

# Subcontract 689648 with Universal Protection Service, LLC DBA Allied Universal Security Services.

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Subcontract 689648 with Universal Protection Service, LLC DBA Allied Universal Security Services.

## **Section A – General Subcontract Terms**

### **A1. Identification of Parties**

This Subcontract is between Fermi Research Alliance, LLC (“FRA”) and the party identified below as the Subcontractor (“Subcontractor”).

Universal Protection Service, LLC DBA Allied Universal Security Services (“Allied”).

### **A2. Subcontract Issued Under Prime Contract**

This Subcontract is issued under Prime Contract No. DE-AC02-07CH11359 between the United States Government (“Government”), represented by the Department of Energy (“DOE”), and FRA for the management and operation of the Fermi National Accelerator Laboratory (“FNAL” or “Fermilab”) and the performance of research and development work.

### **A3. Relationships**

Nothing in this Subcontract shall be deemed as creating any relationship between FRA and the Subcontractor other than that of contractor and subcontractor or buyer and seller. Subcontractor shall not interpret any clause contained herein as being binding or purporting to bind the United States Government, its officers, or its agents.

### **A4. General Purpose of the Subcontract**

The general purpose of this Subcontract is to provide Security Guard Services for the Fermilab campus, as further described herein.

### **A5. Period of Performance**

The period of performance of this Subcontract is effective on October 1, 2022, and shall continue through September 30, 2023.

### **A6. Order of Precedence**

Any inconsistency in this Subcontract shall be resolved by giving precedence in the following order: Section A, B, D, E, F, C, G.

### **A7. Agreement**

The parties agree to perform their respective obligations in accordance with the sections, terms, and conditions, the documents referenced or incorporated herein, which constitute the entire Subcontract and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

### **A8. Signature**

The parties have caused this Subcontract to be executed by their duly authorized agents by their following signatures.

**Subcontractor**

**Universal Protection Service, LLC DBA  
Allied Universal Security Services**

**Fermi Research Alliance, LLC (FRA)**

Signature: *Jack Schenk*

Signature:

Name: Jack Schenk

Name

Title: VP Sales Midwest

Title:

Date: July 19, 2022

Date:

**Section B – Services and Prices**

**B1. Prices**

Pricing		
Description	Total Weekly Hours	Total Weekly Price
Base Services (Control 1+3, & Lieutenant)	448	\$ 19,009.20
Optional Services (SCC1+2, SBB11+12)	478.5	\$ 19,809.90
Special Services ( Will be added through a subcontract modification if required)	0	\$ 0
Equipment related expenses not yet identified (Will be added through a subcontract modification if required)	0	\$ 0
	Total Weekly Price	\$38,819.10

This subcontract shall be incrementally funded based on the established fixed hourly rates in this Time and Materials subcontract Section G-6 and as outlined above for the full one (1) year term of the subcontract. The Not to Exceed ceiling value of this subcontract is \$2,200,000.00.

Initial authorized funding of \$450,000.00 is hereby included in the execution of this subcontract. At full staffing levels, the \$450,000 includes eleven and a half (11.56) weeks of fully funded operational staffing. The FRA Security Office and Procurement will continue to monitor burn rate of this initial incremental funding and issue unilateral modifications to add additional incremental funding. Funding authorized is only payable based on acceptable services rendered.

**B2. Time and Materials (T&M)**

The Subcontractor shall provide services at the fixed hourly labor rates shown in Attachment G-6. The fixed hourly labor rates include the following:

- a) Wages
- b) Payroll taxes – FICA, FUI, SUI
- c) Insurances – WC, GLI
- d) Vacation coverage
- e) Sick coverage
- f) Background Checks
- g) Uniforms including summer short sleeve shirts
- h) Four (4) Ford Explorers w/ Police Interceptor package

- i) Non-billable overtime
- j) Account Management
- k) Overhead
- l) Profit
- m) Equipment
  - Laptop and Cellphone for Account Manager
  - Handcuffs and Case for Lieutenants
  - OC Spray and Case
  - Flashlights
  - Safety shoes
  - Rain equipment

