
10. AF Form 1199 series, Restricted Area Badge (RAB).

Retrieving Identification Media

The Contractor shall retrieve and return to host unit, all identification media, including vehicle decals, badges, etc., from Contract employees that depart for any reason before the Contract expires and upon termination of the Contract.



Listing of Employees

The Contractor shall maintain a current listing of employees, which must include employees, full name, social security number, date of birth, and level of security clearance (if applicable). The list shall be validated and signed before providing to the Contract Administrator prior to the Contract start date. Update listings shall be provided when any employee's status or information changes by the site manager.

Reporting Requirements

The Contractor shall report to the Chief, Security Forces, or designee any information or circumstances of which they are aware may pose a threat to the security and/or safety of DOD personnel, Contractor personnel, resources, and classified or unclassified defense information IAW AFI 71-101, Volume 1 & 2.

Incident Reporting

The Contractor shall immediately report all incidents to the Chief, Security Forces, or designee. Incidents include, but not limited to, weapons discharge, breach of security, accidents, procedural violations, and injury to persons or property. The Contractor and all employees shall not discuss or provide any information concerning any incident with any other private, civil, or Government organizations without permission of the Chief, Security Forces, or designee, and the Contracting Officer.

Testifying Responsibility

Contractor is required to fully cooperate if called upon to testify or submit a statement in a court-martial or any related court or legal proceeding. Contractor employees called upon to testify will do so in duty status. Cost associated with this task shall be included as overhead to the Contractor. Replacements must be provided for guards who testify in duty status to ensure all posts are fully manned at all times.

Physical Security Work Areas

Contract employees shall comply with installation operations plans/instructions for Force Protection Condition procedures, Random Antiterrorism Measures (RAMS), and local search/identification requirements. The Contractor shall safeguard all Government property.

Duty/Work Areas

The Contractor shall adhere to local installation procedures for entry to areas where Contractor personnel will work.

Key Control

The Contractor shall establish and implement key control procedures to ensure keys issued to the Contractor by the Government are properly safeguarded and not used by unauthorized personnel. The Contractor shall not duplicate keys issued by the Government. Lost keys shall be reported immediately to the Site Manager. The total cost of lost keys, re-keying, or lock replacement shall be reimbursed to the Government as a Claim against the Contractor. Contractor employees shall not use keys to open work areas for personnel other than Contract employees engaged in performance of duties, unless authorized by the Chief, Security Forces, or designee.

Prior To Employment Security Screening

The following background checks will be conducted and completed for all Contractor personnel performing services under this Contract. Further, all Contractor personnel are subject to periodic background checks throughout the duration of this Contract, at the discretion of the Government.

4. Wants and Warrants Investigations. The Contractor shall perform and provide a pre-employment Wants and Warrants investigation on each individual to the extent required for State armed guards in the State of performance. Investigations shall include, at a minimum, employment history, verification checks of conviction records, ongoing criminal charges, credit check, driving record, and proof of possession of a valid driver's license. The Contractor is



responsible for pre-employment background investigation costs. The Contractor will provide all investigation results to the Chief, Security Forces, or designee upon request.

5. NCIC and NAC Requirements. After a preliminary review/evaluation/candidate endorsement, the Contractor shall provide the Chief, Security Forces, or designee the name (First, Middle, Last) and full social security number and date of birth of each recommended prospective guard candidate. The Government will perform a National Crime Information Center (NCIC) check on all prospective Contractor on-site employees. If NCIC results indicate an individual does not meet National Agency Check (NAC) requirements, the Government reserves the right to require removal under this Contract. The Contractor may temporarily assign a potential employee pending a favorable NAC report if the Contractor has submitted all required information to the Government and there is no known disqualifying information.

**Inquiries: OPM-CFIS, Customer Services Group, (202) 606-1042
OPM-FIPC, Customer Services Group, (724) 794-5612**

6. Lautenberg Amendment. Persons who are prohibited by 18 U.S.C. 922(d) (9) and (g)(9), Lautenberg Amendment, from possessing firearms cannot be employed under this Contract. This includes persons who have been convicted of, or charged with, any felony, or have been convicted of a misdemeanor crime of domestic violence, or who are subject to a court order that restrains the person from harassing, stalking, or threatening. Further, the Contractor must present to the Contracting Officer any known evidence of criminal misconduct by a prospective or current employee. The Contracting Officer, in their sole discretion, will determine whether such misconduct is a disqualification from employment. Personnel currently employed who are formally charged with a criminal act (to include domestic abuse shall be suspended from work pending the outcome of such charges).

NOTE: Contractor will brief each employee on the Lautenberg Amendment and complete a DD Form 2760 on each employee. The briefing and Form must be completed before that employee receives Government provided training and annually thereafter. Contractor will provide the Chief, Security Forces or designee documentation of all initial and annual briefings.

General Information

- b. Place of Performance/Hours of Operation. The Contractor shall support the CRTC Security Forces at the Alpena Combat Readiness Training Center addressed in this Contract. The shift start/stop times will be determined by the Chief, Security Forces, or designee. Recommend Contract security personnel not exceed 40 hours per week excluding related Post-Associated Time (PAT). PAT is defined as time required for weapons/equipment issue and turn-in, pre- and post-shift briefings (Guard mount) and transit time to and from post. PAT for the Alpena CRTC is **estimated** to be 20 minutes prior to and 10 minutes after each shift. PAT does not include 30 minutes for lunch. All Contract employees will be required to respond as directed when taking lunch. This time will be considered returned to the employee during down time throughout each tour of duty. Contractors will not disarm or leave base as this will affect manning and response capability. Lunches will be consumed on base. All Contractor employees will receive all Guard mount information pre- and post-shift from Security Forces shift supervisor prior to posting. The Contractor's Guard shifts will coincide with the installation's SF unit shift start and stop times. The Contractor will stand Guard mount pre- and post-shift briefings along with the local SF personnel. All PAT costs will be absorbed by the contractor and not by the government.

6. Assigned ANG Security forces supervisors will post schedules in ECC at least three (3) calendar days before the beginning of each workweek.



7. All ANG Security shift personnel at the Alpena CRTC generally perform on three (3) shifts. Days off are scheduled by the assigned ANG Security Forces seven (7)-level shift supervisor. Schedules are assigned based on mission requirements.
8. Intelligence, FPCON and available manning ultimately dictate the type of schedule required. CRTC SFS will notify Contract Security Employees and Contractor at their earliest convenience when a change is required. It's important to note that this scenario usually happens during contingency operations with short notice.
9. Contract Security personnel shall not perform any duty in excess of 12 hours and must have at least eight (8) hours rest between shifts. **The consumption/intake of alcoholic beverages or other substances that would impair/alter judgment or performance during the eight (8)-hour period prior to a scheduled shift is prohibited.** Employees must be fit for duty.
10. The shift supervisor will provide shift relief for employees during meals (when possible) and OJT/standardization and evaluation training and testing.

Scheduling:

Shift hours are as follows:

- * 0800-1600 (day shift)
- * 1600-2400 (afternoon shift)
- * 2400-0600 (midnight shift)

* Note: Shift times do not include Post Associated Times and may be changed to meet mission requirements. 12 hour shifts may be implemented during times of contingencies, in which case the shifts of 0700 – 1900 hours and 1900 – 0700 hours would be implemented.

Contract personnel shall receive all Federal Holidays. If the person is scheduled to work on a federal holiday said person will be paid time and a half (based on basic pay). If a person is called in on a holiday to cover a shift, the employee will be paid double time (based on basic pay). The Federal holidays are as follows: New Year's Day, MLK, Jr. Day, President's Day, Labor Day, Columbus Day, Independence Day, Memorial Day, Veterans Day, Thanksgiving Day and Christmas Day.

4. Overtime Requirement: Providing 24-hour SF operations mission coverage will be expected of contract security personnel. As they prepare for normal shift operations, police and security guards will require overtime to accomplish their mission. There are numerous duties, activities and situations that will require the need for overtime. Although not all inclusive, some of this time involves the pre-shift and post-shift activities. Pre-shift activities will normally consist of the issue, receipt, inspection and function check of the security equipment. Other activities are briefings on vehicle and weapons safety, current threat, various procedures and changes, and security deficiencies/items of interest. These activities may be part of the unit's guard mount. Post-shift activities include the turning in of all equipment issued for the shift. It may consist of completing and filing/entering reports and paperwork. Routine pre and post-shift activities are prescribed in governing documents to include law enforcement/security directives and technical orders. Overtime is also required when transporting the contract security personnel to and from the security forces facility (where the pre and post-shift activities occur, e.g. armory). A determination of the appropriate amount of overtime will be based on the distances to and from the fixed posts, amount and type of equipment being used, number and complexity of checks required, frequency and depth of briefings. Additionally, there may be occasions when an oncoming shift does not have sufficient personnel to meet all mandatory posting requirements. Normally the requisite number of personnel from the off-going shift would be held over for the minimum time necessary until additional personnel can be obtained. The appropriate amount of overtime would be provided in such cases.



