

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 7PS07-0182		PAGE OF 1 3	
2. CONTRACT NO. GS-07F-0266K		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER HSCEFC-07-F-00018		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Mirian Tudor			b. TELEPHONE NUMBER (No collect calls) 817-900-5022		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY Federal Protective Svc. Div. - 7PS 501 West Felix Bldg. 3 Fort Worth TX			CODE FC000	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE. % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (8(A))			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO Federal Protective Svc. Div. - 7PS 501 West Felix Bldg. 3 Fort Worth TX		CODE FC000	16. ADMINISTERED BY Federal Protective Svc. Div. - 7PS 501 West Felix Bldg. 3 Fort Worth TX				
17a. CONTRACTOR/ OFFEROR COASTAL INTERNATIONAL SECURITY INC 1197 SPRING AVE SUITE B SURFSIDE BEACH SC 295758283		CODE 7865091090000	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Federal Protective Svc. Div. - 7PS 501 West Felix Bldg. 3 Fort Worth TX			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Armed Guard for the Northern Louisiana Area Recurring Guard Services, and FEMA Northern Louisiana posts only. Period of Performance: 03/01/2007 to 09/30/2007  Contract No. GS-07F-0266K. Task Order No. HSCEFC-07-F-00018.  Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						705,984.41
25. ACCOUNTING AND APPROPRIATION DATA See Attached Spreadsheets						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$801,748.84	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDUM <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT REF. OFFER DATED <input checked="" type="checkbox"/> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				
30b. NAME AND TITLE OF SIGNER (Type or print) CURTIS L. WRENN PRESIDENT		30c. DATE SIGNED 2 March 2007	31b. NAME OF CONTRACTING OFFICER (Type or print) Mirian R. Tudor		31c. DATE SIGNED 3/7/07		

(b)(4)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22 UNIT	23. UNIT PRICE	24. AMOUNT
0002	<p>Item No. 0001, Armed Guard Services for Northern Louisiana area, PDN No. PJ7R7-00035, Period of Performance 03/01/2007 to 09/30/2007.</p> <p>Contract No. GS-07F-0266K. Task Order No. HSCEFC-07-F-00018.</p> <p>Item No. 0002, Armed Guard Services for Northern Louisiana FEMA posts only, PDN No. PJR7-00047, Period of Performance: Month to month. A modification will be issued for funding month to month services at the Northern Louisiana FEMA posts only.</p> <p>Effective date of award 03/01/2007. In accordance with the attached Exhibit I; Statement of work (SOW) (Part I); Exhibits (Part II), and FAR and HSAR clauses (Part IV); and Amendment I, dated 02/08/2007</p> <p>NL &amp; BR CBA; WD 2005-2229, Rev 2 and WD 2002-2235 Rev 2</p> <p>Billing or invoicing shall be based on the following monthly maximum totals (less any required deductions) for each item number:</p> <p>Item No. 0001, Northern Louisiana Posts Only: March 2007 [REDACTED] Continued ...</p>	[REDACTED]	[REDACTED]	[REDACTED]	95,764.43

(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

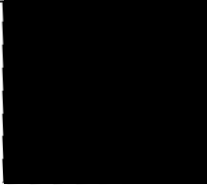
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38 S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE RECD (YY/MM/DD)	42d. TOTAL CONTAINERS	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-07F-0266K/HSCEFC-07-F-00018

PAGE OF  
 3 3

NAME OF OFFEROR OR CONTRACTOR  
 COASTAL INTERNATIONAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
April 2007 May 2007 June 2007 July 2007 August 2007 September 2007 TOTAL:	 \$705,984.91				
	Item No. 0002, FEMA Northern Louisiana Posts Only: March 2007 \$95,764.43				
	Contracting Officer Technical Representative (COTR): Rex Cross (817) 334-5781				
	All other terms and conditions remain unchanged.				
	////////////////////////////////// Last Item //////////////////////////////////				
	The total amount of award: \$801,748.84. The obligation for this award is shown in box 26.				

(b)(4)

2. AMENDMENT/MODIFICATION NO. P00001	3 EFFECTIVE DATE 03/07/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Federal Protective Svc. Div. - 7PS 501 West Felix Bldg. 3 Fort Worth TX	CODE FC000	7. ADMINISTERED BY (If other than Item 6) Federal Protective Svc. Div. - 7PS 501 West Felix Bldg. 3 Fort Worth TX	CODE FC000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY INC 1197 SPRING AVE SUITE B SURFSIDE BEACH SC 295758283	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
CODE 786509109000 FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07F-0352K HSCEFC-07-F-00018 10B. DATED (SEE ITEM 11) 03/01/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Armed Guard for the Northern Louisiana Area Recurring Guard Services and FEMA Northern Louisiana posts. Contract No. GS-07F-0325K, Task Order No. HSCEFC-07-F-00018.

The purpose of this modification is to change invoice and payment procedures, which will require your company to submit original invoices to DHS, ICE Debt Management Center for payments, and a copy of the invoice with required GSA Form 139s to FPS, Fort Worth, TX for review and approval of invoice payments. Please see the following two pages for further instructions.

Period of Performance: 03/01/2007 to 09/30/2007

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mirian R. Tudor
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA <i>Mirian R Tudor</i> (Signature of Contracting Officer)	16C. DATE SIGNED 3/8/07

The purpose of this modification is to revise the procedure for contractors to submit their invoices for all contract/task order recurring and additional guard services acquisitions ordered from FPS Region 7. This procedure takes effect on March 12, 2007 and pertains to all original invoices submitted on that date and thereafter.

1. All original invoices shall now be submitted for payment one of the following methods:

a. **By mail:**

DHS, ICE  
Debt Management Center (DMC)  
P.O. Box 1279  
Williston, VT 05495-1279  
Attn: **FPS Region 7 Invoice**

b. **By facsimile (fax): (include a cover sheet with point of contact & # of pages)**

802-288-7658

c. **By e-mail:**

[Invoice.Consolidation@dhs.gov](mailto:Invoice.Consolidation@dhs.gov)

Invoices submitted by other than the above three methods to DMC will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and **shall be** notated on every invoice submitted to FPS on or after **March 12, 2007** to ensure prompt payment provisions are met. **FPS Region** Number 7 shall also be notated on every invoice. To assist in timely payment, it is also recommended that the contractor provide the Accounting Transaction Number (also known as the "PJ" number) on the submitted invoice.

A copy of all original invoices, including required invoice documentation, GSA Form 139(s) and if applicable Additional Services Request form must still be submitted to Federal Protective Service as stated in the next page, or the invoice will also be rejected by DHS, ICE DMC:

**U.S. MAIL:**

or

**COURIER:**

Federal Protective Service  
 Contracting Officer's Name  
 P.O. Box 6519  
 529 West Felix  
 Fort Worth, TX 76115

Federal Protective Service  
 Contracting Officer's Name  
 501 West Felix, Bldg #3 South  
 Fort Worth, TX 76115

2. In accordance with Federal Acquisition Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:

“...An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

**Invoices without the above information may be returned for resubmission.**

3. All other terms and conditions remain the same.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 04/01/2007	4. REQUISITION/PURCHASE REQ. NO. 7PS07-0225	5. PROJECT NO (if applicable)
6. ISSUED BY Federal Protective Svc. Div. - 7PS 501 West Felix Bldg. 3 Fort Worth TX	CODE FC000	7. ADMINISTERED BY (if other than item 6) Federal Protective Svc. Div. - 7PS 501 West Felix Bldg. 3 Fort Worth TX	CODE FC000
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  COASTAL INTERNATIONAL SECURITY INC 1197 SPRING AVE SUITE B SURFSIDE BEACH SC 295758283		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)	
CODE 7865091090000	FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07F-0352K HSCEFC-07-F-00018 10B. DATED (SEE ITEM 11) 03/01/2007	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
 see attached spreadsheets Net Increase: \$131,661.45

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return 2 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Armed Guard Service for Northern Louisiana FEMA posts. Contract No. GS-07F-0325K, Task Order No. HSCEFC-07-F-00018. PDN No. 7PS07-00047.

Discount Terms:  
 Net 30  
 Delivery Location Code: FC000  
 Federal Protective Svc. Div. - 7PS  
 501 West Felix Bldg. 3  
 Fort Worth TX

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JOHN C VITALE CONTRACT ADMINISTRATOR	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 4/4/07	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mirian R. Tudor	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 4/5/07
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

NSN 7540-01-152-8070  
 Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
 Prescribed by GSA  
 FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-07F-0352K/HSCEFC-07-F-00018/P00002

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 COASTAL INTERNATIONAL SECURITY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>FOB: Destination                      Period of Performance: 04/01/2007 to 05/31/2007</p> <p>Add Item 0003 as follows:</p> <p>Armed Guard Services Northern Louisiana FEMA posts only. Contract No. GS-07F-0352K. Task Order No. HSCEFC-07-F-00018. PDN No. PJ7R7-00047.</p> <p>Period of performance: Month to month. A modification will be issued for funding month to month for services at the Northern Louisiana FEMA posts only.</p> <p>Billing or invoicing shall be based on the following monthly maximum totals (less any required deductions) for the period of April 1, 2007 through May 31, 2007:</p> <p>March 07 [REDACTED]                      April 07 [REDACTED]                      May 07 [REDACTED]                      TOTAL \$227,425.88</p> <p>Contracting Officer Technical Representative (COTR):                      Rex Cross (817) 334-5781.</p> <p>All other terms and conditions remain unchanged.</p> <p>////////// Last Item //////////</p>			[REDACTED]	131,661.45

(b)(4)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 06/26/2007	4. REQUISITION/PURCHASE REQ. NO. 7PS07-0341	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/Central CCG/Region 7 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR CC	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/Central CCG/Region 7 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 50 Attn: Mirian Tudor Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR CC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY INC 1197 SPRING AVE SUITE B SURFSIDE BEACH SC 295758283		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 7865091090000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07F-0352K HSCEFC-07-F-00018	9B. DATED (SEE ITEM 11)
		10B. DATED (SEE ITEM 11) 03/01/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See attached spreadsheets Net Increase: \$73,355.55

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Armed Guard for Northern Louisiana FEMA. Contract No. GS-07F-0325K, Task Order No. HSCEFC-07-F-00018. PDN No. PJ7R7-00047.  
Discount Terms:  
Net 30  
Delivery Location Code: ICE/FPS/FORT WORTH  
ICE FPS Fort Worth  
Immigration and Customs Enforcement  
Federal Protective Service  
1901 North Highway 360  
Suite 500  
Grand Prairie TX 75050-1412  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mirian R. Tudor
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-07F-0352K/HSCEFC-07-F-00018/P00003

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
 COASTAL INTERNATIONAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	FOB: Destination Period of Performance: 06/01/2007 to 09/30/2007  Add Item 0004 as follows:  Armer Guard Services Northern Louisiana FEMA. Contract No. GS-07F-0352K. Task Order No. HSCEFC-07-F-00018. PDN No. PJ7R7-00047.  Billing or invoicing shall be based on the following monthly maximum totals (less any required deductions) for the period of June 1, 2007 through September 30, 2007:  June [REDACTED] July [REDACTED] August [REDACTED] Sept [REDACTED] TOTAL [REDACTED]  Contracting Officer Technical Representative (COTR): Rex Cross (817) 649-6281.  All other terms and conditions remain unchanged.  ////////////////////////////////// Last Item //////////////////////////////////	[REDACTED]	[REDACTED]	[REDACTED]	73,355.55

(b)(4)



JESUS MORALES  
DIRECTOR

SOUTHWESTERN SECURITY SERVICES, INC.  
P.O. Box 4718 BROWNSVILLE, TEXAS 78523

July 27, 2006

Federal Protective Service (DHS)  
C/O John Quackenbush  
501 West Felix, Building # 3 South  
Fort Worth, Texas 76115

Re: CBA for Baton Rouge and Northern Louisiana  
Local 224 & 246

Mr. Quackenbush,

Please submit the attached CBA to DOL for approval.

If there are any questions, please feel free to contact Joseph Morales @ 832-736-9888

  
Luciano Cardoza, Jr.  
Corporate Office  
Z2407022

Received by the  
Department of  
Homeland Security

JUL 28 2006

Federal Protective  
Service

## **PREAMBLE**

**This agreement, made and entered into the 13<sup>th</sup> day of, July 2006, by and between Southwestern Security Services, Inc. here in referred to as "Company", "Employer" and the United Government Security Officers of America (UGSOA) and its Local #224, #246 here in after referred to as the "Union".**

## **WITNESSETH**

**WHEREAS, THE PARTIES DESIRE TO ENTER INTO AN AGREEMENT WITH INTENT AND PURPOSE OF PROMOTING AND IMPROVING RELATIONS BETWEEN THE EMPLOYER, ITS EMPLOYEES, AND THE UNION AND THE ESTABLISHMENT OF A BASIC UNDERSTANDING RELATIVE TO RATES OF PAY, HOURS WORK AND OTHER CONDITIONS OF EMPLOYMENT AND OF MEANS FOR THE PROMPT, EQUITABLE AND AMICABLE ADJUSTMENT OF DISPUTES AND GRIEVANCES, AND INCREASE IN QUANTITY AND IMPROVE IN QUALITY THE OPERATIONS PERFORMED BY THE EMPLOYER THROUGH EFFECTIVE AND UNINTERRUPTED COOPERATION AND THUS PROMOTE THE BEST INTEREST OF THE GOVERNMENT.**

## **ARTICLE 1 RECOGNITION**

**The company hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work and other conditions of employment for all security offices, guards and consoles operators who perform guard duties as defined in the Act, at the Federal Buildings in Baton Rouge (local #224), and Northern Louisiana area (local #246), or other Federal locations that may be added in Baton Rouge, and Northern Louisiana area to the Company's current contract: excluding all office clerical employees, professional employees, all other employees and supervisors as defined in the Act, as er, 1984. Certified by the National Labor Relations Board in case No. 15-RC-7132, dated the 14<sup>th</sup> day of DECEMBER.**