- 1) Overtime requests with less than 72 hours' notice to be billed at 1.5 times straight-time bill rates.
- 2) Special services requests with less than 72 hours' notice to be billed at 1.5 times straight-time bill rates.
- 3) Holiday hours worked billed at 1.5 times straight-time bill rates.
- 4) Training will be billed at the proposed hourly rate.
- 5) Special Services requests will be added as an amendment to this subcontract when needed with a not to exceed annual amount of \$5,000.00. Hourly rates for these services are shown in attachment G-6

FRA will furnish the following property to the Subcontractor for use in performing this Subcontract:

- 8 portable radios
- 3 mobile radios and emergency equipment installed in their 3 marked squads
- 3 sets of keys for mobile units and 3 keys for the static posts
- Miscellaneous office equipment (desk, chairs, other office items)

FRA furnished property is subject to FAR Clause 52.245-1 GOVERNMENT PROPERTY, included in the incorporated Terms and Conditions at Attachment G-2.

### **B3. Limitation of Liability**

The subcontract that is awarded will be subject to a limitation of funding clause which states that only \$450,000.00 will be initially funded, and funds will not be immediately available for the remainder of fiscal year 2023 until they are approved by DOE. FRA's obligation for the remainder of fiscal year 2023 is contingent on the availability of funds from which payment can be made. No legal liability on the part of FRA for any payment for the remainder of fiscal year 2023 may arise until funds are made available to the FRA Procurement Specialist for the subcontract and the FRA Procurement Specialist notifies the subcontractor by issuing a revised purchase order documenting the additional funds. FAR Clause 52.232-22 LIMITATION OF FUNDS (APR 1984) applies to this Subcontract.

## **Section C – Description of Work**

### **C1. Standards of Performance**

The Subcontractor shall perform the work under this Subcontract by using its best efforts and know-how, and its performance shall be accomplished in a professional manner by qualified, careful, and efficient personnel, in accordance with professional standards of care.

### **C2. Technical Reports**

The Subcontractor shall prepare and submit to the Procurement Specialist or distribute, as directed by the Procurement Specialist, such reports concerning technical aspects of work under this Subcontract, in such quantity and form (including detail) and at such times, as may be specified in this Subcontract, or as may otherwise be specified by the Procurement Specialist.

### **C3. Conduct of Employees**

The Subcontractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Subcontractor shall immediately remove from the work under this Subcontract any employee of the Subcontractor who, in the sole discretion of FRA, is found to be unsatisfactory in technical performance or personal conduct.

This Subcontract is subject to 10 CFR part 707 and the requirements of DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010), incorporated in the Terms and Conditions at Attachment G-2.

### **C4. Statement of Work (SOW)**

The Subcontractor shall perform the work in accordance with the SOW for the subcontract.

## **Section D – Subcontract Administration Data**

### **D1. Subcontract Administration**

a. FRA's Procurement Specialist for this Subcontract is shown below. The Procurement Specialist or their designee is the only person authorized to make changes in the terms, conditions, and requirements of this Subcontract or make modifications to this Subcontract, including changes or modifications to the SOW. The Subcontractor shall direct all notices and requests for approval required by this Subcontract to the Procurement Specialist at the following address:

FRA Procurement Specialist  
Attention: Joseph M. Jarocki  
Email: [jjarocki@fnal.gov](mailto:jjarocki@fnal.gov)  
Phone: (630) 840-8303  
Fermi Research Alliance, LLC  
Kirk Road & Wilson Street  
P.O. Box 500—Mail Station #210  
Batavia, IL 60510-0500

b. Any notices and approvals required by this Subcontract from FRA to the Subcontractor shall be issued by the FRA Procurement Specialist.

c. FRA's Technical Representative for this Subcontract is shown in the following. The Technical Representative is the person designated to monitor the Subcontract work and interpret and clarify the SOW's technical requirements. The Technical Representative is not authorized to make changes to the work or modify any of the terms and conditions, including the schedule and the pricing of this Subcontract.