- Overtime can easily become an excessive expense. Contract security managers and supervisors will strictly monitor overtime to ensure that the appropriate amount is authorized given the factors associated with each post. Generally, the most common time for a post requiring in-place change over is .5 hrs per shift.
5. Privacy Act. Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable rules and regulations. Violations of the privacy act will be immediately reported to the Chief, Security Forces, or designee.
 6. Minimum Guard Requirements. Contractor guards shall meet all pre-employment requirements prior to assuming Government posting duties. Contractor will ensure that all guards meet the following qualifications prior to posting with the exception of the visitor controller who will only accomplish administrative duties:

Must pass an initial pre-employment medical examination and periodic medical examinations

Must pass a required initial and annual Physical Agility Test

Must meet established hearing standards and discern colors, contrast, and depth

Must undergo initial and periodic job compatibility assessments

Applicant must be qualified in the use of required weapon(s). To mitigate AF liability for injuries to potential DAF CP/SGs that could occur during the conditional employment phase of the hiring process, applicants will conduct weapons qualification after such a person is accepted as an AF employee, rather than during the conditional employment phase. This policy measure is recommended in the legal review by the Labor Law Field Support Center/Labor Relations Law Branch. If an employee (applicant/incumbent) is unable to qualify on the required weapon(s), the employee can be removed as Contract Security Personnel as weapons qualification is a requirement to perform the employee's assigned duties.

Must wear a uniform and meet applicable Contract Security Personnel dress and appearance standards contained within. Subject to annual duty position evaluation (DPE) on a pass/fail standard. See paragraph 5.2 for course of action upon failed DPE. (AFI 31-283)

Must possess an automobile drivers' license currently valid in the State in which they are domiciled or principally employed and must complete OF Form 345, as per AFI 24-301, *Vehicle Operation*.

Training standards to include flight line-oriented tasking SRT member duties, establish a temporary restricted area, tactics) are reflected in Contract Security Personnel CFETP.

Standards of Appearance - Contract employees' appearance will be neat, fit, well groomed, and present a professional image. Police and Security Guard employees will maintain a high standard of dress and appearance at all times. Public views of police and guards are shaped by their appearance. Personnel will project a professional image at all times while on duty and in uniform dress.

General Wear of Uniform - Uniform items not specifically authorized by this chapter are not authorized for wear. However, unit commanders may authorize additional apparel required to ensure that employees can perform their full range of duties in harsh or unusual conditions or to improve safety (such as reflective vests). Uniform/uniform items will be free of all rips, tears, frays, chips, fading, holes, etc.



Uniforms will be maintained clean, serviceable, and wrinkle-free (purchase of permanent press garments is highly encouraged). Tailoring may be used to improve the fit of the uniform, but it may not alter the general overall appearance of the uniform.

Metal devices and insignia will be free of scratches.

Shoes and boots will be clean and polished (if applicable to the skin of the footwear).

Repairs to uniforms may not be obvious.

Articles carried in pockets (e.g. wallet, checkbook) will not protrude, be visible, or present a bulky appearance. Keys and key chains will not be visible or attached to belt loops or belts unless required for duty. When issued, a Government mobile phone may be attached to the belt.

All buttons on the uniform will be buttoned (shirt, cuffs, pockets), whenever possible, with the exception of the collar button.

While in uniform, employees will refrain from placing their hands in their pockets except briefly to place or retrieve an object.

Wrist watches, wrist identification bracelets, including a conservative style POW/MIA identification bracelet (only one item per wrist), and not more than two rings (wedding ring set is considered one ring) are authorized with uniforms unless prohibited for safety or determined by the unit commander to be a distraction or of questionable taste.

All duty belt accessories will be plain black leather or nylon.

Police and Guards will carry their government issued identification card at all times when on duty.

Female personnel may wear one set of post/stud style earrings attached to the ear lobe and will not rise above the ear canal opening. Dangling and hoop style earrings are not authorized. Male personnel are not authorized to wear any type of earring while in uniform.

No body piercing will be visible while on duty (e.g. tongue, eyebrow and nose).

A necklace may be worn when wearing the uniform; however, it will be concealed beneath the t-shirt and not visible to the public.

Hygiene and Body Grooming - All personnel will maintain good daily hygiene and wear their uniforms so as not to detract from an overall professional appearance. Offensive tattoos as defined by the unit commander (including profanity, gang affiliation, nudity, or sexually, religiously, or racially insensitive designs), which would bring discredit or embarrassment upon the Air Force, will not be visible while on duty. Tattoos on the neck, face, and hands are not permitted. Excessive tattoos/brands will not be exposed or visible (includes visible through the uniform) while in uniform. Excessive is defined as any tattoo/brands that exceed 1/4 of the exposed body part and those above the collarbone and readily visible when wearing an open collar uniform. Members should not be allowed to display excessive tattoos that would detract from an appropriate professional image while in uniform. Commanders should use these guidelines in determining appropriate image and acceptability of tattoos displayed by members in uniform. Contract Security Personnel members with tattoos not meeting an acceptable image should be required to (a) maintain complete coverage of the tattoos using current uniform items (e.g. long-sleeved shirt/blouse, pants/ slacks) or (b) remove tattoo(s). Members failing to remove, cover, or alter excessive tattoos or who choose not to comply with acceptable standards may be subject to involuntary separation.

Standards of Personal Appearance – Contract Security Personnel must maintain a neat, clean, and professional personal appearance while performing their duties in the presence of the general public.

Hair (General) - Extreme and fad style haircuts and hairstyles detract from professional appearance, as do lines or designs cut into the hair or scalp, and are prohibited. Dyes, tints, or bleaches must be colors that are natural to human hair and not present an extreme appearance. Personnel may wear a wig or hairpiece in uniform to cover natural baldness or physical disfiguration. These will conform in appearance to the standard hair criteria stated in (See Attachment 7). The Chief, Security Forces may ban wigs and hairpieces for employees on duty on the flight line, or when they are wearing protective gear which relies on secure contact/restraints (e.g. helmets, gas masks).



Standards for the Male Employee.

Hair - Hair will be groomed to present a neat appearance. Length and bulk of hair will not be excessive so as to detract from an otherwise neat appearance. Hair will present a tapered appearance and when combed will not fall over the ears or eyebrows or touch the collar except for the closely cut hair at the back of the neck. The bulk or length of hair will not interfere with the normal wear of required headgear. Braids, cornrows, micro-braids and dreadlocks are not authorized.

Sideburns - Sideburns will be trimmed and will not extend below the lowest part of the exterior ear opening. A flared appearance will be avoided.

Shaving - The face will be clean-shaven with mustaches permitted. When a mustache is worn, it will be neatly trimmed and not extend beyond the lip and the corner of the mouth. Handlebar mustaches, goatees, and beards may not be worn. When appropriate, medical authority may prescribe beard growth with the length required for medical treatment specified.

Fingernails - Fingernails will be clean and neatly trimmed so as not to interfere with performance of duty, detract from the professional image, or present a safety hazard.

Standards for the Female Employee.

Hair - Hair will be neatly groomed. The length and bulk of the hair will not be excessive or present a ragged, unkempt, or extreme appearance. Hair will not be worn in an extreme or fad style or violate safety requirements. It will not extend below any side of an invisible line drawn parallel to the ground at the bottom edge of the shirt collar regardless of length. The length of the hair will not be excessive. Hair will not include the wear of ornaments such as ribbons, beads, jeweled pins, or hair scrunchy. Hairstyles will not interfere with proper wearing of headgear.

Hair Ornaments - Hair holding ornaments (such as barrettes, pins, clips, and bands), when used, must be plain and similar in color to the hair, and will be inconspicuously placed.

Cosmetics - Cosmetics are authorized for wear when applied conservatively and in good taste. Exaggerated or faddish cosmetic styles are inappropriate with the uniform and will not be worn. Lipstick colors will not distinctly contrast with natural complexion and will not contrast with the uniform.

Fingernails - All personnel will keep fingernails clean and neatly trimmed not to exceed ¼ inch in length, so as not to interfere with performance of duty, detract from the professional image, or present a safety hazard. If used, nail polish must be a single color to compliment skin tone, or a natural dual-tone. French manicure, polished or natural nails will not include decorations.

Wearing of Eyeglasses, Sunglasses, and Contact Lenses

Wear of Eyeglasses and Sunglasses - Prescription eyeglasses are authorized for wear with all uniforms. Eyeglasses must be plain and non-descript so as to not interfere with performance or the professional appearance. Wear of glasses and sunglasses will be worn IAW current AF policy. Eyeglasses/sunglasses will be worn in the manner for which they were made. Retainers (cords) for eyeglasses or sunglasses may be worn at the commander's discretion, but must be of a conservative color and design that is compatible with the uniform. Retainer cord will be tightened snugly to give a professional appearance and so that it doesn't hang behind the neck. Police and guards should remove their sunglasses when conversing with the public whenever possible.