## **ARTICLE 2 TERMS OF AGREEMENT**

**2.1 This agreement shall be effective September 30, 2006 and shall remain in effect through September 30, 2008 and from year to year thereafter, unless written notice of desire to terminate or amend the Agreement is served by either party on the other at least ninety (90) days prior to any anniversary date in order for negotiations to be scheduled.**

- 2.2 By mutual consent, any provision of this Agreement may be changed at any time. A party desiring change shall serve written notice on the other party by registered return receipt requested mail, setting forth the proposed changes. Until the proposed changes are agreed upon by both parties, executed with the same formality as this Agreement agrees upon the proposed changes, this Agreement shall remain in full force and effect.**
- 2.3 In the event the National Labor Relations Act, the fair Labor Standards Act, or the Walsh-Healy Public Contracts Act, and the rulings and interpretations issued there under are amended, changed or repealed during the terms of this Agreement, the Employer and Union agree that they will at that time, upon written request of either, negotiate on provisions of this Agreement which are affected by such amendments, changes or repeal.**
- 2.4 This agreement shall be binding upon the parties and successors hereto and their assigns throughout the terms specified in Section 1 of this Article and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by change of any kind in the legal status, ownership or management of either party hereto.**

**ARTICLE 3  
MANAGEMENT RIGHTS/UNION RIGHTS**

- 3.1 The company will retain all normal management rights, including the right to hire, transfer, suspend, layoff, promote, or demote, discharge, assign, reward or discipline employees, to temporarily transfer employees between jobs, shifts and departments. In addition, management has rights to determine, alter, revise, change or eliminate any or all means, methods, processes, materials and schedules of performance; to determine or change the duties of jobs and to establish levels of productivity and work standards. Management may require compliance with rules and regulations not in conflict with this Agreement, directing or controlling operations, determine method or manner of operations, determine size of work force, provided, however, the Company does not violate the terms or provisions of this Agreement in its exercise of management rights. Sergeants will be permitted to operate within the bargaining unit as leads without the express authority to hire, fire, discipline, suspend, or otherwise recommend discipline as defined by the National Labor Relations Act (Supervisors). This section is not intended to limit in any way any Security Officer's right and responsibility to write a report of fact relating to any incident. Sergeants may serve disciplinary paperwork that contains discipline already predetermined by the Contract Manager.**

- 3.2 The union will not interfere with, the Company in it's exercise of the function of management, including assignments, determination of the number of employees necessary to perform any specific work and/or for the safe, and efficient operation.**
- 3.3 It is especially agreed that all of the rights, powers or authority vested in the company prior to the signing of this agreement are retained by the Company, including all terms and conditions in the employees performance manual (company handbook), except for those specifically abridged, delegated or modified in this agreement.**
- 3.4 The Union has the right to expect that the employees be allowed to work with dignity and respect. The company shall insure that it's managers, supervisors, agents, assignees and staff conduct their business in a respectful and dignified manner. During off time, employees are not subject to the company unless there is a bone-fide government emergency; unscheduled post or the employee is subject to some form of stand by pay.**
- 3.5 Management and Union shall, at no time, discuss union activity or Union business together without corporate and international representatives present unless it is at an announced labor/management meeting with a set agenda.**
- 3.6 The union has the sole right to represent its members. Management may not assign, select or suggest who that representative may be (see Article 3.5 C).**

**ARTICLE 4  
UNION-EMPLOYER RELATIONS**

- 4.1 There will be no interference with, coercion or restraint of employees in connection with exercise of their rights to bargain collectively, through representatives of their own choosing and/or to engage in concerted activities for the purpose of collective bargaining or other mutual aid and protection, except as such concerted activities may be prohibited by law or by this agreement.**
- 4.2 There will be no harassment of the Company or the Union by either Union or Non-Union employees; and any report of any employees, Union or Non-Union, making as a practice anti-Union or anti-Company statements, or otherwise attempting to damage the relationship of the Company and the Union, will be considered a proper basis for a grievance, and/or disciplinary action.**

- 4.3 The employer and the union agree to promote and encourage the highest degree of friendly and cooperative relationships between their representatives at all levels and between all employees.**
- 4.4 It is the purpose of both parties that this agreement will aid in promoting and improving labor and economic relations between the employer and its employees and will provide orderly collective bargaining relations, prompt and equitable disposition of grievances and establish fair wages, hours and other conditions of employment.**
- 4.5 The employer and the union realize that these goals depend on more than words in a labor agreement, that they depend primarily upon attitudes between the people and their respective organizations and at all levels of responsibility.**
- 4.6 The employer and the labor organization agree that proper attitudes must be based upon full understanding of and regard for the respective rights and responsibilities of both the employer and the union. And that no employee be allowed disrupt productivity, or he or she will be subject to disciplinary action and removed from the Government contract.**
- 4.7 The Parties agrees that proper attitudes and understanding of responsibilities are of major importance in the administration of the labor agreement.**
- 4.8 They agree that fairness and understanding can only result when it is clear that both the employer and union are sincerely concerned with the best interest and well being of the employer and all of the employees.**
- 4.9 The Union will make every effort to have each member, to abide by the proper procedures of the entire agreement. (Grievances & Board Charges). The Union will introduce this agreement to all members within thirty; (30) days of the ratification of the Agreement and to all new members within ninety; (90) days of their hire date. The Union and the Company will reinforce the steps of the grievance procedure and the importance of following the chain of command. The Union will give all members an annual refresher of this agreement and the procedures to follow.**
- 4.10 Issues involving safety violations or safety concerns will be brought to the Company's attention as soon as possible within 24 hours, or less. If an employee does not report a safety issue he/she will be subject to discharge for just cause.**

## **ARTICLE 5 SAFETY**

- 5.1 The parties agree that employees will report occupational, safety, health**

**violations, and work related injuries in writing; first to the employer and Project Manager, utilizing the chain of command as soon as possible.**

## **5.2 OSHA STANDARDS**

- A. It is the policy of the employer to conduct all operations in a safe work environment for all employees.**
- B. A Safety committee will be established composed of at least one (1) employee of the bargaining unit and one (1) supervisor. The Safety committee will meet every six months to discuss safety related matters and may, if it is deemed advisable, conduct safety tours.**

## **ARTICLE 6 PHYSICAL EXAMINATIONS/DRUG SCREENING**

- 6.1 Physical examinations of employees may be required periodically by the Company such examinations will be given at the expense of the Company. Should an employee disagree with the results of an examination affecting his employment status, such employee may, at his own expense; submit a certificate of his physical or medical condition from a physician of his choice within three days of receiving results. Both parties have to agree on third document, if first two are different results at the employee's expense within three working days to get a third opinion.**
- 6.2 Medical exam drug test; the company shall not permit any applicant or Employee to take multiple tests in order to receive an acceptable reading. The company has the right to request targeted urine drug screening, with reasonable cause, during a targeted exam that interferes with their regular work schedule. The employee will be paid their regular hourly rate of pay while being tested. Failure to follow a directive for a targeted drug screen exam may be considered insubordination and will result in discipline, up to and including discharge. If the results are negative, the company will bear the expense, if the results are positive the employee will pay for the cost of the test. The levels at which samples shall be called positive are prescribed in the General Services Administration Contract with the Employer.**
- 6.3 After fourteen (14) days off, and/or continuous absenteeism due to illness, an employee will be required to obtain a release from his/her doctor on the company provided form (SF-78), at the employee's expense.**
- 6.4 Physical examinations, when required by the employer, will be scheduled by the employer on a non-interference basis with the employee's work schedule and time spent by the employee to obtain the physical examination will not count toward overtime.**



**6.5 Physical/medical exams may be required by operation of the Government contract or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion.**

**6.6 When the Employer's requested physical/medical exam is scheduled during the employees normally scheduled workday the Company will pay the employee for the time lost from work to complete the exam at the regular rate but no more than 30 minutes, or 0.5 hours. It shall be the employee's responsibility to schedule their exam outside their normal schedule whenever at all possible.**

## **ARTICLE 7 DISCIPLINE**

**Intent: Both parties agree that it is of utmost importance to bring forth issues through the proper processes laid forth in this Agreement. Attempts by an employee to circumvent these processes (i.e. grievance procedure) may result in discipline under the Company's chain of Command policy.**

**7.1 GROUND FOR DISMISSAL** After completion of the introductory / probation period, no Employee shall be dismissed or suspended without just cause.

**7.2** Whenever it is alleged that an employee has violated any rule, regulation, or policy, the employee shall be notified as soon as possible, with the employee being informed of the rule, regulation, or policy allegedly violated. The employee shall have the right to representation in discussions concerning actual or pending Disciplinary Action. When an employee is being interviewed concerning an incident that could result in disciplinary action, the employee may request or deny Union representation. *If the employee denies Union representation, the employee will do so in writing, with date and signature.*

**7.3** The Company agrees to promptly furnish the affected employee a copy of any disciplinary action notification against an employee in this Bargaining Unit when requested by the employee. The notice of disciplinary action shall contain allegations of specific personnel rules violated by the employee.

**7.4** Imposing any disciplinary action on a current charge against an employee, the company will not take into account any infraction occurring twelve months prior from the date of the infraction. The company may use training documents to reinforce disciplinary action when necessary.

**7.5 STEPS**

**A. Discipline and/or counseling will be carried out in a manner that does not embarrass the employee. The Union/employee will not embarrass the Company and/or the Employer's representative.**

**B. Both parties recognize that due to the geographical nature of the operation, at times a conference call may be sufficient for counseling or disciplinary issues. Likewise, the Supervisor may elect to counsel an employee through conference.**

**C. Any time an employee is to be interviewed and disciplinary action taken, they shall have the option to have a Union representative present. Once the employee has elected to have a Union Representative present, both the employee and Union are entitled to know what the meeting is about and are entitled to consult with each other prior to the interview.**

**D. When the company requests a meeting in reference to a disciplinary action, the Employer will not be required to pay a Union Steward for his/her time.**

**7.6 The Parties shall cooperate in a reasonable manner to facilitate Investigations by providing documents related to disciplinary action in a timely fashion. All information shared between the parties will remain confidential as far as practical.**

**7.7 Any employee who violates any articles of this agreement will be subject to disciplinary action, with the understanding that this violation is subject to the grievance procedure.**

**7.8 Continued violations of these articles could be grounds for termination for just cause.**

**7.9 All grievances must have the affected employee's signature.**

**ARTICLE 8  
GRIEVANCE PROCEDURE**

**8.1 Intent; The purposes of this Article to resolve issues. A grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against an Employee.**

**A. If the employer considers a grievance not valid or arbitrable, it will proceed to answer and process the grievance in accordance with all terms of this**

**article, but this will not waive the employer's right to challenge the validity or arbitrability of the grievance.**

**B. The number of days outlined in Section 8.6 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall mean working days, and for the purpose of this agreement working days are defined as Monday through Friday; except for recognized holidays.**

**8.2 The Company agrees to meet with the Union at any reasonable time at or in the vicinity of the job site, for the purpose of handling complaints or grievances of employees covered by this Agreement. Any controversy between any employee(s) or the Union and the Company involving the application or interpretation of this Agreement shall be considered a grievance and subject to this procedure. When the Company and Union request a meeting with one or more of the Union or Company representatives during scheduled working hours, the Union and Company will bear their own cost for time lost in attending such meeting.**

**A. It is agreed that the Steward and or his/her designee will be given reasonable amounts of time from regular work schedules for investigating, presenting or attending grievance meetings during the term of this agreement as long as it does not interfere with productivity. It is understood that this time will be on a non-paid status.**

**8.3 The Company agrees to recognize up to a maximum of one committeeperson/steward for every twenty five (25) employees. There would be two (2) alternate committeepersons/stewards for the purpose of representing employees in this grievance procedure. The alternate committee person will serve only in the absence of the regular committee person. The union will notify the company, in writing, the names and contact numbers of the stewards in the local within 10 days after ratification or appointment whichever is sooner. All stewards must be active employees of the company. The negotiating committee will be comprised of active employees of the company and or the union.**

**8.4 The grievance shall specify all of the provisions of the labor agreement, claimed to have been violated. (With back up documentation to support their claim, if applicable)**

**8.5 Claims that the employer violated "all sections of the contract that apply" or equivalent language will not satisfy the union's obligation to notify the employer of breach.**

## **8.6 GRIEVANCE PROCEDURE**

**All grievances shall be presented and processed in accordance with the following procedures;**

- A. Step One (Informal Step)- Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit) and submit his/her concerns in writing (in memo form) with any supporting documents within three (3) working days of the incident being grieved to start the informal procedure. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted it may be submitted in writing to the Manager or designee in accordance with Step two. Issues involving safety violations or safety concerns will be brought to the Company's attention as soon as possible within 24 hours, or less.**
- B. Step Two- If the matter is not resolved informally, the Employee shall, not later than five (5) days after the informal discussion with the immediate supervisor, set forth the facts in writing;**
- why the decision was not acceptable,**
  - specifying the Article and paragraph allegedly violated,**
  - how it was violated.**

**This shall be signed by the aggrieved Employee and the steward, and shall be submitted to the Manager or designee. The Manager or designee shall have five (5) days from the date the grievance was presented to him/her to return a decision in writing with a copy to the aggrieved Employee and the steward.**

- C. Step Three - If the grievance is not settled in Step two, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than five (5) days from the decision by the Manager or designee. The Director of Human Resources or designee will have five (5) days from the date the grievance was presented to, to return a decision, in writing, with a copy to the aggrieved Employee and the Steward.**
- D. Any protest involving discharge may be commenced at Step Two of this procedure, within four days (4) of the action. The notice will be sent certified mail with the USPS.**

**Step 4** In the event the grievance is not resolved at the Step 3 meeting, the Project Manager, and the Local Union President may request to have a Federal Mediator to hear such case on a non-binding basis within ten (10) days from the date of the third step meeting.

**Pre-Arbitration Hearing**

**A.** In the event grievance is not resolved at the Step 3, or Step 4 meeting, and the Union wants to proceed to arbitration, it shall within twenty (20) days from date of the Step 4 meeting with Federal Mediator hearing such case, then proceeds to arbitration as follows:

**B. Selection of an Arbitrator**

Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet or telephonically jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the (Federal Mediation and Conciliation Service), to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

**C. Decision of the Arbitrator**

The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

**D. Arbitration Expense**

The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred in bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs and initial filing fee shall be borne by the party incurring such expenses. All Arbitrators names and resumes will be provided to both parties.