FRA Technical Representative  
Attention: Joseph Rogers  
Email: [jrogers@fnal.gov](mailto:jrogers@fnal.gov)

Phone: (630) 840-8041  
Fermi Research Alliance, LLC  
Kirk Road & Wilson Street  
P.O. Box 500—Mail Station #119  
Batavia, IL 60510-0500

d. Unless otherwise stated in the Subcontract, reports required by the Subcontract shall be separately submitted to the FRA Procurement Specialist and the FRA Technical Representative. Unless otherwise stated in the Subcontract, the reports shall be submitted by email.

## **D2. Notification of Potential Changes**

The Subcontractor shall provide notification to FRA of potential changes to this Subcontract. This clause's primary purpose is to obtain prompt reporting by the Subcontractor of circumstances or FRA actions that the Subcontractor considers to constitute a change to this Subcontract. The Subcontractor shall notify the FRA Procurement Specialist in writing of any actions, inactions, or communications by FRA that the Subcontractor regards as a potential change to the Subcontract. This notice requirement does not apply to formal change orders identified as such in writing and signed by the FRA Procurement Specialist pursuant to the Subcontract's Changes clause. The Subcontractor shall promptly provide the notice, but no later than ten (10) calendar days from the date that the Subcontractor identifies the potential change. Based on the most accurate information available to the Subcontractor, the notice shall state:

- (1) The date, nature, and circumstances of the conduct regarded as a change.
- (2) The name, function, and activity of each FRA individual and Subcontractor official or employee involved in or knowledgeable about such conduct.
- (3) The identification of any documents, and the substance of any oral communication involved in such conduct.
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose; and
- (5) The elements of Subcontract performance for which the Subcontractor may seek an equitable adjustment under this clause.

## **D3. Invoices**

All invoices shall be emailed to [apinvoices@fnal.gov](mailto:apinvoices@fnal.gov) with a copy to the Procurement Specialist. The subject line of the email shall state the Subcontractor's name and the Subcontract number.

If the Subcontractor is unable to submit an invoice by email, it may submit the invoice to the following address:

FRA Accounts Payable  
Fermi National Accelerator Laboratory  
P.O. Box 500—Mail Station #112  
Batavia, IL 60510

### **D3.1 General Invoice Requirements**

Required Invoice Documentation

Invoices shall be sent electronically to [APINVOICES@FNAL.GOV](mailto:APINVOICES@FNAL.GOV).

If authorized by the purchase order/Subcontract number, invoices shall be sent to the following in place of electronic submittal.

FRA Accounts Payable  
P.O. Box 500—Mail Station #112  
Batavia, IL 60510-500

**Invoices shall contain the following information:**

1. Subcontractor name as stated in the Subcontract
2. Remittance address
3. Name of person requesting a payment
4. Telephone number and/or email address of the person requesting payment
5. Subcontractor's statement that the invoice is correct
6. FRA Purchase Order/Subcontract number
7. Invoice number
8. Invoice date
9. Total invoice amount
10. Description, price, and quantity of materials, property, or services delivered or completed
11. For services: a detailed description of services provided and dates of service
12. For goods received: date shipped or date of delivery
13. Payment terms
14. Shipping terms and required documentation. A copy of the pre-paid freight bill is required if the charge is \$250 or more.
15. Other documentation as required by the Subcontract

**D3.2 Additional Invoice Documentation Required for T&M Subcontracts**

All invoices for labor shall show the classifications furnished, and the consolidated number of hours worked by each classification. Consolidated invoices for labor and other costs submitted for payment shall be substantiated by individual daily job timecards showing the number of hours worked, approved by a representative of the technical section for whom the work is being accomplished, and should refer to the applicable subcontract number established by the Manager. If required by the Subcontractor, Subcontractor shall maintain detailed, complete, and accurate accounting records.