Wear of Contact Lenses - Only prescription contact lenses are authorized for wear in uniform. Trendy or extreme-colored lenses, or those that change the contour or appearance of the iris, are not authorized. Opaque lenses prescribed medically for eye injuries may be worn.



Exceptions - Address questions on items not discussed in this directive to the unit commander. Personnel may deviate from the uniform and personal appearance standards in unusual circumstances, and only after obtaining approval from HQ USAF/A7S.

General Information – Contract Security Personnel wear a distinctive uniform for quick identification, and because they are constantly in the "public eye," they must set the highest standard of dress and appearance.

Mental demands. Contract security personnel must be mentally alert at all times and capable of taking prompt, efficient action to mitigate emergency situations such as fire, attempted theft, espionage, sabotage, and other acts detrimental to safeguarding Government personnel and property.

Physical Demands. Contract employees are expected to be physically able to perform the following functions in the performance of their assigned duties: frequent and prolonged walking, standing, sitting, stooping, climbing, crawling, jumping, occasional running or sprinting, and subduing and detaining violent, or potentially violent, individuals. They must be able to lift up to 70 pounds and administer self-aid and buddy care as defined by AFI 36-2238 and AFH 36-2218 Volumes 1 and 2. The Contractor employees shall be capable of performing all duties without regard to any physical limitations that would preclude full performance of duty. Physical stamina and strength in all of its forms (endurance, temperature/climate, stress, etc.) is a basic requirement of this position.

PHYSICAL FITNESS STANDARDS

Mandate - After the attacks of 9/11, AF installations have been operating under sustained anti-terrorism/force protection operations; preparing for attacks which can be both unpredictable and catastrophic. The Air Force Physical Agility Test for Civilian Applicants for Police and Security Guard Positions standards, quantify the AF's expectations.

PT Applicability - Successful completion of the PAT is applicable to civilian applicants in the OPM occupational series 0083 (Civilian Police), 0085 (Civilian Security Guard), and 0080 (Civilian Security Specialist with parenthetical 'Law Enforcement'). Passing the PAT will be a condition of initial and continuous employment, similar to weapons qualification. It is a minimum requirement of the position. Tests will be conducted on a regular recurring basis (at least annually). A medical screening of applicant will be conducted IAW 5 CFR Part 339, Medical Qualifications Determinations, and DoD Manual 6055.05M (11 November 2008), prior to the PAT. The PAT serves to provide a measure of the individual's preparedness to successfully accomplish the essential functions of the position. A Physical Training Leader will conduct the PATs for standardization.

Condition of Employment - The AF expects that civilian police and guards will be able to fulfill a full range of activities under sometimes arduous and unforgiving conditions, performing integrated defense tasks which may be life threatening. The physical agility standards that the AF is implementing quantify the AF's expectations. In order to meet the condition of employment standard, the individual tested must successfully pass the established standard for each of the four elements of the PAT.

Frequency - The PAT will be conducted annually and documented by the SF unit for Contract Security Personnel, with a minimum of four months separating the tests. If a unit conducts all its PATs in a single month, a new hire will not be required to complete the test again for at least 4 months (e.g. officer hired in December would not be required to test in January). Job descriptions and performance plans/performance standards/position descriptions will contain the PAT requirement. The PAT will be conducted no later than 12 months from the date of the last Record PAT.



Applicant - An applicant Contract Security Personnel must be advised in writing, and CPO will maintain a copy, at the time of initial employment that they are required to take a diagnostic PAT within 30 days of being medically cleared AND pass the record PAT within 90 days of appointment. At units with CBA ensure the applicant completes the PAT prior to the final offer of employment to mitigate delays. If the diagnostic PAT is passed it will be sufficient. Applicants must sign a statement acknowledging they have been so advised (See Attachment 2). Thereafter, physical agility testing will be required annually. For applicants, the initial testing requirement must be met after a conditional offer of employment and before the final offer of employment. All elements of the PAT must be accomplished at each session. Each applicant will be authorized to take the test twice. After the second failure, the conditional job offer will be withdrawn.

Current Incumbent - Current Contract Security Personnel employees are required to take an initial, diagnostic PAT within 30 days of being medically cleared and must pass the record PAT within one year from the date of their medical clearance; thereafter, annual physical ability testing will be required for all Contract Security Personnel. If the diagnostic PAT is passed it will be sufficient. In order to meet the condition of employment standard, the individual tested must successfully pass the established standard for each of the elements of the PAT. All elements of the PAT must be accomplished at each session. If the Contract Security Personnel fails the PAT, they will be required to pass the retest within 90 days. If the Contract Security Personnel fails the second PAT, the DFC will be notified and CPO/CPF will be contacted for advice regarding options defined by applicable Federal and/or agency instruction for personnel who no longer meet the minimum PAT qualifications for a Contract Security Personnel position. Incumbent Contract Security Personnel converting to CP must pass the PAT prior to initial employment for the new position.

Duty Time Exercising - IAW AFI 36-815, Installation Commanders or heads of serviced organizations may excuse civilian employees for physical fitness activities up to 3 hours per week based on mission and workload requirements. When Contract Security Personnel are excused, DFCs/designated SF representative will establish a monitoring system to document a record of member participation.

Timing - The DFC designated representative/PTL will conduct PAT testing initially and annually for all Contract Security Personnel personnel.

Standards - AF PAT standards for applicants of 0083/0085/0080 (Law Enforcement) positions will consist of the following:

Procedures/Order for Testing

Warm-up - Typical warm-up for 3 minutes should include slow jogging-in-place or walking in place and slow joint rotation exercises (for example, arm circles, knee/ankle rotations) to gradually increase the joint's range of motion, and slow, static stretching of the muscles to be used during the upcoming activity.

Sit-ups - Execute 29 sit-ups in two minutes; followed by a 10 minute break. Demonstrates core abdominal muscular strength and endurance which are used in self defense and high intensity arrest or detention simulation training. Further, these muscles are important for performing tasks involving the use of force. It also helps to maintain good posture and minimize lower back problems. Start with knees bent at a 90 degree angle, with the feet/heels in contact with the floor at all times. Arms will be crossed over the chest with the hands at the shoulders or resting on the upper chest. The participant may request to have their feet held down or use an anchored toe-hold bar. A complete sit-up is accomplished when the upper torso of the participant is raised off the floor/mat, the elbows touch the knees or thighs, and the upper torso is then lowered until the shoulder blades touch the floor/mat. The hands must stay in contact with the shoulders/upper chest at all times.



Sprint - Sprint 300 meters in 81 seconds; followed by a 10 minute break.

Demonstrates anaerobic capacity used in high intensity baton and defensive tactics training, and is important for performing short, intense bursts of effort such as foot pursuits, rescues, and use of force situations. At the starting line, on a flat surface, run 300 meters as quickly as possible. Participants will start at the direction of the timer and recorded with stopwatch to the nearest second.

Pushups - Execute 21 pushups in two minutes; followed by 10 minute break.

Demonstrates upper body muscular strength and endurance of the upper body muscles in the shoulders, chest, and upper arms used in high intensity self-defense and arrest simulation training. This is important for the use of force involving pushing motion, breaking one's fall to the ground, use of the baton, climbing over walls and fences, etc.

Assume a front leaning rest position with the hands placed comfortably apart, the feet together, or up to 12 inches apart, and the body forming a generally straight line from the shoulders to the ankles.

Keeping the body straight throughout the exercise, lower the body until the upper arms are at least parallel to the ground. Then push up to the initial position by completely straightening the arms, to complete one count of the exercise.

Run - Run 1.5 miles in 17:30 minutes.

To demonstrate cardio-respiratory endurance (or aerobic capacity) used in extended control and defensive tactics training. This is important for performing tasks involving stamina and endurance (pursuits, searches, prolonged use of force situations, etc.) and for minimizing the risk of cardiovascular health problems.

At the starting line, on a flat surface, run 1.5 miles as quickly as possible. Walking part of the 1.5 mile run will not disqualify the participant as long as they meet the time standard. Participants will start at the direction of the timer who will measure the time with a stopwatch and record the result to the nearest second.

Altitude Adjustments - For geographical areas that vary in altitude, altitude adjustments will be made for the 1.5 mile run. At an altitude of 5000 feet a 30 second time adjustment is made. An additional 10 seconds will be added for every subsequent 1,000 feet of altitude up to 8,000 feet (for a total of 60 seconds). At 9,000 feet in altitude the time increases by an additional 15 seconds (to 75 seconds total). The time adjusts by 15 seconds for every subsequent 1,000 ft up to 12,000 ft (120 seconds total). At 5,000 feet the time criteria will be 18:00 min vs. 17:30 below 5,000 ft. At 12,000 feet, the time criteria will be 19:30.

Cool-down - Typical cool-down for 5 minutes should include walking and stretches of the muscles that were used until heart rates return to less than 100 beats per minute (BPM) and heavy sweating stops.

Retesting Procedures for PAT

The complete sequence of PAT elements will be performed for each PAT retest.