- 8.8** Satisfactory determination of a grievance made at any step of the procedure will be made a matter of record. All such determinations will be final.
- 8.9** All time limits contained in this Article may be extended by mutual agreement in writing.
- 8.10** No individual may move a grievance to arbitration.

**ARTICLE 9  
SENIORITY**

- 9.1 Seniority shall be determining factor in matters affecting layoff and recall. For promotion within the unit, seniority shall be a determining factor only if factors of ability and aptitude are relatively equal. Seniority shall mean the total length of time the employees have been continuously employed with the Company, including employment with prior Companies at the locations described in Article 1, Recognition.**
- 9.2 Each newly hired employee shall be on probation until he has been an employee of the Company for ninety (90) calendar days from the first day worked. During the probation period the Company shall be sole judge of the ability of the employee and it shall have the right to terminate employee in its sole discretion.**
- A. After the probationary period, each employee shall be considered a regular employee and shall accrue seniority from the date of hire. The Company may extend the probationary period for up to additional forty-five (45) days, when needed, at the Companies discretion. Example for extension; Company encounters a delay in the Government performing background checks and granting written authorization on newly hired Employees; and / or discipline & transfer, or for additional training.**
- B. After the completion of the probationary period, no employee(s) shall be dismissed without just cause. And the exception to this section applies to employee(s) being removed from working under the employer's contract by the client and/or the government, or if the employee(s) credentials have been denied, terminated, and if the employee fails to pass the training and testing requirements per 9.8 a (10). This will be considered just cause and will not be subject to the grievance and/or arbitration procedure. All of the above will require proper documentation.**
- 9.3 In the event of a layoff or recall, seniority shall be the determining factor provided the senior employees are capable of performing the work, the employee with the least seniority shall be laid off first and recall will be in the inverse order of layoff. The employer retains the right to reduce scheduled work hours in lieu of total or partial layoff.**
- 9.4 An employee of the Company that transfers from another location not covered by this Agreement will have no seniority. Such employee will be treated as a new hire.**

#### **9.5 TRANSFER OUT OF UNIT/SUPERVISORS'S SENIORITYTERMINATED/ TEMPORARY UP-GRADE**

**A. Any Bargaining Unit Employee who is promoted out of the bargaining unit will cease to accrue seniority effective with the date of the employee's promotion and will be considered permanently transferred out of the bargaining unit after ninety (90) days from the promotion. If they return to the bargaining unit at a later date, their seniority will resume on that return date.**

**B. This provision excludes days spent during temporary up-grades to a supervisor. Bargaining unit employees that agree to work temporarily as a supervisor in the absence of the full-time supervisor will not have their bargaining unit seniority affected.**

**C. Temporary promotions, to cover leaves of absence by supervisors, will not exceed sixty (60) consecutive days.**

#### **9.6 RECALL RIGHTS**

**(A) An employee who is laid off shall have callback rights for a period equal to the length of service with the employer or a period of six (6) months, whichever is less, and from the employee(s) last worked day on the job, provided the employee(s) meets the job qualifications and requirements.**

**(B) It is responsibility of the laid off employee to keep the Company advised by certified mail of any changes in mailing address. The Company shall be considered to have full-filled its obligation for recall under this Section by sending notice of the job opening to the employee's last known address by certified mail. The employee shall express to the Company, in writing, his intent to return to work not more than seventy-two (72) hours after receipt of the notice from the Company; however, the employee will have a maximum of five calendar days, after notification in which to report for duty.**

**9.7 An employee who is unable to report to work due to injury or illness shall retain his seniority for six (6) months, except he shall be subject to layoff according to seniority.**

#### **9.8 TERMINATION OF SENIORITY AND EXTENDED LEAVE**

**A. The employee's seniority shall be terminated upon the occurrence of any of the following events:**

**(1) Employee is discharged for just cause;**

- (2) Voluntarily resigns;**
- (3) Has been on layoff status in excess of the time limits in Section 9.6 (a);**
- (4) Employee fails to express to the Company his intent to return to work in accordance with Section 9.6 (b);**
- (5) Total or permanent disability on account of injury or illness;**
- (6) Transfers out of the bargaining unit, except as provided in Section 9.5;**
- (7) Employee retires;**
- (8) He/She does not return after the expiration of a leave of absence and no extension has been granted.**
- (9) Is absent from work for two (2) consecutive scheduled workdays without properly notifying the company.**
- (10) The employee does not pass the required training and testing provided by the company or the Government, or after a second attempt within a thirty day (30) period.**

#### **9.9 Seniority Lists**

**A. The Company shall furnish seniority Lists to the Local Union President upon written request by the Union, twice per year. The Union President must make the request for these lists to the Company in writing. An Employee's standing on the posted Seniority List will be final unless protested in writing to the "Site Supervisor" or Contract Manager in districts without a Site Supervisor, no later than thirty (30) calendar days after the list has been posted. Seniority lists will be posted on Bulletin Boards and/or in Company/Union Bulletin Books at each "post".**

**B. The final authority on seniority determinations that are under protest will rest with the available documentation provided by the employee and verified by the Company. The following documentation will be sufficient for the purposes of this section:**

- 1. GSA clearance paperwork or logs,**
- 2. Copied credentials,**
- 3. Federal or State certifications applicable to the Government contract with predecessor Contractor information.**

**9.10 Promotions to higher paid jobs in the bargaining unit will be made in accordance with seniority, provided the employee applies for the position in writing and is capable of performing the work and meet the requirements of**



the Client, and Federal Protective Service (FPS); Department of Homeland Security (DHS).

#### **9.11 FILLING OF VACANCIES**

- A. Employees will bid each twelve months for preference of schedule/shift and post in accordance with seniority, provided the employee(s) is capable of performing the work and meet the requirements (e.g. additional / higher clearances to work at locations like FBI etc.) of the Client and (FPS/DHS). Any permanent interim vacancy that may occur sooner than 12 months will also be filled by seniority, however the employee taking the vacancy must accept the shift and the post connected with vacancy. The Company will post openings within seven (7) days of bidding. Thirty days following the ratification of the Agreement employees will exercise their first preference. When an opening comes available the person bidding for the open shift shall have the first right of refusal for the shift opening.**
  - B. An Employee cannot bid on a location when they are not qualified or the client has requested the employee be removed from the job site, with documentation.**
  - C. The Company will retain the rights to schedule employees to temporary or emergency services hours as needed to perform the required hours as requested by the client and or (FPS/DHS).**
  - D. When seniority is equal between two or more employees bidding for the same opening, then the employee's disciplinary record will be the determining factor in who will be assigned the position, if all else is equal then the situation will be dealt with on a case by case basis.**
- 9.12 The union shall receive a copy of the final bid sheet prior to posting, for any/all preference of shifts and post in accordance with seniority.**

#### **ARTICLE 10 REPORT AND CALL-IN PAY**

- 10.1 In the event an employee reports to work on his regular shift as scheduled without having been previously notified not to report or is called into work by the administrative supervisor and after the completion of his regular scheduled working hours and/or after the completion of any overtime, he shall be given a minimum of two (2) hour pay or work at the applicable rate of pay. This does not include having to stay over his regular scheduled shift to work additional hours.**
- A. It is the employees' responsibility to know their schedule from the posted schedule (which must be posted by the Company, two weeks prior to the schedule changes). If two employees show up for the same shift as a result of**

the employee failing to check the posted schedule, the Company will be released from the call-in pay provision of this Section.

- B. If an employee fails to notify the Supervisor within 30 minutes of their scheduled start time that they will be late, then they will be considered no-call/no-show and forfeit their shift for that day to the employee who has been called in, and subject to discipline, up to and including discharge.**

#### **ARTICLE 11 PAYDAY**

- 11.1 Payday will be on the 10<sup>th</sup> and 25<sup>th</sup> of each Month. If the 10<sup>th</sup> or 25<sup>th</sup> falls on Saturday, then the employees will be paid on Friday. If the 10<sup>th</sup> or 25<sup>th</sup> falls on a Sunday, then the employees will be paid on Monday. If Monday is a Holiday, then payday will be Tuesday. If Friday is a Holiday and the 10<sup>th</sup> or 25<sup>th</sup> falls on Friday, then the employees will be paid on Thursday. In any event the employees will be paid twice monthly.**
- A. The Union and the Company agree to recognize the existing practices for paycheck distribution.**

#### **ARTICLE 12 LEAVES OF ABSENCE**

- 12.1 Upon return from a leave of absence, the employee will be returned to work to the same or similar job he is capable of performing on the basis of seniority as long as he/she meets the requirements of the Client and FPS/DHS.**
- 12.2 An employee who engages in gainful employment without permission of the Company while on a leave of absence shall be subject to disciplinary action up to discharge for just cause.**
- 12.3 All leaves of absence must be applied for in writing on company form and approved by the Administrative Supervisor in writing, and the employee shall be notified in writing whether the leave of absence is approved or denied.**
- 12.4 All leaves of absence shall be for a specific designated period of time and an employee may return to work earlier than the specified date only with the consent of the Company in writing. If an employee(s) fails to return to work by the specified date, without company's approved extension, the employee(s) will be subject to disciplinary actions, including discharge for just cause.**

**12.5 For employees who begin their shift by opening their post (i.e. no relief), and who are returning from an approved leave, should notify the project manager that they intend to return to their normal shift prior to their return date (within 24 hours).**

**12.6 The employer's decision to grant or deny a request for a leave of absence is not arbitrable.**

**12.7 MEDICAL LEAVE**

**A. The Family Medical Leave Act of 1993 is incorporated herein.**

**B. The Company agrees to honor the Family Medical Leave Act of 1993 for all Employees after one year of service to the Employer.**

**C. The 12-week period may be extended at the discretion of the Employer. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Employee may be required to use accrued vacation time during the medical leave. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, who establishes the fitness of the Employee to return to the Employee's previously held work.**

**ARTICLE 13  
HOLIDAYS**

**13.1 Employees shall be paid their straight-time rate of pay not to exceed eight (8) hours of each of the following holidays. All holidays shall be observed on the actual government holiday.**

<b>Columbus Day</b>	<b>Veterans Day</b>	<b>Tbanksgiving Day</b>
<b>Christmas Day</b>	<b>New Years Day</b>	<b>Dr. M.L. King Day</b>
<b>President's Day</b>	<b>Memorial Day</b>	<b>Independence Day</b>
<b>Labor Day</b>		

**13.2 Any full-time or part-time employee shall receive straight time rate of pay for time worked on a holiday. Holiday pay is based on the number of hours each such employee worked in the workweek prior to the workweek in which the holiday occurs.**

**13.3 In order to be eligible for holiday pay, as provided in 13.1. Above, an employee must have been on pay status during the workweek in which the holiday falls, and must have worked the first sccheduled workday prior to the**

**holiday and the first scheduled workday following the holiday, unless the absence or schedule change is excused by the Company in writing.**

- 13.4 Except for Government closures, if a scheduled employee leaves early on either the day before or the day after the holiday, he/she may not receive holiday pay.**

#### **ARTICLE 14 VACATIONS**

- 14.1 Effective October 1, 2006, Full-time/part time employees continuously employed on a FPS contract site by the company or predecessor companies will receive two (2) weeks, vacation with pay after one (1) year of service, three (3) weeks vacation pay after five years service, and four (4) weeks after fifteen years of service on the FPS contract site.**

- 14.2 All employees shall receive vacation pay as set forth in the Service Contract Act. Accrued vacation hours shall be based on hours of service provided by the employee for the previous year on the FPS contract site; for example, a part-time employee works 520 hours during the 12 months preceding the employees' anniversary date. Since the typical number of non-overtime hours in a year of work is 2,080, then the part-time employee would be entitled to  $520/2,080 \times 40 = 10$  hours paid vacation. The determining date for service will be the employee's anniversary date each year and those who meet the eligibility requirements will receive vacation and vacation pay. Health and welfare payment shall not be added to vacation hours, vacations are not accumulative.**

- 14.3 Vacations will be granted to employees at times most desired by the employee in order of their seniority, but the final right as to scheduling of vacations is reserved by the Company in order to assure the orderly operation of its business. Except in the case of Government emergency, or heightened security alerts, a vacation period once assigned will not be canceled by the Company.**

- 14.4 Vacations must be in writing on company form and approved by the Administrative Supervisor in writing at least eight (8) weeks in advance, and the employee must be notified in writing whether the vacation period has been granted or denied. Vacation requests must have specific dates of departure and return.**

- 14.5 Vacations will be scheduled to begin following the employee's last regular scheduled shift.**

- 14.6 Employees must have received pay for two thousand and eighty hours (2080)**

during the year preceding their anniversary date to qualify for one hundred percent (100%) of normal vacation pay. Employees receiving pay for less than two thousand and eighty (2080) hours in the year preceding their anniversary date will be paid vacation pay according to the following schedule:

Zero (0) hours but not yet five hundred and twenty (520) hours equal (=) no vacation pay;

Five hundred and twenty (520) hours but not yet one thousand and forty (1040) hours equal (=) twenty-five percent (25%) of normal vacation pay;

One thousand and forty (1040) hours but not yet one thousand five hundred and sixty (1560) hours equals (=) fifty percent (50%) of normal pay and

One thousand five hundred and sixty (1560) hours but not yet two thousand and eighty (2080) hours equals (=) seventy-five percent (75%) of normal vacation pay.

Upon leaving the services of the Company, the employee will be paid for their vacation if eligible. Employees shall request their vacations in writing at least eight (8) weeks in advance. The employer will give just consideration to employee's desires for specific vacation times consistent with production and client requirements. Vacation and vacation pay is to permit employees to have a period of rest and relaxation away from work. Employees with vacation and vacation pay eligibility can take vacation time off and or vacation pay in lieu of time off when approved by the employer in writing. Vacation pay/time cannot be carried by an employee beyond the year in which the employee became eligible. Employee's will forfeit vacation time or pay not taken during the time he/she became eligible.