**D3.3 Special Invoice Requirements**

- a. Submission of Invoices
  - (1) Invoices for Routine Services: The invoice shall be submitted monthly by the 10th day of the following month. No partial payment requests will be considered for hours worked.
  - (2) Invoices for Special Services: The invoice shall be submitted monthly with a consolidated electronic spreadsheet that includes individual service invoices that reflect FRA acceptance of the work. The spreadsheet shall reference the Subcontract number, area where such services were provided, a detailed description of services provided, hours worked, hourly rate, total price, name, mail station, phone number of requestors, and chargeable project/task code(s).
- b. All invoices shall be emailed to [apinvoices@fnal.gov](mailto:apinvoices@fnal.gov) and the Procurement Specialist at [jjarocki@fnal.gov](mailto:jjarocki@fnal.gov). The subject line of the email shall state the Subcontractor's name and the Subcontract number.

- c. All invoices shall include Subcontract number Subcontractor's name (including business heading or logo); invoice date; unique invoice number; and remittance address; and should sufficiently identify and support the payment requested.

#### **D5. Payment Schedule**

FRA shall pay the Subcontractor, upon the submission of proper invoices in accordance with any requirements from the clauses referenced in Section D3, D3.1, D3.2, and D3.3.

#### **D6. Closeout**

The Subcontractor shall, as a condition of full payment, assist FRA after the completion of the work in accomplishing the administrative closeout of this Subcontract, including, as necessary or required, the furnishing of documentation and reports, the disposition of property, the disclosure of any inventions, the execution of any required assignment or release documents, the performance of any audits, and the settlement of any interim or disallowed costs.

### **SECTION E – Special Subcontract Requirements**

#### **E1. Small Business Subcontracting Plan**

The Subcontractor is a Large Business, and a Small Business Subcontracting Plan is required.

#### **E2. Insurance**

The insurance requirements for this Subcontract are as shown in Attachments G-4 and G-5.

#### **E3. Sub-Tier Subcontractors and Outside Associates and Consultants**

Sub-tier subcontractors and outside associates or consultants required by the Subcontractor in providing the services covered in this Subcontract shall be limited to individuals or firms that are listed in Attachment G-6. The Subcontractor shall obtain the FRA Procurement Specialist's written consent before making any substitution for these sub-tier subcontractors, associates, or consultants after the Subcontract award.

#### **E4. Key Personnel**

The Subcontractor's Site Manager is designated as key personnel and is considered essential to the work being performed hereunder. The Subcontract's key personnel shall not be reassigned or replaced without prior FRA approval. The Subcontractor shall notify the FRA Procurement Specialist thirty (30) days in advance and shall submit justification for proposed substitutions of key personnel (with resumes) to permit evaluation of the impact on the performance of this Subcontract.

#### **E5. Supervision**

FRA employees shall not direct or supervise Subcontractor's employees, either directly or indirectly. The Subcontractor is solely responsible for directing and supervising its employees.



## E6. Additional Requirements

Subcontractor compliance with all the orders, regulations, and other directives listed in the SOW and in the Incorporated Documents is a material term of this Subcontract.

### Section F – Subcontract Clauses

The general terms and conditions for this Subcontract are as listed in Attachments G-2 and G-3. The clauses listed in those attachments shall be applicable to this Subcontract as stated therein, based on the value of the Subcontract, the status of the Subcontractor, and the nature and location of the work. The Subcontractor shall flow down to sub-tier subcontractors the clauses as specified in those attachments.

### Section G – Incorporated Documents

The following documents are incorporated as a part of this Subcontract.

Number	Description/Title	Revision and/or Date
G-1	Statement of Work (SOW) "Fermi Research Alliance, LLC Statement of Work for Unarmed Security Guard Services, 4/13/22".	4/13/22
G-2	Fermi Research Alliance, LLC General Terms and Conditions for Services	01/2022
G-3	Amendment 1 - Fermi Research Alliance, LLC General Terms and Conditions for Services	6/21/22
G-4	Insurance Requirements for Onsite Services	07/20/19
G-5	Amendment 1 - Insurance Requirements for Onsite Services	6/21/22
G-6	Price proposal	5/16/22
G-7	SCA Wage Determination 2015-5055 rev 20	3/15/22
G-8	Exhibit A for Supply and/or Services Subcontract	6/17/22
G-9	Small Business Plan	6/22/22