Temporary Medical Restrictions - The Contract Security Personnel who are temporarily medically restricted from performing the functions of their job, to include taking the PAT, will be exempt from taking the PAT for the duration of the temporary medical restriction. Once the temporary medical restriction has been lifted and the individual has been medically cleared to return to full duty, he/she will have 90 days to complete the PAT. Individuals not meeting the physical requirements of their assigned position will be removed from this Contract upon the Contracting Officer's request.



Medical Examinations.

6. **Medical Standards.**

To achieve its mission of delivering security services to protect Air Force and Department of Defense (DoD) personnel and resources worldwide, the Air Force requires a capable and physically fit Contract Security Personnel work force.

The Air Force medical examinations include:

Pre-employment exams.

Fitness for duty exams.

Periodic occupational health and injury compensation examinations.

Chemical, breath, blood, or urine tests prescribed by AFI 31-218 (I), *Motor Vehicle Traffic Supervision*, and existing laws.

Disclosure of these and similar medical examinations and the resulting medical records and information are prescribed by AFI 41-210, *Patient Administration Function*, and do not fall under confidentiality requirements.

Medical evaluation for Contract Security Personnel applicants and current employees will be conducted in accordance with prescribed OPM and DoD 6055.05M, *Occupational Medical Examinations and Surveillance Manual*. The following excerpts from applicable laws, regulations and policies are provided for informational purposes.

Law: 5 U.S.C. Section 3301, Civil Service; generally the President may ascertain the fitness of employees as to age, health, character, knowledge, and ability for the employment sought.

Code of Federal Regulations: 5 CFR Part 339 – Medical Qualifications Determinations Coverage. This part applies to all employees or all employees in competitive or excepted service positions.

Purpose and Effect, subparagraph (c). Failure to meet a properly established medical standard or physical requirement under this part means that the individual is not qualified for the position unless a waiver or reasonable accommodation is indicated, as described in subparts 339.103 and 339.204. An employee's refusal to be examined in accordance with a proper agency order authorized under this part is grounds for appropriate disciplinary or adverse action.

Medical Standards. The Office of Personnel Management (OPM) may establish or approve medical standards for a Government-wide occupation (i.e., an occupation common to more than one agency). An agency may establish medical standards for positions that predominate in that agency (i.e., where the agency has 50 percent or more of the positions in a particular occupation). Such standards must be justified on the basis that the duties of the position are arduous or hazardous, or require a certain level of health status or fitness because the nature of the positions involves a high degree of responsibility toward the public or national security concerns. The rationale for establishing the standard must be documented. Standards established by OPM or an agency must be established by written directive and uniformly applied; directly related to the actual requirements of the position; and, consistent with OPM instructions published in 5 CFR Part 339.

Physical Requirements. Agencies are authorized to establish physical requirements for individual positions without OPM approval when such requirements are considered essential for successful job performance. The requirements must be clearly supported by the actual duties of the position and documented in the position description.

Medical evaluation programs. Agencies may establish periodic examination or immunization programs by written policies or directives to safeguard the health of employees whose work may subject them or others to significant health or safety risks due to occupational or environmental exposure or demands. The need for a medical evaluation program must be clearly supported by the nature of the work. The specific positions covered must be identified and the employees or incumbents notified in writing of the reasons for including the positions in the program.



The Contract Security Personnel medical examination program includes a mandatory medical evaluation prior to performing the PAT, pre-placement medical examination, periodic medical examinations, and return to duty or fitness for duty examinations when the employee develops a medical condition that permanently impacts their ability to perform the essential functional and work condition elements of the position. Employees must report and provide complete and accurate medical information to the examining and reviewing physicians, and disclose any prior health issues or treatments -- including mental health issues or treatment. A civilian doctor can be used to perform the examination, but must be reviewed by a MRO with Federal Status.

The Medical Review Officer (MRO) shall be a currently licensed doctor of medicine (M.D.) or osteopathy (D.O.) assigned to the base Military Treatment Facility. The MRO shall be qualified to provide professional expertise in the areas of occupational safety and health as they relate to the program and policies established under this program.

Civilian employees at occupational risk for vaccine-preventable disease. In accordance with AFJI 48-110, *Immunizations and Chemoprophylaxis*, Federal civilian employees at risk of exposure to an infectious disease associated with their occupation will receive appropriate immunizations without charge at military activities. Immunizations will be administered upon recommendation of the responsible occupational medicine authority. For Federal employees in a bargaining unit, local management must meet applicable labor relations obligations before implementing any changes to the bargaining unit employees' conditions of employment. Civilian personnel offices provide guidance on these matters.

7. **Medical Evaluation Program**

The purpose of the Medical Evaluation Program is to ensure Contract Security Personnel are able to safely perform the physical fitness and work condition requirements for their position.

An initial medical evaluation will be completed on all Contract Security Personnel upon employment, periodically and on termination if there is a reasonable belief the employee was exposed to a job related hazardous material or condition that adversely could affect the employee's health. The offer of employment will be contingent on medical certification of the ability to perform the essential job functions. The initial medical evaluation will be accomplished during initial pre-placement evaluation of potential selectees.

Veterans must provide a (VA Certificate) as part of the application process if they claim veteran's preference as a disabled veteran. The VA Certificate provides eligibility for the preferential treatment by the personnel community.

The VA Rating Decision is a critical document that not only provides information regarding the percentage of disabilities(s) that have been determined to be service-connected but also provides an extensive analysis of the medical basis used to support the disability rating. Each veteran who has been awarded veterans preference based on a service-connected disability for hiring, will bring their VA Rating Decision to all physical examinations. This will allow the medical officer to fully understand the limitations which may be placed on the individual based on the documented rationale for the disability ratings. The VA Ratings Decision form does not challenge the right to preferential hiring but merely provides the AF Medical Officer with details of the disabilities.

The Contract Security Personnel, periodic medical evaluation must not exceed a three year period. The examining physician will tailor this periodic evaluation as clinically indicated, based upon risk factors, and in accordance with guidance from Air Force Surgeon General (HQ USAF/SG). Supervisors are responsible for coordinating the evaluation of their personnel. A medical evaluation may be accomplished more frequently if, in the interim, there are medical signs or symptoms suggestive of a medical condition that might interfere with the performance of essential job functions, or at the discretion of the examining physician. Continuing medical evaluations (including cardiovascular evaluation) of DAF CP/SG will be accomplished in accordance DoD Manual 6055.05M, *Occupational Medical Examinations and Surveillance Manual*, (See Attachment 5). These documents assist the



examining physician in identifying conditions that ordinarily might be expected to interfere with the performance of one or more essential job functions as described in (Attachment 4). Individual medical information, such as hospital records, specialized tests, or an examination by another medical specialist, may be required to determine if an individual can perform the essential functions of the job, with or without reasonable accommodation. If a condition develops in a Contract Security Personnel employee that permanently restricts the individual from performing the essential functional or work conditions of the position, the MRO should place the individual on appropriate restrictions until a Fitness For Duty determination can be made per 5 CFR Part 339. The DFC will be advised promptly of any medical condition that may impact the employee's ability to perform the essential functions of the job. When the DFC's evaluation suggests the employee's ability to perform essential functions of the job is affected for a significant period longer than 3 months with no possible solution, the DFC/Supervisor shall notify the servicing CPO. The servicing CPO and the servicing legal advisor will assist the DFC with any appropriate personnel action. Termination exams include evaluations prompted by potential work exposures or as otherwise clinically indicated.

Specific knowledge of the tasks typically performed and the conditions under which the tasks are performed are a crucial component necessary to render an accurate occupational medical opinion. Resources that describe police officer/security guard qualifications, but not limited to, are: description of duties, training requirements, qualifications/classification standards, and essential job tasks (see Attachment 4). The OF 178, *Certificate of Medical Examination*, or equivalent, will be used to document the medical provider's evaluation and disposition.

A medical certificate signed by a military facility physician, to verify the individual is able to perform the PAT with minimal risk to safety and health will be completed initially and prior to each Diagnostic PAT (see Attachment 3). The examining physician will check all items of medical significance necessary to accurately report sufficient medical information to fully describe the individual's current medical condition, including reviewing the individual's medical history. The signed medical certificate will be submitted by the employee to the SF Unit prior to the individual performing the PAT. The Medical Review Officer (MRO) should be consulted as the final approving authority when there are questions.

During an incumbent's medical evaluation, when the examining physician identifies one or more medical conditions that will interfere with the DAF CP/SG's performance of the essential functional or work conditions of the position and a medical standard disqualification recommendation must be conducted, the AFSFC/CC appoints an MRO and creates an Air Force Security Forces Qualifications Review Board (SF-QRB) to make the necessary employment-related decisions (See Attachment 12).