- 14.7 At any time during the year, Employees may request in writing to be paid for earned vacation pay in lieu of taking actual vacation leave. The maximum number of cash-out requests paid in the same pay period will be 8 employees, in the order of receipt of the requests.

#### **ARTICLE 15 NON-INTERFERENCE**

- 15.1 The union and/or the union members agree that they will not interfere with the rights of any employee to remain a non-union member nor will they threaten or harass any employee into signing the union membership card. The employer agrees that it will not unlawfully interfere with the rights of its employees to become or remain a union member.

- 15.2 It is not required that any employee belong to the union as a condition of employment.**
- 15.3 The Union agrees to indemnify and holds the Company harmless from any claim, suit or losses arising from any activities by the Union and its members.**
- 15.4 The Company will deduct initiation fees and dues from the wages of any employee covered by this agreement provided that the employee submits written authorization for the Company to make such deductions. Such authorization form shall be provided by the Union. The company will pay over to the proper officer of the Union the wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, social security numbers, dates hired, and amount deducted. The total remittances are to be made fifteen (15) days after the last day of the month for which deductions were made. The Union shall advise the Company of the amount of initiation fees and dues and the manner in which same shall be deducted. The amount so withheld, less any amounts due to any improper withholding, shall be reported and paid to the Union monthly.**

#### **ARTICLE 16 WORK SCHEDULE AND HOURS OF WORK**

- 16.1 The workweek shall be Monday through Sunday.**
- 16.2 An employee's workday shall begin at the start of his shift and continue for a period of twenty-four (24) hours.**

#### **REST PERIODS**

- 16.3 The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.**
- B. In case of Emergencies, the Security Officer will respond to the call.**
- C. Employee(s) will eat their lunch during their tour of duty. In the event the Company's or clients rules prevent an employee from eating their lunch at certain posts, such employee will make arrangements to eat his/her lunch, before the end of their shift, as long as it does not interfere with the employees required duties and during non-peak working hours.**
- 16.4 It is understood that employees will be expected to comply with reasonable requests by the Company to work overtime when operational requirements make such work necessary.**

### Miscellaneous Provisions

- 16.5 It is understood that no employee will work any outside job that conflicts with the operation of the company and or on the same day employee is scheduled work.**
- 16.6 It is understood that no employee will compete for the same services provided by the company or work for any outside company in competition with the employer. This will be considered a violation of the non-competitive clause of the employer, and the employee will be subject to disciplinary action up to and including discharge.**
- 16.7 Employees covered by this Agreement will normally be scheduled off two (2) days per week.**
- 16.8 Normal work schedules shall be posted at the Company office for a seven (7) day period. Changes to the normal work schedule may be made when necessary for proper post coverage, provided the company notify all effected employees in advance, as soon as reasonably possible. Each post will be provided with a copy of their work schedule during the performance of this contract, the parties agree as follows; When work is available, full-time employees will be scheduled to work at least thirty-two (32) hours per week and are to be available to work any additional hours for a forty (40) hour workweek if requested to by the supervisor.**
- 16.9 The Company will retain the rights to schedule employees to temporary or emergency services hours as needed to perform the required hours as requested by the client and or the Government.**

### TEMPORARY/ SPECIAL ASSINGMENTS

- 16.10 Due to changing work environment, and training requirements, all employees are subject to an assignment anywhere within the unit of Local # 224, #246 respectively, on an as needed basis from present duty personnel. These assignments shall be temporary (not to exceed ninety (90) days). If the company feels it necessary the temporary/special assignments can exceed three (3) months. The Company will pay the employee for time in travel for any travel beyond sixty (60) miles (travel to and from work) from the employee's normal place of work or resident whichever is closer to the assignment. All travel time will be at the employees' regular rate of pay excluding H&W, and will not count towards overtime hours.**

**ARTICLE 17  
EQUAL OPPORTUNITY**

The company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, and disabled veteran, veteran of Vietnam era or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, and disabled veteran, veteran of Vietnam era or national origin. Such action shall include but not be limited to the following: Employment, promotions, upgrading, demotion, or transfer; recruitment or recruitment advising; layoff or termination; rate of pay or other forms of compensation; and selection for training, include apprenticeship.

**ARTICLE 18  
WAGES  
GENERAL INCREASE**

**SECURITY OFFICER BASE PAY**

<b>EFFECTIVE</b>	<b>EFFECTIVE</b>
<b>10-1-06</b>	<b>10-1-07</b>
<b>\$ 15.00</b>	<b>\$ 15.50</b>

Sergeants' (lead officer) wage will be \$1.00 an hour above the base rate of Security officers for hours work in a supervisory capacity as per FPS requirements and reflected on the 139 form.

- 18.1 The above wages is the straight time rate of pay for employees covered by this agreement.
- 18.2 Employees who have completed their probationary period, and who are required by the Company to attend classroom training and/or required to qualify on the pistol range will be paid at the general wage rate of pay as established by the U.S. government. This rate of pay will not include fringe benefits or overtime pay.
- 18.3 Any job related work such as obtaining Government required training will be reimbursed to the Company if the employee fails to complete His/Her probationary period.
- 18.4 The employees will be responsible for all State, City, or Parish require commissions or licenses expenses will be the responsibility of the employee and all fines or other expenses associated with the renewal if applicable.



**ARTICLE 19  
JURY DUTY**

- 19.1 Full-time employees on the payroll with one (1) or more years of continuous service will be reimbursed up to one (1) day in any calendar year for any loss of income during their other wise regularly scheduled workweek for time spent on jury service. Employees must inform their supervisor immediately in writing and provide a copy of summons, upon receiving a notice to report for jury service. The company reserves the right to request an exemption when the company determines that the employee(s) absence would create hardship.**
- 19.2 Employee(s) will be reimbursed at the straight time rate of pay for all time spent in a hearing that effects their regular scheduled shift and will not include time spent at the hearing on his/her regular days off. Reimbursement will not exceed 8 hours per day; the time of release on a document from the court clerk will be used for record. Any jury fees received by the employee(s) shall offset said reimbursement.**

**ARTICLE 20  
GENERAL CONDITIONS**

- 20.1 Employees who are requested to come to work prior to the start of their regular shift will be permitted to leave early during the regular workweek with approval from the supervisor.**
- 20.2 Employees shall receive necessary relief when requested for health breaks.**
- 20.3 Employees shall remain at their post until properly relieved or excused by supervision.**
- 20.4 The Union will provide a book for the use of the Union for the purpose of posting Union notices. Such notices to consist of subjects such as:**

**Union Meetings  
Notices of Union elections  
Results of Union elections  
Appointments  
Recreational Affairs  
Social affairs  
Miscellaneous announcements**

**The Union book shall not be used for neither detrimental propaganda nor posting notices adversely reflecting upon the Company.  
The company reserves the right to post notices, Employees are prohibited**

**from removing and/or tampering with any employer notices.**

- 20.5 Supervisors shall act in a supervisory capacity and shall not perform duties performed by employees covered by this Agreement, except in cases of an actual emergency or for the purpose of instructing employees, and to relieve employees for company related business, training and shortages of manpower.**
- 20.6 The Company will not discipline or discharge an employee without just cause. All reprimands, discipline, suspension or discharge shall be in writing to the involved employee within five (5) working days from the date of the action.**
- 20.7 If the State of Louisiana and/or the City of Baton Rouge require that security employees possess a commission card in order to carry a weapon, the employee will pay for the cost of the card including the renewal and fines associated with such renewals if applicable.**
- 20.8 Imposing any disciplinary action on a current charge, the Company will not take into account any infraction occurring more than twelve (12) months previously. The company can use training documentation to reinforce disciplinary action when necessary.**
- 20.9 This agreement is subject to the Service Contract Act and the Fair Labor Standards Act and Wage Determination.**
- 20.10 Wherever the word “employee” or “employees” is used in this Agreement it is referring to employee(s) covered by this Agreement.**
- 20.11 An International representative or Local Union officer will be permitted to visit the location(s) covered by this Agreement by appointment to confer with employees so long as it does not interfere with the employee’s work and is in accordance with visitor rules. The union representative will make arrangements with the Administrative Supervisor at least 24 hours in advance of visitation.**
- 20.12 Not to exceed 30 days, the parties agree that employee(s) may be cross trained to a variety of different posts, and/or worksites, for training purpose and maybe required to work at different worksite at the companies request; for the purpose of increasing productivity; to respond to the needs of the client; to decrease boredom; to reduce the chances of injury resulting from engaging in repetitive motions; to fill in for absent employees; to match a experienced officer with an officer with less experience; for emergency reasons; and or on a temporary basis. The employee’s hourly rate shall remain the same.**

- A. Any employee who fails to attend the mandatory training, with at least a (5) five day notice from the Company, when scheduled to do so, will be responsible to obtain the training requirements at his/her own expense within 15 days and/or before their credentials expire. If the employees' qualifications expire during this time the employee will be subject to discharge for just cause. An employee will not be scheduled for mandatory training during an approved leave of absence, unless the employee agrees otherwise.**
- B. Normal work schedules shall be posted for a seven (7) day period. Changes to the normal work schedule may be made when necessary for proper post coverage, provided the company notify all effected employees in advance, as soon as reasonably possible. Each post will be provided with a copy of their work schedule during the performance of this contract.**

**ARTICLE 21  
UNION LEAVE**

- 21.1 One Union officer or delegate will be granted an unpaid leave of absence up to a maximum of 7 calendar days in a year, upon written request from the International Union, for the purpose of attending Union conventions or other meetings of vital interest to the United Government Security Officers of America. The Union will give the Company advance notice, 14 working days ahead of the requested leave.**

**ARTICLE 22  
MILITARY DUTY**

- 22.1 An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave. Employee(s) must furnish the company a copy of his/her orders as soon as possible, but not later than three (3) days of receipt of such orders. Any Employee who is found in violation of this Article is subject to disciplinary action under Article 7.7**

**ARTICLE 23  
FUNERAL LEAVE**

Upon the occurrence of such an event the affected employee will notify the Project Manager, orally or in writing, immediately and prior to their next scheduled shift of their need for bereavement leave in this section.

An employee will receive three (3) days funeral leave (five days if the funeral is out of State) with one of the days must be the day of the funeral, in the event of a death in the employee's immediate family; such pay will be at the employee's regular straight-time rate for scheduled workdays lost. The immediate family is defined as the employee's father, mother, sister, brother, daughter, son, spouse, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchildren, grandparents, and Step parents. If the Company requests proof of death, the employee will provide such information in the form of an obituary, but not a death certificate. (Limited to three days pay excluding health and welfare, not to exceed 8 hours pay per day. Part-time employees will limited to a maximum of 4 hours per day).

**ARTICLE 24  
OVERTIME**

24.1 A. An overtime rate of time and one-half (1 1/2) of an Employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week.

B. No employee shall work more than twelve (12) consecutive hours in a twenty- four (24) hour period without a minimum of eight (8) hours off excluding circumstances that may be termed acts of God (i.e. natural disasters, unusual weather, medical emergencies, or Bona-fide emergencies as declared by the Government, Company Emergencies with documentation).

C. Holidays, vacation days, paid or unpaid absences, sick time, jury duty, training time, travel time, and bereavement time are not considered time worked for purposes of figuring overtime pay.

**ARTICLE 25**

**MANDATORY OVERTIME / OVERTIME REQUIREMENT**

25.1 The Company retains the right to require the preceding shift to hold over as needed to satisfy the requirement based on low seniority when applicable at

**the affected location / post. The Company will make their best efforts to obtain relief for an officer that is holding over at an assignment.**

- 25.2 If requested to work overtime (i.e. over forty [40] hours in a workweek) or extra hours, and the seniority system is not invoked due to shortness of notice ( i.e. emergency call off) the Employee shall be required to do so unless the Employee is excused for an emergency.**
- 25.3 It is understood that employees will be expected to comply with reasonable requests by the Company to work overtime when operational requirements make such work necessary.**

## **ARTICLE 26 UNIFORMS**

- 26.1 Uniforms and equipment shall be provided by the Company and remain the property of the Company. An adequate number of uniforms will be provided, with each employee. The employee will maintain company issued uniforms, which includes cleaning, minor alterations/repairs, and preventive maintenance. During the course of the negotiations, both parties recognize that a portion of the wage was applied toward uniform maintenance.**
- 26.2 Upon separation/ termination of employment, the employee will be responsible to return all companies uniforms and equipment in a re-issue able condition within five (5) days of the last day worked. All uniforms will be returned dry cleaned in lieu of a \$25.00 surcharge. The employee(s) will be responsible for any lost, stolen, damage equipment issued to the employee(s) while employed, and will be responsible to pay immediately for replacement for missing items.**
- 26.2 Any items not returned within five (5) days upon termination of employment, the cost of replacement would be deducted out of the employees' final paycheck. In the event the employees' final paycheck does not cover all the outstanding charges for equipment/uniforms the union/employee will be liable to pay the balance within five (5) days.**
- 26.3 As of the date of this agreement, new hires will be required to put a \$100 deposit for uniforms. The "Uniform deposit" will come off their first pay check and be returned after all the equipment/uniforms are returned to the company.**

**ARTICLE 27  
HEALTH AND WELFARE**

- 27.1 Effective 10-01-06, employees will receive Health and Welfare benefits in the amount of \$3.10 (three dollar and ten cents) per hour worked not to exceed 40 hours per week.  
Effective 10-01-07, employees will receive Health and Welfare benefits in the amount of \$3.25 (three dollar and twenty-five cents) per hour worked not to exceed 40 hours per week.**

**These funds contributed by the employer will be for a health insurance plan to a bona fid health plan for all bargaining unit employees.**

- 27.2 The company contribution will include any/all company pay status, but not to exceed a forty- (40) hours workweek.**

**ARTICLE 28  
PART-TIME EMPLOYEES  
FLOATERS/ RESERVE**

- 28.2 Should a part-time employee transfer to full-time status his seniority will remain the first day he/she worked.**
- 28.3 When a part-time employee transfers to full-time and he has been employed for at least ninety (90) calendar days, he will not be required to serve a probationary period.**
- 28.4 Part-time employees will receive Health and Welfare benefits as required under the Department of Labor.**
- 28.5 Part-time employees will be used for the purpose of filling a post.**
- 28.6 Part-time employees will accrued vacation hours as set forth in the Service Contract Act, and described in Article 14 of this agreement.**