All medical examinations required of applicants and incumbent DAF CP/SGs under this AFI will be conducted in government facilities when possible and will be done at government expense. The Contractor shall ensure that all personnel are free from any conditions that would interfere with the full performance of duties, as demonstrated by the results of a physical examination prior to their performance start date. Disqualifying conditions include presence of any blood borne pathogens, including hepatitis and HIV. The Contractor must ensure **current immunizations meet the local civilian law enforcement requirements prior to performance start date.**

8. **Drug Screening.**

All Contract Security Personnel will be subject to the AF random drug testing program as a condition of employment. Contract Security Personnel applicants will receive a drug test (Condition of Employment for Certain Civilian Positions Identified as Sensitive Positions Under the Department of the Air Force, Drug-Free Federal Workplace Program) and pass the drug test per DoDD 1010.9, *DoD Civilian Employees Drug Abuse Testing Program*, and AFI 36-810, *Substance Abuse Prevention Control*, before being hired. Additionally, drug



testing may be required as a result of an accident or an unsafe practice and for employees in sensitive positions. The extent to which such employees are tested and the criteria for such testing shall be determined by the Head of each DoD Component, based on the mission and its employees' duties, the efficient use of resources, the danger to public health and safety or to U.S. national security that might result from the failure of an employee to discharge his or her position adequately. The contractor is responsible for all associated costs of drug screening for Contract employees throughout the term of this Contract. Contractor is responsible to conduct initial drug tests for all employees prior to performance start date. Drug testing will meet or exceed all state and local requirements. A positive initial drug test disqualifies the individual from employment under this Contract. Employed Contract personnel are subject to random drug screening at all times. The Contractor shall conduct, at a minimum, random drug screening on their Contract workforce, resulting in 100% tested within a one (1) year period or within the term of this Contract, whichever is shorter. Contractor will submit timely drug test procedures and results to the Security Forces Manager. Contractor will notify the CRTC SFS/SFM of any positive drug test results within 72 hours of drug test result notification. A positive drug test disqualifies the individual from further employment under this Contract.

9. **Standardization Evaluation (Stan-Eval)/Assessments & Testing.**

Within 60 calendar days of assuming post, and annually thereafter, Contract guards will be administered and must pass a Stan-Eval IAW AFI 36-2225, Chapter 3. The local security forces unit will administer and document the Stan-Eval that consists of a written examination, oral test, performance evaluation, weapons safety, arming, and use of force test, and weapons test. If a Contract guard fails the Stan-Eval, the individual has 15 duty days for review training and must complete a re-evaluation within 15 duty days of review training completion. During the period of review training/awaiting re-evaluation, guards may continue to perform duties as long as they are on a post with other fully qualified guards who have passed their Stan-Eval. Should the guard fail the re-evaluation, they will be permanently excluded from performance under this Contract **pursuant to paragraph titled Permanent Removal of Guard Personnel of this Contract.** It is the Contractor's responsibility to ensure their personnel prepare for the Stan-Eval. The site manager will ensure employees are prepared for any and all testing as documented in the members training folder.

10. **Special Provisions**

- e. **Temporary Removal of Guard Personnel Posing an Imminent Threat.** The Commanders of the Security Forces units or designated representative at locations where Contract guard personnel are performing may direct the Contractor to temporarily remove immediately any individual from duty who poses an imminent threat to safety of personnel or Government resources. The temporary removal will last until the incident prompting removal has been resolved to the satisfaction of the Government. Once the incident has been resolved, the individual will either be allowed to return to work on the Contract or permanently removed from performance on this Contract in accordance with sections below as the Government deems appropriate. Temporary removal of guard personnel does not relieve the Contractor of any performance requirements or create an entitlement to an equitable adjustment.
- f. **Permanent Removal of Guard Personnel.** The Government reserves the right to permanently exclude any individual from performance under this Contract whose performance does not meet standards or fails to pass a security check under this Contract for just cause. Such failure includes, but is not limited to, falsifying reports or statements; mishandling weapons; loss, destruction, or irresponsible use of Government equipment; or other criteria identified in this Contract. When so instructed, the



Contractor shall immediately remove such individual from the site. Permanent removal of guard personnel does not relieve the Contractor of any performance requirements or create an entitlement to an equitable adjustment. The Contractor shall not reinstate on this Contract any employee who has been permanently removed.

- g. Armed Security Guard. The Contractor shall provide 22 state certified/trained and qualified on-duty armed security guards distributed among three (3) shifts from the first day of performance through completion of this Contract in support of IEC, VC, VI, ECC, and SRT functions at the Alpena CRTC in accordance with this Contract and any other mandatory federal, state, local, Department of Defense (DOD), and Air Force regulations (<http://www.e-publishing.af.mil/>), as applicable and applicable Force Protection Conditions (FPCON) to include Random Antiterrorism Measures and additional duties as required to meet mission requirements. In support of their IEC, VC, VI, ECC, and SRT duties, Contractor guards must be able to deter, detect, and detain, by use of necessary force, trespassers or persons who illegally gain, or attempt to gain, access to military bases. Additionally, Contractor guards must be able to detect and detain persons suspected of committing other offenses such as operating a motor vehicle under the influence, improper transport of drugs/explosive materials/weapons and any other skills that are inherent to performance of the tasks of this Contract, in accordance with installation operating instructions provided by CRTC Security Forces (SFS). Such personnel will be detained until Contractor personnel are able to turn them over to law enforcement authorities. **NOTE:** Contractor shall provide all equipment not otherwise furnished by the Government (as stated in this Contract) necessary to safely perform all task requirements set forth in this Contract.
- h. Personnel Records. A copy of all records for each Contract guard, Shift Supervisor, and Site Manager working at the installation shall be maintained at the installation of their employment. These records shall be available for inspection by the Government to ensure compliance with this Contract.
The Contractor shall maintain a copy of each record auditable by the CRTC SFS at a moments notice. Records include, but are not limited to, State training completion, verification of license application, State weapons and state training licenses/certifications, proof of medical and drug clearance for each employee, documented proof of completed local background investigation, and other training documents.

State Furnished Items

The State will provide to the Contractor, for use in the performance of this Contract only, the following information, facilities, property, and equipment.

6. Initial Training: After each guard satisfactorily completes all personnel requirements in this Contract (including meeting all prerequisites to obtain a State guard license in jurisdictions where available), the Government will provide that guard approximately 40 hours of training. Government-furnished initial training includes, but is not limited to:
- n. Unit mission as applicable to the Contractor duties.
 - o. How to use and care for Security Forces facilities and equipment.
 - p. How to perform Installation Entry Control duties, Vehicle Inspections duties, and Visitor Control Center duties.
 - q. Authority and areas of jurisdiction to include the Arming and Use of Force Training (including Deadly Force) IAW AFI 31-207 and AFMAN 31-222.



- r. Familiarization with Memorandums of Understanding or assistance agreements with local supporting agencies.
 - s. Government Drivers Training and licensing, as required by the Government.
 - t. Safety.
 - u. Routine, Exercise and Emergency Actions to include: Safe Haven, bomb threat, HAZMAT, explosive shipments, etc.
 - v. Communication procedures (radio, telephone, etc.).
 - w. Expanded initial training requirements, as deemed necessary by the Government. Initial training includes, but not limited to: emergency procedures, standardization and evaluation training, training on other weapons, accountability, and procedures to draw, handle, and turn-in ammunition.
 - x. Ensuring Contractor guards are able to detect and detain persons suspected of committing other offenses such as drunk driving, improper transport of drugs, and transporting explosive materials/weapons, etc. in accordance with installation SOPs and/or special orders.
 - y. Secondary use of force training (tactical baton, nightstick and/or Oleoresin Capsicum (OC) spray, and/or TASER).
 - z. Tour of Duty exercises
7. Small Arms Firing Range Time:
Small arms firing ranges are available on this site. The Contractor will need to coordinate with CRTS SFS for range space availability. Contractor is responsible for making timely alternative range arrangements. Government will provide oversight to ensure Air Force Qualification Course (AFQC) standards are met.
8. Weapons and Ammunition:
Government is responsible for storage and issue of Contractor owned weapons and ammunition. These weapons and ammunition may be stored immediately upon Contract award after completion of a joint inventory. Government is responsible for providing weapons storage racks/containers. The Government will issue weapons and ammunition from Contractor's supply to each Contract guard prior to posting and return all issued weapons and ammunition at the end of each shift to Contractor's supply.
9. Office Space:
Government will provide Guardmount area as required. Telephone access shall be made available for the local area only and will be made available only to the site manager. Contractor is responsible for providing a computer and printer along with all peripheral computer equipment and supplies for each Site Manager. If the installation provides LAN access, the Contractor shall be required to comply with installation computer security requirements when accessing the Government LAN.
10. Duty Equipment Storage:
Government will provide Contract employees with storage for duty equipment in CRTS SFS locker room. Contract personnel must provide their own lock for securing items.