**ARTICLE 29  
STRIKES AND LOCKOUTS**

- 29.1 The Union agrees that it will not authorize, instigate, aid or condone a strike, work-stoppage or slowdown for any reason during the term of this Agreement, but will take immediately action in attempt to prevent same; and the Employer agrees that it will not engage in a lockout during the term of this agreement or any extension thereof Employees engaged in any such activity shall be subject to discharge or other disciplinary action by the employer**

- 29.2 Neither the union nor any employee will encourage, authorize, participate in or condone any strike. This includes picketing any job sites.**
- 29.3 If a violation of this article occurs, the union will: publicly denounce the strike in all newspapers circulated in Baton Rouge, Louisiana and provide the employer with written notice, within twenty-four (24) hours of its commencement, that the strike is not authorized, is in violation of this labor agreement and is not to be honored.**
- 29.4 The employer shall have the right to cause forfeiture of a like number of days of paid vacation or holidays, or otherwise discharge employees for violation of this article.**

### **ARTICLE 30 SEPARABILITY**

- 30.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or Government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.**
- 30.2 In the event the National Labor Relations Act, the fair Labor Standards Act, or the Walsh-Healy Public Contracts Act, and the rulings and interpretations issued there under are amended, changed or repealed during the terms of this Agreement, the Employer and Union agree that they will at that time, upon written request of either, negotiate on provisions of this Agreement which are affected by such amendments, changes or repeal.**
- 30.3 Should any provision of this Agreement at any time during its life be found in conflict with any Federal or State law or as such laws are amended, then such provision shall continue in effect only to the fullest extent permissible under the applicable law, with the further understanding that at any time thereafter such provision is no longer in conflict with the law, then such provision of the Agreement as originally embodied therein shall be restored in full force and effect as if it had never been in controversy or violation. It further understood and agreed that the provisions of this Agreement are deemed to be separable to the extent that if and when a Court or Government agency of competent jurisdiction adjudges a provision of this Agreement to be in conflict with any law, rule or regulation issued there under, such decision shall not effect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.**

**ARTICLE 31  
WAIVER**

- 31.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of either or both of the parties at the time negotiated or signed this Agreement.**
- 31.2 This agreement is complete in writing.**
- 31.3 This agreement may be amended only by an instrument in writing signed by the General Manager of the Company and the Region Vice-president of the Union. Such an amendment may be effective during the term of this agreement and may extend the term of this contract.**
- 31.4 This agreement does not operate to include, nor does it obligate the employer to continue in effect: any term or condition of employment; any working condition; any benefit; any current or past practice; any rule and/or personnel policy or procedure, which is not covered or contained in this contract, except to the extent that this agreement provides to the contrary.**
- 31.5 If either party suggests any amendment to this agreement, the willingness of the other party to discuss the request, or make any proposal, shall not in any way negate the complete waiver set forth in this article, nor shall the making of any amendment in any way negate the complete waiver set forth therein.**



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

FOR: SOUTHWESTERN SECURITY SERVICES, INC

BY: [Signature]  
TITLE: Mgr  
DATE: 7/13/06

FOR: UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, INTN'L UNION

BY: [Signature]  
TITLE: DIRECTOR  
DATE: 7/13/06

BY: [Signature]  
TITLE: Corp. Office  
DATE: 7/27/06

FOR: UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA LOCAL #224

BY: [Signature]  
TITLE: Union President  
DATE: 7/13/06

FOR: UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA LOCAL #246

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: [Signature]  
TITLE: Vice President  
DATE: 7/13/06

Signature page for Southwestern Security Services, Inc. & UGSOA, Local #224, #246

**ARTICLE 32  
DUES CHECKOFF**

**The Company will deduct initiation fees and dues from the wages of any employee covered by this agreement provided that the employee submits written authorization for the Company to make such deductions. Such authorization form shall be provided by the Union. The company will pay over to the proper officer of the Union the wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, social security numbers, dates hired, and amount deducted. The total remittances are to be made fifteen (15) days after the last day of the month for which deductions were made. The Union shall advise the Company of the amount of initiation fees and dues and the manner in which same shall be deducted. The amount so withheld, less any amounts due to any improper withholding, shall be reported and paid to the Union monthly.**

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**SOUTHWESTERN SECURITY SERVICES, INC.**  
**AND THE**  
**SECURITY, POLICE, AND FIRE PROFESSIONAL OF**  
**AMERICA**  
**INTERNATIONAL UNION (SPFPA)**  
**AND IT'S AMALGAMATED LOCAL # 710**

**OCTOBER 01, 2005**

## **PREAMBLE**

This agreement made and entered into the 1<sup>st</sup> day of, October 2005, by and between Southwestern Security Services, Inc. here in referred to as "Company", "Employer" and the International Union, Security, Police, and Fire Professionals Of America (SPFPA) and its Amalgamated Local #710, here in after referred to as the "Union".

## **ARTICLE 1 RECOGNITION**

The company hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work and other conditions of employment for all security offices, guards and consoles operators who perform guard duties as defined in the Act, at the Cities Listed below in Louisiana, excluding all office clerical employees, professional employees, all other employees and supervisors as defined in the Act, as er, 1984. Certified by the National Labor Relations Board in case No. 15-RC-7132, dated the 14<sup>th</sup> day of DECEMBER.

### **Louisiana**

1. New Orleans
2. Bogalusa
3. Covington
4. Houma
5. Hammond
6. Kenner
7. Plaquemine
8. Gretna
9. Metairie
10. Slidell

## **ARTICLE 2 TERMS OF AGREEMENT**

- 2.01 This agreement shall be effective October 1, 2005 and shall remain in effect through September 30, 2008 and from year to year thereafter, unless written notice of desire to terminate or amend the Agreement is served by either party on the other at least ninety (90) days prior to any anniversary date in order for negotiations to be scheduled.
- 2.02 By mutual consent, any provision of this Agreement may be changed at any time. A party desiring change shall serve written notice on the other party by registered return receipt requested mail, setting forth the proposed changes. Until the proposed changes are agreed upon by both parties, executed with the same

formality as this Agreement agrees upon the proposed changes, this Agreement shall remain in full force and effect.

- 2.03 In the event the National Labor Relations Act, the fair Labor Standards Act, or the Walsh-Healy Public Contracts Act, and the rulings and interpretations issued thereunder are amended, changed or repealed during the terms of this Agreement, the Employer and Union agree that they will at that time, upon written request of either, negotiate on provisions of this Agreement which are affected by such amendments, changes or repeal.
- 2.04 This agreement shall be binding upon the parties hereto and their assigns throughout the terms specified in Section 1 of this Article and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by change of any kind in the legal status, ownership or management of either party hereto.

### **ARTICLE 3 MANAGEMENT RIGHTS**

The company will retain all normal management rights, including the right to hire, transfer, suspend, layoff, promote, or demote, discharge, assign, reward or discipline employees, to temporarily transfer employees between jobs, shifts and departments. In addition, management has rights to determine, alter, revise, change or eliminate any or all means, methods, processes, materials and schedules of performance; to determine or change the duties of jobs and to establish levels of productivity and work standards. Management may require compliance with rules and regulations not in conflict with this Agreement, directing or controlling operations, determine method or manner of operations, determine size of work force, provided, however, the Company does not violate the terms or provisions of this Agreement in its exercise of management rights.

### **ARTICLE 4 UNION-EMPLOYER RELATIONS**

- 4.1 The union will not interfere with, coercion or restraint of the Company in it's exercise of the function of management, including assignments, determination of the number of employees necessary to perform any specific work and/or for the safe, and efficient operation.
- 4.2 There will be no interference with, coercion or restraint of employees in connection with exercise of their rights to bargain collectively, through representatives of their own choosing and/or to engage in concerted activities for

the purpose of collective bargaining or other mutual aid and protection , except as such concerted activities may be prohibited by law or by this agreement.

- 4.3 It is especially agreed that all of the rights, powers or authority vested in the company prior to the signing of this agreement are retained by the Company, including all terms and conditions in the employees performance manual (company handbook), except for those specifically abridged, delegated or modified in this agreement.
- 4.4 There will be no harassment of the Company or the Union by either Union or Non-Union employees; and any report of any employees, Union or Non-Union, making as a practice anti-Union or anti-Company statements, or otherwise attempting to damage the relationship of the Company and the Union, will be considered a proper basis for a grievance, and/or disciplinary action.
- 4.5 The employer and the union agree to promote and encourage the highest degree of friendly and cooperative relationships between their representatives at all levels and between all employees.
- 4.6 It is the purpose of both parties that this agreement will aid in promoting and improving labor and economic relations between the employer and its employees and will provide orderly collective bargaining relations, prompt and equitable disposition of grievances and establish fair wages, hours and other conditions of employment.
- 4.7 The employer and the union realize that these goals depend on more than words in a labor agreement that they depend primarily upon attitudes between the people and their respective organizations and at all levels of responsibility.
- 4.8 The employer and the labor organization agree that proper attitudes must be based upon full understanding of and regard for the respective rights and responsibilities of both the employer and the union. And that no employee/member be allowed to disrupt productivity, or he or she will be subject to disciplinary action.
- 4.9 The Union agrees that proper attitudes and understanding of responsibilities are of major important in the administration of the labor agreement.
- 4.10 They agree that fairness and understanding can only result when it is clear that both the employer and union are sincerely concerned with the best interest and well being of the employer and all of the employees.
- 4.11 The union will make every effort to have each member, to abide by the proper procedures of the entire agreement. (Grievances & Board Charges) The union will introduce this agreement to all members within thirty (30) days of the ratification of the Agreement and to all new members within ninety (90) days of their hire date. The Union will reinforce the steps of the grievance procedure and the

importance of following the chain of command. The Union will give all members an annual refresher of this agreement and the procedures to follow.

## **ARTICLE 5 SAFETY**

- 5.1 It is the policy of the employer to conduct all operations in a safe work environment for all employees.
- 5.2 Issues involving safety violations and or safety concerns will be brought to the company's attention as soon as possible within 24 hours or less.

## **ARTICLE 6 PHYSICAL EXAMINATIONS**

- 6.1 Physical examinations of employees may be required periodically by the Company such examinations will be given at the expense of the Company. Should an employee disagree with the results of an examination affecting his employment status, such employee may, at his own expense; submit a certificate of his physical or medical condition from a physician of his choice within three days of receiving results. Both parties have to agree on third document, if first two are different results at the employee's expense within three working days to get a third opinion.
- 6.1b Medical exam drug test; the company shall not permit any applicant or employee to take multiple tests in order to receive an acceptable reading. The company has the right to request targeted urine drug screening. The employee will be paid their regular hourly rate of pay while being tested. If the results are negative, the company will bear the expense, if the results are positive the employee will bear all the expenses relating to the test for his/her positive reading.
- 6.2 Physical examinations, when required by the employer, will be scheduled by the employer on a non-interference basis with the employee's work schedule and time spent by the employee to obtain the physical examination will be unpaid, unless it is scheduled during the employees regular work schedule. Any testing will not count towards any overtime hours.

**ARTICLE 7  
GRIEVANCE PROCEDURE**

- 7.1 For purposes of this article is to resolve issues. A grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this agreement or the challenges of any disciplinary action taken against an employee.
- 7.1 b If the employer considers a grievance not valid or arbitrable, it will proceed to answer and process the grievance in accordance with all terms of this article, but this will not waive the employer's right to challenge the validity or arbitrability of the grievance.
- 7.2 The Company agrees to meet with the Union at any reasonable time at or in the vicinity of the job site, for the purpose of handling complaints or grievances of employees covered by this Agreement. Any controversy between any employee(s) or the Union and the Company involving the application or interpretation of this Agreement shall be considered a grievance and subject to this procedure. When the Company request a meeting with one or more of the Union Committeepersons during scheduled working hours, the committeeperson will not be docked for time lost in attending such meeting.
- 7.3 The Company agrees to recognize one committeeperson and two (2) alternate committeepersons for the purpose of representing employees in this grievance procedure. The alternate committee person will serve only in the absence of the regular committee person. The union will notify the company, in writing, the names of the stewards.
- 7.4 The local Union President or his designated representative, international representative and/or legal counsel, if desired by the Union, may sit in on third step grievance meeting. All time limits for processing grievances shall be calendar days. Unless a written extension is agreed to by both parties.
- 7.5 The grievance shall specify all of the provisions of the labor agreement, claimed to have been violated.
- 7.5b Claims that the employer violated "all sections of the contract that apply" or equivalent language will not satisfy the union's obligation to notify the employer of breach.

**GRIEVANCE PROCEDURE**

All grievances shall be presented and processed in accordance with the following procedures:

- A. **Step One (Informal Step)**- Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate



supervisor within three (3) working days of the incident being grieved to start the informal procedure. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted it may be submitted in writing to the Manager or designee in accordance with Step two. Issues involving safety violations or safety concerns will be brought to the Company's attention as soon as possible within 24 hours, or less.

B. **Step Two-** If the matter is not resolved informally, the Employee shall, not later than five (5) days after the informal discussion with the immediate supervisor, set forth the facts in writing, with supporting documentation:

- 1). Why the decision was not acceptable?,
- 2). Specifying the Section and paragraph allegedly violated.
- 3). How it was violated?
- 4). What type of resolution the effected employee desires?

This shall be signed by the aggrieved Employee and the steward, and shall be submitted to the Manager or designee. The Manager or designee shall have ten (10) days from the date the grievance was presented to him/her to return a decision in writing with a copy to the aggrieved Employee and the steward.

C. **Step Three** - If the grievance is not settled in Step two, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the decision by the Manager or designee. The Director of Human Resources or designee will have ten (10) days from the date the grievance was presented to, to return a decision, in writing, with a copy to the aggrieved Employee.

C. Any grievance involving discharge may be commenced at Step Two of this procedure. The Steward can sign the grievance for the affected employee as long as the affected employee signs the grievance within 10 days from the date of termination.

**Step Four** - meeting with Federal Mediator hearing such case, then proceeds to arbitration as follows:

An arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Services by alternately striking from the list until one name remains and this individual will be arbitrator.

7.6 The decision of the arbitrator shall be final and binding on all parties concerned. Fees and expenses of the arbitrator shall be borne equally by the Union and the Employer.

- 7.7 Arbitrators cannot change, modify or amend this agreement, but only interpret and apply it.
- 7.8 Satisfactory determination of a grievance made at any step of the procedure will be made a matter of record. All such determinations will be final.
- 7.9 It is agreed that the Committee persons and or his/her designee will be given reasonable amounts of time from regular work schedules for investigating, presenting or attending grievance meetings during the term of this agreement, long as it does not interfere with productivity.
- 7.10 All time limits contained in this Article may be extended by mutual agreement in writing.

## **ARTICLE 8**

### **SENIORITY**

- 8.1 Seniority shall be determining factor in matters affecting layoff and recall. For promotion within the unit, seniority shall be a determining factor only if factors of ability and aptitude are relatively equal. Seniority shall mean the total length of time the employees have been continuously employed with the Company, including employment with prior Companies at the locations described in Article 1, Recognition.
- 8.2 Each newly hired employee shall be on probation until he has been an employee of the Company for ninety (90) calendar days from the first day worked. During the probation period the Company shall be sole judge of the ability of the employee and it shall have the right to terminate employee in its sole discretion. After the probationary period, each employee shall be considered a regular employee and shall accrue seniority from the date of hire.
- 8.2b After the completion of the probationary, no employee(s) shall be dismissed without just cause. And the exception to this section applies to employee(s) being removed from working under the employer's contract by the client and/or the government, or if the employee(s) credentials has been denied, and/or terminated. This will be considered just cause and will not be subject to arbitration.
- 8.3 In the event of a layoff or recall, seniority shall be the determining factor provided the senior employees is capable of performing the work, the employee with the least seniority shall be laid off first and recall will be in the inverse order of layoff. The employer retains the right to reduce scheduled work hours in lieu of total or partial layoff.

8.4 An employee of the Company that transfers from another location not covered by this Agreement will have no seniority. Such employee will be treated as a new hire.

8.5 An employee who accepts a supervisor position with the Company, supervising employees covered by this Agreement, shall retain the seniority he had as of the date of promotion to a supervisor, but shall not accumulate additional seniority while employed in supervisory capacity. If he later returns to the bargaining unit, he will return to a job to which his retained seniority entitles him. After he has been made a supervisor if he does not return to the bargaining unit within ninety (90) calendar days cumulatively. Excluding days spent during temporary up-grades to a supervisor, from the date of hire bargaining unit employees that agree to work temporarily as a supervisor in the absence of the full-time supervisor will be excluded from this Section 7.5.

(A) An employee who is laid off shall have callback rights for a period equal to the length of service with the employer or a period of six (6) months, which ever is less, and from the employee(s) last worked day on the job, provided the employee(s) meets the job qualifications and requirements.

(B) It is responsibility of the laid off employee to keep the Company advised by certified mail of any changes in mailing address. The Company shall be considered to have full-filled its obligation for recall under this Section by sending notice of the job opening to the employee's last known address by certified mail. The employee shall express to the Company his intent to return to work not more than seventy-two (72) hours after receipt of the certified notice from the Company; however, the employee will have a maximum of five calendar days in which to report for duty.

8.6 An employee who is unable to report to work due to injury or illness shall retain his seniority for six (6) months, except he shall be subject to layoff according seniority.

8.7 The employee's seniority shall be terminated upon the occurrence of any of the following events:

(A) Employee is discharged for just cause;

(B) Voluntarily resigns;

(C) Has been on layoff status in excess of the time limits in Section 7.5 (a);

(D) Employee fails to express to the Company his intent to return to work in accordance with Section 7.5 (b);

(E) Total or permanent disability on account of injury or illness;

(F) Transfers out of the bargaining unit, except as provided in Section 7.5;

(G) Employee retires;

(H) He/She does not return after the expiration of a leave of absence and no extension has been granted.

(I) Is absent from work for two (2) consecutive scheduled workdays without properly notifying the company.

- 8.8 The Company shall prepare an up-to date seniority list, which shall be posted every six (6) months at a location convenient for employees to check and the Company shall furnish a copy to the Union. In the event changes in the seniority roster the Company will post another roster showing the changes.
- 8.9 Promotions to higher paid jobs in the bargaining unit will be made in accordance with seniority, provided the employee is capable of performing the work and meet the requirements of the Client, and GSA.
- 8.10 Employees will bid each twelve months for preference of shift and post in accordance with seniority, provided the employee(s) is capable of performing the work and meet the requirements of the Client and FPS/DHS. Any permanent interim vacancy that may occur sooner than 12 months will also be filled by seniority, however the employee taking the vacancy must accept the shift and the post connected with vacancy. Employees will be allowed to bid on any interim vacancy, provided there seniority is equal or less than the available vacancy. The Company will post openings within seven (7) days of bidding. Thirty days following the ratification of the Agreement employees will exercise their first preference.
- 8.10b The Company will retain the rights to schedule employees to temporary or emergency services hours as needed to perform the required hours as requested by the client or FPS/DHS.
- 8.11 The union shall receive a copy of the final bid sheet prior to posting, for any/all preference of shifts and post in accordance with seniority.

#### **ARTICLE 9 REPORT AND CALL-IN PAY**

- 9.1 In the event an employee reports to work on his regular shift as scheduled without having been previously notified not to report or is called into work by the administrative supervisor and after the completion of his regular scheduled

working hours and/or after the completion of any overtime, he shall be given a minimum of four (4) hours pay or three (3) hours work at the applicable rate of pay. This does not include having to stay over his regular scheduled shift to work additional hours.

#### **ARTICLE 10 PAYDAY**

- 10.1 Payday is normally on the 5<sup>th</sup> and the 20<sup>th</sup> every month for services performed during the period ending five (5) days previously for the end of the prior calendar month and the 15<sup>th</sup> of the month, respectively. If the 5<sup>th</sup> or 20<sup>th</sup> falls on the weekend or holiday, the payday will be the following business day. Changes will be made and announced in advance whenever Company holidays or closings interfere with normal pay schedule.

#### **ARTICLE 11 LEAVES OF ABSENCE**

- 11.1 Employees will be eligible for a leave of absence after a year of service with the company and may receive non-paid leaves of absence not exceeding twelve (12) weeks for good cause. The company may grant such leave of absence for restoration of health, medical, dental, maternity leave, or other treatment, as per the Family Medical Leave Act; seniority will not accumulate during such leaves unless otherwise specified.
- 11.2 The parties agree that none of the rights provided to the employer and to employees by the FAMILY AND MEDICAL LEAVE ACT, 29 UNITED STATES CODE 2601, have been reduced or eliminated herein.
- 11.3 Upon return from a leave of absence, the employee will be returned to work to the same or similar job he is capable of performing on the basis of seniority as long as he/she meets the requirements of the Client and GSA.
- 11.4 An employee who engages in gainful employment without permission of the Company while on a leave of absence shall be subject to disciplinary action up to discharge for just cause.
- 11.5 All leaves of absence must be applied for in writing on company form and approved by the Administrative Supervisor in writing, and the employee shall be notified in writing whether the leave of absence is approved or denied.
- 11.6 All leaves of absence shall be for a specific designated period of time and an employee may return to work earlier than the specified date only with the consent of the Company in writing. If an employee(s) fails to return to work by the

specified date, without company's approved extension, the employee(s) will be subject to disciplinary actions, including discharge for just cause.

- 11.7 The employer's decision to grant or deny a request for a leave of absence is not arbitrable.

**ARTICLE 12  
HOLIDAYS**

- 12.1 Employees shall be paid their straight-time rate of pay **not to exceed eight (8) hours** of each of the following holidays. All holidays shall be observed on the actual government holiday.

Columbus Day	Veterans Day	Thanksgiving Day
Christmas Day	New Years Day	Dr. M.L. King Day
President's Day	Memorial Day	Independence Day
Labor Day		

- 12.2 Any employee scheduled to work on any of the above holidays shall receive one and one-half times the straight –time rate of pay for all time worked on the holiday in addition to holiday pay as provided in 11.1 above, not to exceed 8 hrs.
- 12.2b Any part-time or temporary employee shall receive straight time rate of pay for time worked on a holiday in addition to holiday pay based on the number of hours each such employee worked in the workweek prior to the workweek in which the holiday occurs.
- 12.2c In order to be eligible for holiday pay, as provided in 12.1. Above, an employee must have been on pay status during the workweek in which the holiday falls, and must have worked the first scheduled workday prior to the holiday and the first scheduled workday following the holiday, unless the absence in excused by the Company in writing.
- 12.3 An employee may not receive holiday pay if he/she is tardy on their scheduled shift either the last scheduled day before or the first scheduled day after the holiday.
- 12.4 If a scheduled employee leaves early on either the day before or the day after the holiday, he/she may not receive holiday pay.
- 12.5 In the event the Government gives a Federal day off and the employee is not required to be their regular scheduled location, due to the building closure, only the employees scheduled to work on said day will be paid their regular hours scheduled not to exceed eight (8) hours per day, with the approval from the Government in writing. All holiday and 'Government days off' hours will not be counted towards overtime.

## ARTICLE 13

### VACATIONS/ PERSONAL TIME OFF/ SICK LEAVE (PTO)

#### 13.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligible full-time Employees shall obtain their vacations/PTO in accordance with the following schedule:

Upon completion of years of service: 1 yr. - 5 yrs	- 2 weeks = 10 days/PTO
Upon completion of years of service: 6 yr. - 15 yrs	- 3 weeks = 15 days/PTO
Upon completion of years of service: 16 yr. - 19yrs	- 4 weeks = 20 days/PTO
Upon completion of years of service: 20 + yrs.	- 5 weeks = 25 days/PTO

#### 13.2 ELIGIBLE PART-TIME EMPLOYEES

Part-time employees will not eligible for vacation/PTO leave.

#### 13.3 SCHEDULING VACATIONS

- A. Vacations will be granted to employees at times most desired by the employee in order of their seniority, but the final right as to scheduling of vacation/PTO is reserved by the Company in order to assure the orderly operation of its business. Except in the case of an emergency, or **heightened security alerts**, a vacation period once approved will not be canceled by the Company if all possible. Vacation/PTO time will not accrue.
- B. All Vacation/PTO requests must be in writing on company form and approved by the Administrative Supervisor in writing at least **eight (8) weeks** in advance, and the employee must be notified in writing whether the vacation period have been approved or denied. **Vacation requests must have specific dates of departure and return. If the company does not approve a vacation in writing the employee will consider their request denied, unless approved in writing. NO VACATION LEAVES WILL BE APPROVED VERBALLY.**
- C. Each vacation/PTO period shall be the twelve (12) months the vacation is earned and each succeeding anniversary date. No vacation/PTO time is earned unless the employee reaches their respective anniversary date each year.
- D. Upon leaving the services of the Company, the employee will be paid for their vacation if eligible. Employees shall request their vacations in writing at least **eight (8) weeks** in advance. The employer will give just consideration to employee's desires for specific vacation times consistent with production and client requirements. Vacation/PTO leave is to permit employees to have a period of rest and relaxation away from work. Employees with vacation and vacation pay

eligibility can take vacation time off or vacation pay in lieu of time off when approved by the employer in writing. No employee can take vacation/PTO pay and expect vacation/PTO leave at a later date. Once an employee receives vacation/PTO pay he/she is not eligible for vacation/PTO leave.

- E. Time off will be approved as long as it does not cause financial hardship to the company (i.e. overtime, travel time, hotel expense, etc.).
- F. No vacation or personal time off will be approved from December 15<sup>th</sup> thru January 7<sup>th</sup>, unless there is a bonified emergency with documentation.
- G. Employee may request Personal Time Off and use a vacation day (if eligible) as long as he or she requests the day or days in writing with at least a 36 hour notice. The leave must be approved or disapproved by lead officer/sergeant or company contract supervisor in writing. In case of a bonified PTO emergency (illness), an employee must provide a doctor's excuse, if the PTO request is less than a 36 hour notice.

#### **13.4 UNUSED VACATION**

Excess earned vacation (unused) will be paid to the employee on the employees' anniversary date, and when requested in writing by the employee.

#### **13.5 PAY IN LIEU OF VACATION LEAVE**

At any time during the year, Employees may request in writing to be paid for earned vacation/PTO pay in lieu of taking actual vacation/PTO leave. The maximum number of cash-out requests paid in the same pay period will be 2 employees, in the order of receipt of the requests. If an employee requests a cash-out of their vacation/PTO and they are denied payment due to the "2 employee maximum" provision of this section will be paid in the following pay-periods, on a first come first basis.

Vacation/PTO pay cannot be carried by an employee beyond the year in which the employee became eligible.

### **ARTICLE 14 CHECK OFF OF UNION DUES**

- 14.1 Subject to limitations of any State or Federal law the Company agrees to deduct from the first (1<sup>st</sup>) paycheck earned each calendar month by an employee covered by this Agreement, the Union membership dues for that month and uniform initiation fees as a condition of membership, levied by the International Union or the applicable Local Union in accordance with said Union's Constitutional and by



laws, of each member of the Union who has in effect at that time a proper authorization card executed by the employee authorizing the Company to make such deductions. If an employee is passed over in the deduction of dues and/or initiation fees for the current month, such deductions shall be made in the subsequent month.

- 14.2 All sums collected in accordance with such signed authorization cards shall be remitted by the Company to the Secretary-Treasurer of the Local Union (SPFPA) not later than the end of the month in which such sums were deducted by the Company. The Company shall be free from all liability by reason of the checking off of dues and initiation fees. Authorization cards shall not be irrevocable for a period longer than one (1) year or until the termination of this Agreement, whichever occurs sooner.

The union and/or the union members agree that they will not interfere with the rights of any employee to remain a non-union member nor will they threaten or harass any employee into signing the union membership card.

The employer agrees that it will not unlawfully interfere with the rights of its employees to become or remain a union member.