State Responsibilities

2. The agency shall supply, if applicable:
 - a. All reporting forms as necessary, for the Contract locations. For example (additional reports may be requested):
 1. Major incident report.
 2. Register for authorized building entry/departure.
 3. Removal of physical property report.
 4. Lost and found envelope.
 5. Shift security summary.
 - b. All necessary keys, a receipt for same to be signed by the Contractor. Keys shall not be loaned or used for purposes other than official State business. Keys issued shall remain on the premises and not be taken home by an individual security guard.
 - c. Lighting, sanitary facilities and necessary telephone communications. **NOTE:** Contractor shall reimburse the State for all personal call expense incurred by their employees.
 - d. Names and telephone numbers of authorized personnel, including police, fire, etc., to be notified in the event of mechanical failure or emergencies.
 - e. Designation of an on-site DMVA POC/Contract Compliance Inspector or Designee(s) for the day to day administration of the services provided under the proposed Contract.
 - f. The DMVA on-site POC/Contract Compliance Inspector or Designee(s) will meet monthly with staff from the Contractor's administrative office to review reports, discuss the service level(s) provided, discuss the proficiency of security guards assigned, and discuss potential modification(s) to operating procedures.
 - g. In the event that the Contractor has issues that need to be discussed with DMVA, the designated DMVA POC/Contract Compliance Inspector or Designee will meet with the vendor within 3 days of request.
 - h. Training shall be provided by the designated DMVA POC/Contract Compliance Inspector or Designee, if applicable, in:
 4. The correct operation of any security alarm system used at site.
 5. Supervisors in the proper use of on-site procedure manuals. Training updates shall be conducted as necessary, but not less than quarterly.
 6. Administration of written test to all supervisors and guards assigned to location(s) covered under this Contract within two (2) weeks of guards assignment to facility. Random testing of procedures will be given at the Contractor Compliance Inspector's discretion. DMVA reserves the right to have guards and/ or supervisors who do not demonstrate an acceptable level of performance on the test to be removed from the site.
 - i. All other equipment and supplies necessary to meet the specifications of this Contract shall be furnished by the Contractor.



Operating Provisions

1. General and specific orders detailing security guard duties at the DMVA Contract locations, shall be provided the Contractor prior to the term of the Contract. These orders shall be deemed a portion of this Contract and failure to carry out these orders shall be considered a violation of this Contract. In addition, orders may change accordingly depending on the level of security threat at each DMVA location. It will be the responsibility of the supervisor to assure guards are properly notified of specific orders and any changes accordingly.
2. Security guards shall:
 - a. Show respect and courtesy to all persons on all occasions.
 - b. Refer inquiries to appropriate location.
 - c. Be sufficiently knowledgeable regarding building operations to perform their assigned duties.
 - d. Dispose of waste so as not to create custodial chores for others.
 - e. Each security officer shall provide a completed daily log and incident report.
 - f. Exclude non-employees from employees areas except on explicit instructions of the representative. Guards shall be properly trained to question and when necessary detain persons gaining unauthorized access to areas and the installation and to properly notify proper authorities
 - g. Report all incidents immediately to the designated DMVA representative and follow up with a written report by the end of the officer's shift.
 - h. **NOT** visit or fraternize with agency staff, clients, other tenants or visitors to the building.
 - i. **NOT** perform personal chores for anyone.
 - j. **NOT** assemble with other security guards on duty except as required or related to an emergency.
 - k. **NOT** smoke while on duty.
 - l. **NOT** depart from duty station until relieved.
 - m. **NOT** do any of the following while on duty:
 1. Read newspapers, magazines, books or other matter other than State or Contractor issued directives.
 2. Use any musical instrument.
 3. Have pets at work.
 4. Consume alcoholic beverages or narcotics or be under their influence when reporting for or while on duty.
 5. Have relatives or personal visitors.
 6. Sleep or give the appearance thereof.
 7. Consume food or beverages in public view.
 8. Play radios or televisions.
 9. Use space heaters or other electrical appliances.
 - n. **NOT** initiate or receive personal telephone calls on agency telephones. The Contractor shall be responsible for all unauthorized telephone calls placed on State telephones/lines.
 - o. **NOT** wear sunglasses except outdoors, as necessary. Sunglasses must be conservative and non-reflective while on post at the Main Gate and on patrols.
3. The designated DMVA representative, POC, or CCI may give additional written or oral instructions relating to specific installation/base. Contractor must be able to meet those requirements as specified and will be allowed a reasonable response time to meet those requirements.



1.040 Project Plan

1.041 Project Plan Management

Task Owner Timeline

List of sites to be converted provided to Contractor- State of MI
 Project manager assigned to manage rollout- ASCO
 Security vendor selected- State of MI
 Existing site security personnel interviewed -ASCO
 Recruiting begins for vacant security positions-ASCO
 Retained personnel drug tested, trained, qualified-ASCO
 New hires drug tested, screened, trained, qualified -ASCO
 Post procedures, severe weather policies, evacuation plans, floor plans, terrorism plans, and other emergency plans provided to Contractor - State of MI
 Existing post procedures and policies reviewed and updated - ASCO
 New staff provided on the job training - ASCO
 Weekly feedback of transition provided to client - ASCO
 Ongoing Sites converted -ASCO

1.042 Reports

Throughout the Contract period, Contractor will provide the State of Michigan with a variety of operational reports, including:

- Activity logs
- Incident reports
- Emergency management reports

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW will be used by the State to determine acceptance of the armed guards who will be performing the services provided:

The Contractor shall provide armed security guards who possess and demonstrate the ability to:

- a. Speak and understand English language fluently.
- b. Understand and carry out oral and written instructions.
- c. Provide instruction on necessary rules, duties and functions.
- d. Recognize dangerous conditions about buildings and grounds and respond as necessary.
- e. Meet and deal effectively in a courteous manner with the public/staff and all those who enter the premises.
- f. Have knowledge of safety precautions and of fire prevention methods.
- g. Prepare clear, concise and complete written reports as required by POC/Contract Compliance Inspector or designee.
- h. Complete necessary forms in performance of duties as required by the State.
- i. Solve problems and de-escalate situations in a non-confrontational manner.
- j. Possess the ability to perform basic mathematical calculations, such as addition, subtraction, multiplication, and division as a minimum.
- k. Possess a valid Michigan Drivers License or valid Michigan ID.

The Contractor will be required to submit detailed itemized invoices showing individual armed security guard, hours worked, and must be submitted to the POC/CCI at the specified location armed security guard services were performed. All invoices must be reviewed and approved by the individual location before payment of invoices can be processed.



1.052 Final Acceptance Deleted - Not Applicable

1.060 Proposal Pricing

1.061 Proposal Pricing

Invoices shall be submitted monthly for actual hours of service provided. One invoice shall be issued by installation individually. Invoices shall include Contract number, hours billed, hourly rate, guard name, etc.. Any additional hours shall be itemized on the invoice. Contractor shall attach documentation showing each armed security guards name, hours worked per day and total hours worked for billing period.

All invoices must be sent to the individual location for approval.

All rates quoted in this Contract will be firm for the duration of this Contract. No price changes will be permitted.

For authorized Services and Price List, see Attached LSS Pricing Sheets.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dtmb for current rates.

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback Deleted - Not Applicable

1.070 Additional Requirements

1.71 Additional Terms and Conditions specific to this RFP



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

The Contract is for a period of Five (5) years beginning December 1, 2011 through November 30, 2016. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to Two (2) additional One (1) year periods.

2.003 Legal Effect

Contractor must show acceptance of this Contract by signing two (2) copies of the Contract and returning them to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under this Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against this Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of the Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor must furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

(a) This Contract, including any Statements of Work and Exhibits, to the extent not contrary to this Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of this Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of this Contract, which may be modified or amended only by a formal Contract amendment.



2.007 Headings

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.008 Form, Function & Utility Deleted - Not Applicable

2.009 Reformation and Severability

Each provision of this Contract is severable from all other provisions of this Contract and, if one (1) or more of the provisions of this Contract is declared invalid, the remaining provisions of this Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in this Contract, if either party requires the consent or approval of the other party for the taking of any action under this Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of this Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of this Contract.

2.012 Survival

Any provisions of this Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of this Contract for any reason. Specific references to survival in this Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Technology Management and Budget, Purchasing Operations and Department of Military and Veterans Affairs. Purchasing Operations is the sole point of contact in the State with regard to all procurement and Contractual matters relating to this Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

William C. Walsh, CPPB, Buyer/Manager
Procurement
Department of Technology Management and Budget
Mason Building, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email: walshw@michigan.gov
Phone: (517) 373-6535

2.022 Contract Compliance Inspector

After DTMB-Purchasing Operations receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with the Department of Military and Veterans Affairs, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DTMB Purchasing Operations.** The agency buyer for this Contract is:



Kimberly Graham, Buyer Manager
DMVA, State Operations
Purchasing & Contracts
3423 N. Martin Luther King Jr. Blvd, Suite 320F
Lansing, MI 48906
Phone: (517) 481-7643
Fax: (517) 481-7644
Email: grahamk@michigan.gov

2.023 Project Manager

The following individual will oversee the project:

Kimberly Graham, Buyer Manager
DMVA, State Operations
Purchasing & Contracts
3423 N. Martin Luther King Jr. Blvd, Suite 320F
Lansing, MI 48906
Phone: (517) 481-7643
Fax: (517) 481-7644
Email: grahamk@michigan.gov

2.024 Change Requests

The State reserves the right to request, from time to time, any changes to the requirements and specifications of this Contract and the work to be performed by the Contractor under this Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of the Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the DTMB-Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.

2.025 Notices

Any notice given to a party under this Contract must be deemed effective, if addressed to the State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the Contract, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by



another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving notice according to this Section.

If to State:

State of Michigan
DTMB-Procurement
Attention: William C. Walsh, CPPB
PO Box 30026
530 West Allegan
Lansing, MI 48909
walshw@michigan.gov
Fax: (517) 335-0046

If to Contractor:

Alpena County Sheriff's Office
320 Johnson Street
Alpena, MI 49707
Undersheriff Terry King
Office 989.354.9837;
Cellular 989.255.2770;
email kingt@alpenacounty.org

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in this Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor or any of its SubContractors must be deemed to be an employee, agent or servant of the State for any reason. Contractor is solely and entirely responsible for its acts and the acts of its agents, employees, servants and SubContractors during the performance of this Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in this Contract, the parties must not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under this Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of the Contract. The State may withhold consent from proposed assignments, subContracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.



(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its Contractual duties, and the requirement under the Contract that all payments must be made to one (1) entity continues.

(c) If the Contractor intends to assign the Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent the Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under the Contract must provide the State with priority service for repair and work around in the event of a natural or man-made disaster.



2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under the Contract must specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under the Contract is subsequently reduced by the State, the parties must negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its SubContractors, if any) under the Contract, the State must not be obligated to pay any amounts in addition to the charges specified in the Contract.

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under the Contract must list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice must show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis must show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI and the Contractor

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) must mutually agree upon. The schedule must show payment amount and must reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements must be forwarded to the designated representative by the 15th day of the following month.

The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the CCI, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services must be pro-rated for any partial month.

**2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of the Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one (1) party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract must constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all Contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

2.050 Taxes**2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two (2) or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management**2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved SubContractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subContract entered into with a SubContractor. For the purposes of the Contract, independent Contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and SubContractor is an independent Contractor relationship.

2.062 Contractor Key Personnel

(a) The Contractor must provide the CCI with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.



(c) The State reserves the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State must provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements and appropriate transition planning must be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract must perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel must, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor must cause its personnel to cooperate with the State and its agents and other Contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor must provide to the State's agents and other Contractors reasonable access to Contractor's Project personnel,



systems and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and must not unnecessarily or unreasonably interfere with, delay, or otherwise impede Contractor's performance under the Contract with the requests for access.

2.067 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities, and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.068 Contract Management Responsibilities

The Contractor must assume responsibility for all Contractual activities, whether or not that Contractor performs them. Further, the State considers the Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from the anticipated Contract.

2.070 SubContracting by Contractor - DELETED – NOT APPLICABLE

NO SUBCONTRACTING WILL BE ALLOWED FOR THIS CONTRACTUAL AGREEMENT

2.071 Contractor Full Responsibility Deleted - Not Applicable

Contractor has full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all Contractual matters under the Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation Deleted - Not Applicable

2.073 SubContractor Bound to Contract Deleted - Not Applicable

2.074 Flow Down Deleted - Not Applicable

2.075 Competitive Selection Deleted - Not Applicable

2.080 State Responsibilities

2.081 Equipment

The State must provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State may designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor must not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.



2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel must agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff must comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements Deleted - Not Applicable

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses, and will continue to possess, confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under the Contract, is marked as confidential, proprietary, or with a similar designation by the State. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor must each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by the Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party must limit disclosure of the other party's Confidential Information to employees and SubContractors who must have access to fulfill the purposes of the Contract. Disclosure to, and use by, a SubContractor is permissible where (A) use of a SubContractor is authorized under the Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the



SubContractor's scope of responsibility, and (C) Contractor obligates the SubContractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any SubContractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the SubContractor's obligations under this Section and of the employee's obligation to Contractor or SubContractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of the Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven (7) years after the Contractor provides any work under the Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any SubContractor of Contractor performing services in connection with the Contract.

**2.113 Retention of Records**

Contractor must maintain at least until the end of the Audit Period, all pertinent financial and accounting records (including time sheets and payroll records, information pertaining to the Contract, and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor must respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) invoices. If a balance remains after four (4) invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties Deleted - Not Applicable**2.121 Warranties and Representations Deleted - Not Applicable****2.122 Warranty of Merchantability Deleted - Not Applicable****2.123 Warranty of Fitness for a Particular Purpose Deleted - Not Applicable****2.124 Warranty of Title Deleted - Not Applicable****2.125 Equipment Warranty Deleted - Not Applicable****2.126 Equipment to be New Deleted - Not Applicable****2.127 Prohibited Products Deleted - Not Applicable****2.128 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of the Contract.

2.130 Insurance**2.131 Liability Insurance**

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of Services under the terms of the Contract, whether the Services are performed by the



Contractor, or by any SubContractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under the Contract.

All insurance coverage's provided relative to the Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in the Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in the Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/deleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

- 1. Commercial General Liability with the following minimum coverage:
 \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 \$2,000,000 Products/Completed Operations Aggregate Limit
 \$1,000,000 Personal & Advertising Injury Limit
 \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under the Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.



The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:
 \$100,000 each accident
 \$100,000 each employee by disease
 \$500,000 aggregate disease
- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its SubContractors, acting alone or in collusion with others, in a minimum amount of \$1,000,000.00 with a maximum deductible of \$50,000.00.
- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: \$3,000,000.00 each occurrence and \$3,000,000.00 annual aggregate.
- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under the Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 SubContractor Insurance Coverage – Deleted – Not Applicable

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies **MUST NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED** without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, DTMB. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three (3) years following the expiration or termination for any reason of the Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under the Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in the Contract, or if any insurer cancels or significantly reduces any required



insurance as specified in the Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of the Contract and that are attributable to the negligence or tortious acts of the Contractor, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification – Deleted – Not Applicable

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its SubContractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its SubContractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification – Deleted – Not Applicable

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under the Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under the Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State



before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If the Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating the Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the State chooses to partially terminate the Contract for cause, charges payable under the Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates the Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of Contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the Contract for a termination for convenience.

**2.153 Termination for Convenience**

The State may terminate the Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate the Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subContract.

2.156 Termination for Approvals Rescinded

The State may terminate the Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State must pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from the Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by



any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an “As-Is” basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subContracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates the Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under the Contract, at the option of the State, becomes the State’s property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subContracts and agreements for Services and Deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement Contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of the Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate the Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Contract, (ii) breaches its other obligations under the Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed a mutually agreeable time between the Contractor and the State. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175**.



2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's SubContractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's SubContractors or vendors. Contractor must notify all of Contractor's subContractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under the Contract. The Contractor must provide the State with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition – Deleted – Not Applicable

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that the Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor



proposal submitted at any time before final payment under the Contract. Any adjustment must conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in the Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one (1) party to another for non-privileged information reasonably related to the Contract must be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section must not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract



by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. Contractor further agrees that every subContract entered into for the performance of the Contract or any purchase order resulting from the Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each SubContractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subContract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a Contract with a SubContractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the SubContractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 Prevailing Wage Deleted - Not Applicable

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any



objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, Contractor must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of the Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor to continue to perform the Contract according to its terms and conditions, or
- (ii) whether Contractor in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of the Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor must be able to continue to perform the Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor has not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Purchasing Operations.
- (2) Contractor must also notify DTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DTMB Purchasing Operations within 30 days whenever changes to company affiliations occur.



2.232 Call Center Disclosure – Deleted – Not Applicable

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate the Contract, in whole or in part, and, at its option, may take possession of the “Work in Process” and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under the Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs)

- (a) SLAs will be completed with the following operational considerations:
 - (i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - 1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - 2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.



(b) Chronic Failure for any Service(s) is defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service must not affect any tiered pricing levels.

(c) Root Cause Analysis must be performed on any business critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor must provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

(d) All decimals must be rounded to two decimal places, with five and greater rounding up and four and less rounding down, unless otherwise specified.

2.243 Liquidated Damages –DELETED – NOT APPLICABLE

2.244 Excusable Failure

Neither party will be liable for any default, damage, or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military, or otherwise), power failure, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party is without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its Contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. but the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition.

2.250 Approval of Deliverables



2.251 Delivery Responsibilities Deleted - Not Applicable

2.252 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing Deleted - Not Applicable

2.254 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.

(d) The State must approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three (3) opportunities (the original and two (2) repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop



using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables Deleted - Not Applicable

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts must be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Approval of Physical Deliverables Deleted - Not Applicable

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership Deleted - Not Applicable

2.261 Ownership of Work Product by State Deleted - Not Applicable

2.262 Vesting of Rights Deleted - Not Applicable

2.263 Rights in Data – DELETED - NOT APPLICABLE

2.264 Ownership of Materials Deleted - Not Applicable

2.270 State Standards

2.271 Existing Technology Standards

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access, and configuration management procedures.