- 14.3 The Company agrees to provide the Local Union with a copy of the printout showing the names of employees from whom dues and/or initiation fees were deducted.
- 14.4 The Union agrees to identify and holds the Company harmless from any claim, suit or losses arising from the deduction of dues or initiation fees by the Company.

## **ARTICLE 15 WORK SCHEDULE AND HOURS OF WORK**

- 15.1 The workweek shall be **Monday through Sunday**.
- 15.2 An employee's workday shall begin at the start of his shift and continue for a period of twenty-four (24) hours.
- 15.3 Employee(s) will eat their lunch during their tour of duty. In the event the Company's rules prevent an employee from eating their lunch at certain posts, such employee will be given relief to eat his/her lunch, before the end of their shift.

- 15.4 It is understood that employees will be expected to comply with reasonable requests by the Company to work overtime when operational requirements make such work necessary.
- 15.5 It is understood that no employee will work any outside job that conflicts with the operation of the company and or on the same day employee is scheduled work.
- 15.6 It is understood that no employee will compete for the same services provided by the company or work for any outside company in competition with the employer. This will be considered a violation of the non-competitive clause of the employer, and the employee will be subject to disciplinary action including discharge.
- 15.7 Employees covered by this Agreement will normally be scheduled off two (2) days per week.
- 15.8 Normal work schedules shall be posted at the IRS SECURITY DESK/F.EDWARD HEBERT FEDERAL BUILDING for a seven (7) day period. Changes to the normal work schedule may be made when necessary for proper post coverage, provided the company notify all effected employees in advance, as soon as reasonably possible. Each post will be provided with a copy of their work schedule during the performance of this contract, the parties agree as follows.
- 15.9 When work is available, full-time employees will be scheduled to work at least thirty-two (32) to (36) hours per week and are to be available to work any additional hours for a forty -(40) hour workweek if requested to by the supervisor.

**ARTICLE 15 A  
EQUAL OPPORTUNITY**

The company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, and disabled veteran, veteran of Vietnam era or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, disabled veteran, veteran of Vietnam era or national origin. Such action shall include but not be limited to the following: Employment, promotions, upgrading, demotion, or transfer; recruitment or recruitment advising; layoff or termination; rate of pay or other forms of compensation; and selection for training, include apprenticeship.

**ARTICLE 16  
WAGES  
GENERAL INCREASE**

<b>SECURITY OFFICER</b>	<b>PRESENT</b>	<b>EFFECTIVE 10-1-05</b>	<b>EFFECTIVE 10-1-06</b>	<b>EFFECTIVE 10-1-07</b>
	<b>\$ 15.72</b>	<b>\$ 16.50</b>	<b>\$ 17.00</b>	<b>\$ 17.50</b>

**Sergeants' (lead officers) wage will be \$1.00 an hour above the base rate of Security officers for any hours performs as a sergeant on GSA form 139.**

- 16.1 The above wages is the straight time rate of pay for employees covered by this agreement.
- 16.2 Employees who have completed their probationary period, and who are required by the Company to attend classroom training and/or required to qualify on the pistol range will be paid at the **minimum wage rate of pay as established by the U.S. government.**
- 16.3 Any job related work such as obtaining police commission cards will be reimbursed by the Company after the employee(s) completes his/her probationary period.

**ARTICLE 17  
JURY DUTY**

- 17.1 Full-time employees on the payroll with one (1) or more years of continuous service will be reimbursed up to three (3) days in any calendar year for any loss of income during their other wise regularly scheduled workweek for time spent on jury service. Employees must inform their supervisor immediately in writing and provide a copy of summons, upon receiving a notice to report for jury service. The company reserves the right to request an exemption when the company determines that the employee(s) absence would create hardship.
- 17.2 Employee(s) will be reimbursed at the straight time rate of pay for all time spent in a hearing that effects their regular scheduled shift and will not include time spent at the hearing on his/her regular days off. Reimbursement will not exceed 8 hours per day; the time of release on a document from the court clerk will be used for record. Any jury fees received by the employee(s) shall offset said reimbursement.

**ARTICLE 18  
GENERAL CONDITIONS**

- 18.1 Employees who are requested to come to work prior to the start of their regular shift will be permitted to leave early during the regular workweek with approval from the supervisor.
- 18.2 Employees shall receive necessary relief when requested for health breaks.
- 18.3 Employees shall remain at their post until properly relieved or excused by supervision.
- 18.4 Upon prior notice a written request for a leave of absence without pay for a period not to exceed ten (10) calendar days in any year shall be granted to not more than one (1) employee to attend Union conventions or conferences. Such leave of absence shall be without loss of seniority or benefits. Such leave must be requested, in writing, and at least sixty (60) days prior to the requested time off.
- 18.5 The Company will provide a bulletin board for the use of the Union for the purpose of posting Union notices. Such notices to consist of subjects such as:
- Union Meetings
  - Notices of Union elections
  - Results of Union elections
  - Appointments
  - Recreational Affairs
  - Social affairs
  - Miscellaneous announcements
- The bulletin board shall not be used for neither detrimental propaganda nor posting notices adversely reflecting upon the Company.
- The company reserves the right to post notices, memos for clarification purposes, on a periodical basis. Employees are prohibited from removing and/or tampering with any employer notices.
- 18.6 Supervisors shall act in a supervisory capacity and shall not perform duties performed by employees covered by this Agreement, except in cases of an actual emergency or for the purpose of instructing employees, and to relieve employees for company related business or training. When no bargaining unit employees are available, supervision will be permitted to stand by until a bargaining unit employee reports for duty.
- 18.7 Employees who fail any required training qualifications after given a second opportunity to pass will be subject to termination; this will be considered for just cause and is not subject to arbitration.

- 18.8 When an employee is being interviewed concerning an incident, which could result in disciplinary action against the employee, by the Company, the employee can either request or deny a Union steward to be present during the disciplinary procedure. This must be done in writing.
- 18.9 If the State of Louisiana and/or the City of New Orleans require that security employees possess a commission card in order to carry a weapon, the Company will pay for the cost of the card including the renewal, after the employee meets the probation period.
- 18.10 Imposing any disciplinary action on a current charge, the Company will not take into account any infraction occurring more than twelve (12) months previously. The company can use training documentation/ safety minutes to reinforce disciplinary action when necessary.
- 18.11 This agreement is subject to the Service Contract Act and the Fair Labor Standards Act and Wage Determination.
- 18.12 The cost of police commission cards will be reimbursed by the company after the employee(s) complete his/her probationary period if failure to obtain police commission prior to the expiration date the employee will bear all cost associated with the renewal
- 18.13 An International representative or Local Union officer will be permitted to visit the location(s) covered by this Agreement by appointment to confer with employees so long as it does not interfere with the employee's work and is in accordance with visitor rules. The union representative will make arrangements the Administrative Supervisor at least 24 hours in advance of visitation.
- 18.14 The parties agree that employee(s) may be cross trained to a variety of different posts, and/or worksites, for training purpose and maybe required to work at different worksite at the companies request; for the purpose of increasing productivity; to respond to the needs of the client; to decrease boredom; to reduce the chances of injury resulting from engaging in repetitive motions; to fill in for absent employees; to match a experienced officer with an officer with less experience; for emergency reasons; and or on a temporary basis. The employee's hourly rate shall remain the same.
- 18.15 Employees who have completed their probationary period, and who are required by the company to attend classroom training and/or required to qualify on the pistol range will be paid at the minimum wage rate of pay as established by the U.S. Government for actual training time only. Employees who fail to attend mandatory training will be responsible within 15 days to obtain the training at the Employees expense.

**ARTICLE 19  
MILITARY DUTY**

- 19.1 Employee(s) called to temporary active duty in the United States Armed Forces reserve components or National Guard shall receive a leave of absence to attend such training. Such leave will be without pay, but without loss of seniority and upon returning to work after such leave, will return to the job that they held prior to the leave.
- 19.2 The employee will notify the Company as soon as possible after they are aware of the need of a military leave. Employee(s) on leave of absence for the performance of duty with the U.S. armed forces, or with a component thereof shall be granted on accordance with the applicable law(s). Employee(s) must furnish the company a copy of his/her orders within three (3) days of receipt of such orders. And must contact the company at least five (5) day after returning for a work schedule.

**ARTICLE 20  
FUNERAL LEAVE**

An employee will receive three (3) days funeral leave with (not to exceed 8 hrs per day, one of the days must be the day of the funeral) in the event of a death in the employee's immediate family; such pay will be at the employee's regular straight-time rate for scheduled workdays lost. The immediate family is defined as the employee's father, mother, sister, brother, daughter, son, spouse, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchildren, and grandparents. If the Company requests proof of death, the employee will provide such information.

**ARTICLE 21  
OVERTIME**

- 21.1 Time worked in excess of forty (40) hours in workweek shall be considered overtime and will be paid at the rate of one and one-half times.
- 21.2 Holidays, vacation days, paid or unpaid absences, sick time, jury duty and bereavement time are not considered time worked for purposes of figuring overtime pay.
- 21.3 There will be no benefits (i.e. health and welfare) paid over forty (40) hours per week.
- 21.4 It is understood that overtime will be equally divided among employees in the same classification, as reasonably as possible. For the purpose of equalization of

overtime hours, overtime offered an employee and refused will be charged to the employee overtime record as overtime refused and the employee will be bypass next time overtime becomes available. An overtime record will be maintained by the Company showing overtime hours worked or refused by employees. The overtime record will be posted at the IRS SECURITY DESK on a bi-monthly basis. Overtime will be entered on the employee's overtime record on the basis of hours, whether worked or refused. New employees will be added to the bottom of the over-time record.

## **ARTICLE 22 UNIFORMS**

- 22.1 Uniforms and equipment shall be provided by the Company and remain the property of the Company. An adequate number of uniforms will be provided, for each employee. Company issued uniforms will be maintained by the employee, that includes cleaning, minor alterations/repairs, and preventive maintenance.
- 22.2 Upon separation/ termination of employment, the employee will be responsible to return all companies uniforms and equipment in a re-issue able condition within five (5) days of the last day worked. All uniforms will be returned cleaned in lieu of a \$25.00 surcharge. The employee(s) will be responsible for any lost, stolen, damage equipment issued to the employee(s) while employed. Any items not returned within five (5) days, the cost of replacement will be deducted out of the employees final paycheck. Any outstanding charges for equipment including uniforms will be billed to the employee for payment. Uniform allowance was considered as part of the wages set forth in article 16.

## **ARTICLE 23 HEALTH AND WELFARE**

- 23.1.1 Effective 10-01-05, employees will receive Health and Welfare benefits in the amount of \$2.87 (two dollar and eighty seven cents) per hour worked not to exceed 40 hours per week.  
Effective 10-01-06, employees will receive Health and Welfare benefits in the amount of \$3.10 (three dollar and ten cents) per hour worked not to exceed 40 hours per week.  
Effective 10-01-07, employees will receive Health and Welfare benefits in the amount of \$3.35 (three dollars and thirty five cents) per hour worked not to exceed 40 hours per week.  
These funds contributed by the employer will be for a health insurance plan or at the discretion and option of the company the funds would go towards some type of severance package in the employee's name. If the Company chooses the later the employee will be responsible for any cost associated with the severance package including any and all taxes.

- 23.2 The company contribution will include any/all company pay status, but not to exceed a forty- (40) hours workweek.

**ARTICLE 24  
PART-TIME EMPLOYEES  
FLOATERS/ RESERVE**

- 24.1 It is understood that part-time employees will be limited to not more than (20) percent of the total full-time employee bargaining unit.
- 24.2 Part-time employees will have seniority among part-time employees only.
- 24.3 Should a part-time employee transfer to full-time status his seniority will begin the first day worked as a full-time employee.
- 24.4 When a part-time employee transfers to full-time and he has been employed for at least ninety - (90) calendar days, he will not be required to serve a probationary period.
- 24.5 Part-time employees will receive Health and Welfare benefits as required under the Department of Labor.
- 24.6 Part-time employees will be used for the purpose of filling a post.

**ARTICLE 25  
STRIKES AND LOCKOUTS**

- 25.1 The Union agrees that it will not authorize, instigate, aid or condone a strike, work-stoppage or slowdown for any reason during the term of this Agreement, but will take immediately action in attempt to prevent same; and the Employer agrees that it will not engage in a lockout during the term of this agreement or any extension thereof Employees engaged in any such activity shall be subject to discharge or other disciplinary action by the employer
- 25.2 Neither the union nor any employee will encourage, authorize, participate in or condone any strike. This includes picketing any job sites.
- 25.3 If a violation of this article occurs, the union will: publicly denounce the strike in all newspapers circulated in New Orleans, Louisiana and provide the employer with written notice, within twenty-four (24) hours of its commencement, that the strike is not authorized, is in violation of this labor agreement and is not to be honored.



- 25.4 The employer shall have the right to cause forfeiture of a like number of days of paid vacation or holidays, or otherwise discharge employees for violation of this article.

## **ARTICLE 26 SEPARABILITY**

Should any provision of this Agreement at any time during its life be found in conflict with any Federal or State law or as such laws are amended, then such provision shall continue in effect only to the fullest extent permissible under the applicable law, with the further understanding that at any time thereafter such provision is no longer in conflict with the law, then such provision of the Agreement as originally embodied therein shall be restored in full force and effect as if it had never been in controversy or violation. It further understood and agreed that the provisions of this Agreement are deemed to be separable to the extent that if and when a Court or Government agency of competent jurisdiction adjudges a provision of this Agreement to be in conflict with any law, rule or regulation issued there under, such decision shall not effect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.

## **ARTICLE 27 WAIVER**

- 27.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of either or both of the parties at the time negotiated or signed this Agreement.
- 27.2 All fringe benefits have been addressed in this agreement.
- 27.3 This agreement may be amended only by an instrument in writing signed by the General Manager of the Company and the Region 10 Vice-president of the Union. Such an amendment may be effective during the term of this agreement and may extend the term of this contract.