2.280 Extended Purchasing- Deleted – Not Applicable

2.281 MIDEAL - Deleted - Not Applicable

2.282 State Employee Purchases Deleted - Not Applicable

2.290 Environmental Provision

2.291 Environmental Provision

Hazardous Materials:

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by the federal, State, or local laws governing the protection of the public health, natural resources, or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State, and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).



Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor must comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to the Contract.

Environmental Performance:

Waste Reduction Program: Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs must comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a Contract the enforcement of which can be accomplished by process or penalties.



PRICING – Alpena Combat Readiness Center

Item	Unit	Description (3 Mths) September 1, 2011 to December 31, 2011	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
1	HR	Central Security Contol	\$ 27.60	548	\$15,124.80
2	HR	Installation Entry Control	\$ 27.60	548	\$ 15,124.80
3	HR	Deputy/Patrol	\$ 27.60	548	\$ 15,124.80
4	HR	Visitor Control/Secondary CSC & IEC	\$ 27.60	130	\$3,588.00
5	HR	Manager	\$ 27.60	130	\$3,588.00
6	HR	Shift Supervisor(s) - (SRT)	\$ 27.60	548	\$15,124.80
7	HR	Training Officer	\$ 27.60	130	\$3,588.00
8	HR	Commercial Vehicle Inspector	\$ 27.60	130	\$3,588.00
2011 Total:					\$74,851.20

Item	Unit	Description	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
1	HR	Central Security Contol	\$ 28.60	8760	\$ 250,536.00
2	HR	Installation Entry Control	\$ 28.60	8760	\$ 250,536.00
3	HR	Deputy/Patrol	\$ 28.60	8760	\$ 250,536.00
4	HR	Visitor Control/Secondary CSC & IEC	\$ 28.60	2080	\$ 59,488.00
5	HR	Manager	\$ 28.60	2080	\$ 59,488.00
6	HR	Shift Supervisor(s) - (SRT)	\$ 28.60	8760	\$ 250,536.00
7	HR	Training Officer	\$ 28.60	2080	\$ 59,488.00
8	HR	Commercial Vehicle Inspector	\$ 28.60	2080	\$ 59,488.00
2012 Total:					\$ 1,240,096.00

Item	Unit	Description	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
1	HR	Central Security Contol	\$ 29.60	8760	\$ 259,296.00
2	HR	Installation Entry Control	\$ 29.60	8760	\$ 259,296.00
3	HR	Deputy/Patrol	\$ 29.60	8760	\$ 259,296.00
4	HR	Visitor Control/Secondary CSC & IEC	\$ 29.60	2080	\$ 61,568.00
5	HR	Manager	\$ 29.60	2080	\$ 61,568.00
6	HR	Shift Supervisor(s) - (SRT)	\$ 29.60	8760	\$ 259,296.00
7	HR	Training Officer	\$ 29.60	2080	\$ 61,568.00
8	HR	Commercial Vehicle Inspector	\$ 29.60	2080	\$ 61,568.00
2013 Total:					\$ 1,283,456.00

Item	Unit	Description	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
1	HR	Central Security Contol	\$ 30.60	8760	\$ 268,056.00
2	HR	Installation Entry Control	\$ 30.60	8760	\$ 268,056.00
3	HR	Deputy/Patrol	\$ 30.60	8760	\$ 268,056.00
4	HR	Visitor Control/Secondary CSC & IEC	\$ 30.60	2080	\$ 63,648.00
5	HR	Manager	\$ 30.60	2080	\$ 63,648.00
6	HR	Shift Supervisor(s) - (SRT)	\$ 30.60	8760	\$ 268,056.00
7	HR	Training Officer	\$ 30.60	2080	\$ 63,648.00
8	HR	Commercial Vehicle Inspector	\$ 30.60	2080	\$ 63,648.00
2014 Total:					\$ 1,326,816.00



Item	Unit	Description	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
			\$		\$
1	HR	Central Security Contol	31.60	8760	276,816.00
2	HR	Installation Entry Control	31.60	8760	276,816.00
3	HR	Deputy/Patrol	31.60	8760	276,816.00
4	HR	Visitor Control/Secondary CSC & IEC	31.60	2080	65,728.00
5	HR	Manager	31.60	2080	65,728.00
6	HR	Shift Supervisor(s) - (SRT)	31.60	8760	276,816.00
7	HR	Training Officer	31.60	2080	65,728.00
8	HR	Commercial Vehicle Inspector	31.60	2080	65,728.00
2015 Total:					\$ 1,370,176.00

Item	Unit	Description (2016 - 9 Mths)	Bill Rate Per Hour	Total # of Hrs for 1 yr	Rate x # of Hrs = Est. Total
			\$		\$
1	HR	Central Security Contol	31.60	6570	207,612.00
2	HR	Installation Entry Control	31.60	6570	207,612.00
3	HR	Deputy/Patrol	31.60	6570	207,612.00
4	HR	Visitor Control/Secondary CSC & IEC	31.60	1560	49,296.00
5	HR	Manager	31.60	1560	49,296.00
6	HR	Shift Supervisor(s) - (SRT)	31.60	6570	207,612.00
7	HR	Training Officer	31.60	1560	49,296.00
8	HR	Commercial Vehicle Inspector	31.60	1560	49,296.00
2016 Total					\$ 1,027,632.00

PRICING SHEET SUMMARY - Alpena Combat Readiness Training Center

Total Price for 5 Years

\$6,323,027.20



Duties specific to the DMVA Alpena ANGB

Site Manager/Visitor Control: 1 employee, 8 hour shift, 5 days a week (Monday - Friday), 52 weeks a year. Off on weekends and Holidays. This position performs within a dual role as visitor control. Will perform duties as a Shift Supervisor as needed.

Site Training Officer: 1 employee, 8 hour shift, 5 days a week, 52 weeks a year. Off weekends and Holidays. This position performs dual role as a security response team.

Shift Supervisors/Security Response Team: 3 employees, 1 each 8 hour shift, 5 days a week, 52 weeks a year. Will perform duties as day, afternoon and midnight Supervisors. The shift supervisor will work 5 days and their off days will be appointed by the site manager. This position is a dual role with the SRT Leader 1. SRT will patrol the installation.

Installation Entry Control / Vehicle Inspection Gate: 3 employees; 1 each 8 hour shift, 24 hours per day, 7 days a week, 52 weeks a year plus 1, employee; 1 each 8 hour shift, 5 days a week, 52 weeks a year, (weekends and holidays off)

Central Security Control: 3 employees, 1 each 8 hour shift, 24 hrs per day, 7 days a week, 52 weeks a year

Visitor Control / Secondary Central Security & Installation Entry Controller: 1 employee, 8 hour shift, 5 days a week (Monday – Friday), Saturday-Sunday as needed, 52 weeks a year. Off Holidays.

A total of 22 contract security personnel will be provided by the contractor to include one (1) dedicated site manager who works the day shift, 1 training officer, three (3) shift supervisors who will work the midnight, afternoon, and day shift, one (1) visitor control, one (1) installation entry controller, one (1) one commercial vehicle search entry controller, and eleven (14) armed security guards. At no time will a shift be staffed without an appointed contract security supervisor.

The contractor shall support the CRTC Security Forces at the Alpena Combat Readiness Training Center addressed in this Task Order. The shift start/stop times will be determined by the Chief, Security Forces, or designee. Recommend contract security personnel not to exceed (40) forty hours per week excluding related Post-Associated Time (PAT). PAT is defined as time required for weapons/equipment issue and turn-in, pre- and post-shift briefings (Guard mount) and transit time to and from post. Personnel are to be paid for PAT at their hourly rate each duty day. PAT for the Alpena CRTC is estimated to be 20 minutes prior to and 10 minutes after each shift. **PAT does not include 30 minutes for lunch. All contract employees will be required to respond as directed when taking lunch. This time will be considered returned to the employee during down time throughout each tour of duty. Contractors will not disarm or leave base as this will affect manning and response capability. Lunches will be consumed on base.** All contractor employees will receive all Guard mount information pre- and post-shift from Security Forces shift supervisor prior to posting. The contractor's Guard shifts will coincide with the installation's SF unit shift start and stop times. The contractor will stand Guard mount pre- and post-shift briefings along with the local SF personnel.

Shift hours are as follows:

* 0800-1600 (day shift)

* 1600-2400 (afternoon shift)

* 2400-0600 (midnight shift)

**Wages**

Starting wage shall be paid no less than \$10.25 per hour* for an armed guard.

* Newly assigned personnel shall be paid no less than \$10.25 per hour for a probationary time of 3 months. After 3 months, he / she shall be paid at the starting wage for their position. This requirement may be waived if proof of required training and experience is provided.

The installation entry controller shall be paid no less than \$13.50 per hour for an armed guard.

The central security controller shall be paid no less than \$13.50 per hour for an armed guard.

The visitor control center shall be paid no less than \$16.25 per hour for an armed guard.

The appointed shift supervisor shall be paid no less than \$17.50 per hour for an armed guard.

The site Training officer shall be paid no less than \$17.50 per hour for an armed guard.

The appointed site manager shall be paid no less than \$18.25 per hour for an armed guard.