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

FOR SOUTHWESTERN SECURITY SERVICES, INC

FOR INTERNATIONAL UNION SECURITY, POLICE AND FIRE PROFESSIONAL OF AMERICA (SPEPA)

BY: [Signature]  
TITLE: Gen Mgr  
DATE: 8/31/05

BY: [Signature]  
TITLE: Vice-President  
DATE: 8/31/05

**APPENDIX "A"**

**VOLUNTARY CHECK-OFF AUTHORIZATION AND ASSIGNMENT OF  
INITIATION FEES AND DUES (FOR MEMBERS OF)  
SPFPA UNION LOCAL NO. 710**

I here authorize Southwester Security, Inc. to deduct each week from my wages the sum of \$ \_\_\_\_\_, for a period of \_\_\_\_\_ weeks, which is the regular, initiation (or reinstatement) fee of Local Union 710. I further authorize the Company to hereafter Deduct from my wages each month, the sum of, and equivalent to, two and one-half hours (2 ½) of my current straight time pay, on account of membership dues. The sums thus deducted are hereby assigned by me to the International Union, SPFPA, and are to be remitted by the Company to the Financial Secretary of the Union, SPFPA. I submit the authorization and assignment with the understanding that it will be effective and irrevocable for a period of one year from this date, up to the termination date of the current Collective Bargaining Agreement between the Company and it's Amalgamated Local No. 710, SPFPA, whichever occurs sooner. This authorization and assignment shall continue in full force, and effect for yearly periods beyond the irrevocable period set forth above, unless revoked by me, by written notice to the Company and the Union (60) sixty days, and not more than (75) seventy-five days, before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

\_\_\_\_\_  
EMPLOYEE

UNION OFFICIAL

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

**PART I – STATEMENT OF WORK**

**1. Use of Acronyms**

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

ATR	Agency Technical Representative
BICE	Bureau of Immigration and Customs Enforcement
CGIM	Contract Guard Information Manual
CHR	Contract Hourly Rate
CM	Contract Manager
CO	Contract Officer
COTR	Contract Officer's Technical Representative
ACOTR	Assistant Contract Officer's Technical Representative
DHS	Department of Homeland Security
DOL	Department of Labor
FAR	Federal Acquisition Regulation
FPO	Federal Protective Officer
FPS	Federal Protective Service
FSS	Federal Supply Schedule
GSA	General Services Administration
GSAR	General Services Acquisition Regulations
SAS	Special Additional Services
SF30	Standard Form 30 (Amendment of Solicitation/Modification of Contract)
SOW	Statement of Work
TAS	Temporary Additional Services

The following terms, as used in this SOW, are synonymous:

- Price Quotation – Part II Exhibit 1 (Price Schedules and Summary Worksheet)
- Contractor – Federal Supply Schedule Contractor and Offeror
- Solicitation – Request for Quotation

**2. Introduction (Scope of Work)**

The Contractor shall furnish all management, supervision, manpower, material, supplies, and equipment (except as otherwise provided by the Government), and shall plan, schedule, coordinate and ensure effective performance of all services described in this SOW. The successful contractor's current Federal Supply Schedule for armed guard services is incorporated into this SOW at the time of the award of a Task Order. The Government intends to award one task order for Armed Guard Services as indicated on the Price Worksheets Part II, Exhibit 1, of this SOW.

### **3. Introduction (FPS)**

As an integral part of the FPS team, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, copy of pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW. The Contractor shall perform to the standards required in the Task Order and will be expected to work closely with FPS representatives throughout the duration of the service.

FPS is a part of U. S. Department of Homeland Security, U.S. Bureau of Immigration and Customs Enforcement (ICE) and is responsible for the security and law enforcement in Government controlled buildings, as well as the buildings' tenants and visitors.

Contract security guards have a crucial and highly visible role in FPS's mission. They are usually the first, and sometimes the only contact visitors have with FPS. They are usually the first line of defense in a Government controlled facility. Visitors and federal employees do not usually distinguish between FPS police officers and contract guards. To them contract guards are FPS. Therefore, it is crucial that the Contractor ensure that their employees realize the importance of their role, know their duties and perform their duties courteously and professionally at all times.

### **4. Task Order**

The Contractor shall be required to provide Armed Guard Services at the locations specified in the Part II, Exhibit 1, Price Schedule of the SOW in accordance with the requirements of this SOW .

Services shall be ordered under the Contractor's Federal Supply Service (FSS) Multiple Award Schedule (MAS) contract via Optional Form 347, Order for Supplies and Services. For the purpose of this SOW, the Optional Form 347 shall hereinafter be referred to as a "Task Order".

The Government has the unilateral right to add, decrease, cancel, or modify services stated in the Task Order, as long as the change is within the scope of the services required. The Contractor will be obligated to provide services at the specified hourly rates contained in the Price Schedule Worksheet. Modifications will be stipulated on a separate Standard Form 30 which will reference the Contractor's FSS Schedule Contract number, the Task Order number, and the modification number.

The services to be provided under this Contract shall be accomplished at the locations listed in the Task Order. The exact locations and duty hours for each location are specified in Part II Exhibit 1.

#### **4.1 Contract Hourly Rates (CHR)**

CHS shall include all Contractor's "billable" or "loaded" costs for the performance of all services to be provided under this Task Order, to include and not limited to: all wages, salaries, overhead, general & administrative, and profit; all labor costs; management, quality control, and operational costs; training, weapons, storage; travel and travel-related costs; supplies, equipment, materials, vehicles, insurance, payroll overhead, reports, deliverables; administrative, and all other direct and indirect costs not specifically included for the Contractor's successful in accordance with this SOW. The CHR for the discipline of Supervisor is NOT subject to price adjustments authorized and considered under the Fair Labor Standards Act – Price Adjustment clause, as this Task Order's Supervisor discipline meets the definition established by the National Labor Relations Board and is not subject to the Service Contract Act. The Government is contracting for two disciplines: Armed (Productive) Guard II and Supervisor, as defined above. Prices or CHR for any and all Temporary Additional Services (TAS) shall be at the identical rates accepted as of the date of this Task Order.

**5. Term of Task Order (Start Date – Ending Date)**

The start date for services will be specified in the resulting Task Order, and is anticipated to be March 1, 2007. The period of performance is one base period of seven (7) months with (3) one-month option periods. The option periods may be exercised at the sole discretion of the Government, and are not a contractual right on the part of the successful offeror/contractor.

**5.1. Ordering Procedures**

Services shall be provided only as authorized by the Task Orders issued by the Government for the performance of services at the specific locations/posts and in the geographical boundaries established by each Task Order.

- a. The Contractor shall provide services only as requested by all authorized COs.
- b. Authorization for services will normally be by written Task Order or modification signed by an authorized ordering official. Unless otherwise authorized, Task Order will be issued on an Optional Form 347, Order for Supplies or Services, by the ordering official specifying on the order the following information.
  - 1) Date of order
  - 2) Contract Number and Order Number
  - 3) Item number and work description
  - 4) Contract (CHR) Hourly Rate as accepted by the Government at the time the Task Order is issued
  - 5) Delivery or performance date
  - 6) Place of delivery or performance
  - 7) Any other pertinent information
- c. All Task Orders must be properly executed and signed by an authorized CO prior to commencement of the work being provided.

- d. The CO cannot award a Task Order to a Contractor whose prices are not determined to be fair and reasonable. In the event that prices quoted by offerors are not determined to be fair and reasonable to both the offeror and the Government, the CO may initiate negotiations with the offeror to arrive at a fair and reasonable price.

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

### **6.1. Contracting Officer (CO)**

The COs name, address, and telephone number will be stated in each Task Order.

The CO has the overall responsibility for the administration of the Task Order. She/he alone is authorized to take action on behalf of the Government to modify, add additional work, or deviate from the Task Order terms and conditions; make final decisions on unsatisfactory performance; terminate the Task Order for convenience or default; and issue final decisions regarding questions or matters under dispute or protest. She/he may delegate certain other responsibilities to her/his authorized representatives.

### **6.2. Contracting Officer's Technical Representative (COTR)**

The COTRs name, address, and telephone number will be stated in each Task Order.

The COTR is designated to assist the CO in the discharge of her/his responsibilities. The responsibilities of the COTR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the Task Order; acting as the Government's representative at the work site(s); ensuring compliance with the Task Order requirements; and advising the CO of any factors which may delay, interfere, or affect the performance of work.

The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not authorized by or part of the Task Order.

**The COTR shall not, and does not have the authority to, amend the Task Order/Contract verbally or in writing.**

### **6.3. Assistant Contracting Officer's Technical Representative (ACOTR)/Agency Technical Representative (ATR)**

The ACOTR is any Federal Protective Service employee, i.e. a Federal Protective Officer (FPO), Inspector. An ATR is a tenant agency employee. If an ATR is to be designated, they will be identified in the Task Order.

The ACOTR and ATR are designated to assist the CO and COTR in the discharge of their responsibilities. The responsibilities of the ACOTR and ATR may include, but are not limited to:

- (1) Report the adequacy of performance by the Contract employees to the CO or COTR in accordance with the terms and conditions of this Contract/Task Order;
- (2) Perform surveillance of the Contract employees while they are on duty;
- (3) Conduct intrusion tests' in which undercover FPS staff will attempt to bring unauthorized weapons or other prohibited materials into the facility without being detected by the guards on post;
- (4) Act as the Government's representative in charge of work at the site; ensuring compliance with Contract/Task Order requirements insofar as the guards' duties and behavior are concerned; and
- (5) Advise the CO, and COTR of nonperformance or unsatisfactory performance.

**The ACOTR and ATR cannot make any decisions regarding the performance of the Contract/Task Order.**

The Contractor shall immediately notify the CO in the event the ACOTR or ATR directs the Contractor to perform work that the Contractor believes is not part of the Task Order. The ACOTR and ATR shall not amend the Task Order/Contract verbally or in writing.

## **7. Task Order Start-Up**

Immediately after award of the Task Order, and prior to the Contractor's performance at the work site(s), the FPS CO shall contact the Contractor, the COTR, and the ACOTR to schedule a pre-performance meeting that will focus on an in-depth review of the entire Task Order/Contract requirements. At the pre-performance meeting the COTR will give the Contractor a copy of each form the Contractor will need to fulfill the requirements of the Task Order. The Contractor will be responsible for making all of the copies of these forms. The COTR will also supply the Contractor with copies of forms that the Contractor will still need to obtain through the COTR, i.e. SF 78, "Certificate of Medical Examination"; GSA Form 3527, "GSA Certification Form"; FD 258 "Fingerprint Chart.

During the start up and performance of the Task Order, the FPS CO, COTR, ACOTR, and the Contractor shall meet on an as needed basis to discuss all relevant issues. The Contractor and the CO or COTR shall sign the written minutes of these meetings, which will be prepared by the Government and incorporated into the Task Order file. If the Contractor does not concur with the minutes, the Contractor shall state in writing to the CO any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. The CO will make a written final determination in response to the clarification or disagreement. Those comments shall be included with the report in the Contract file.



### **7.1. Initial Contract Transition**

A smooth and orderly transition between the incoming Contractor and the exiting Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities. The extent to which the exiting Contractor cooperates, or doesn't cooperate, during the contract transition will be noted in the Contractors final performance evaluation and will be part of the performance evaluation.

The incoming Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the exiting Contractor's employees. The incoming Contractor may notify the exiting Contractor's employees that they will be assuming the services upon the Task Order start date. The incoming contractor may distribute business cards, employment applications, brochures, and other company information to the employees while they are on duty (e.g., during breaks or lunch breaks) provided there is no interference with the employee's assigned duties. However, the incoming Contractor **may not** interview, recruit, schedule interviews, or conduct extensive discussions with the exiting Contractor's employees while they are on duty.

The exiting Contractor will provide the incoming Contractor with the following information for all employees working for the exiting contractor on the contract/task order, as soon as feasible after the contract/task order is awarded:

Security Officer Names

Social Security Numbers

Anniversary Dates

All Training Certifications and documentation required for completion of Exhibit 11 on the contract/task order.

In addition, the exiting contractor will provide the incoming contractor with information regarding all additional services being provided on the contract/task order. An amount equal to 10% will be withheld from the Contractor's final payment until all information has been submitted.

### **7.2. Contractor Obligation to Obtain All Required Licenses and Permits**

Prior to the Task Order start date, and except where precluded by local law or ordinance, the Contractor shall make, and complete, all arrangements with the appropriate officials in the city, county, parish, or state in which the buildings are located to:

- (1) Obtain all licenses and permits required for each guard and supervisor to serve as an armed guard. Guards **must** carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed guard to carry a valid state commission card while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained. The CO shall deduct from the task order the estimated payments made by the

Government for the services of a guard that did not have all required licenses and permits. See paragraph Part 17.1 of the SOW.

- (2) Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under the Task Order.
- (3) Maintain current, valid copies of all licenses, permits, and certifications described in this SOW. The CO, COTR, and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the duration of this Contract/Task Order. The Contractor shall complete and certify a written record that shows names and issue dates for each employee having all legally required licenses, permits, and certifications. The certification shall state that all legal requirements have been fulfilled prior to the commencement of any Task Order work. The Contractor shall provide an updated record to the FPS upon the CO's or COTR's request.
- (4) Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this Contract prior to performing any work under the Task Order.

**Important Note: Failure by the Contractor to obtain and independently verify the possession of all required licenses as of the Task Order start date shall be grounds for termination for default. Failure by the Contractor to renew licenses and permits upon their expiration may result in termination for default. Failure to maintain these elements shall result in deductions taken from the Contractors payments.**

### **7.3. Contractor Obligation to Obtain GSA Certification Form 3527 for All Uniformed Guards**

Prior to working under the Task Order, every uniformed guard (whether productive or supervisory) must possess a valid GSA Certification Form 3527. The GSA Certification Form 3527 is evidence that the guard has: received a favorable adjudication from FPS; passed the medical examination; completed the required training; passed the required examination(s); and meets all the criteria required by this SOW to be a FPS contract security guard (see Paragraphs 10 and 11 for a detailed description of these requirements).

The Contractor shall follow and complete the procedures listed below to obtain a GSA Certification Form 3527 for each uniformed employee prior to them working a post on an FPS Task Order/Contract:

- (1) Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements;

- (2) Submit the suitability package to the FPS COTR and await the results of the adjudication. This process will take approximately one (1) month if all forms are legible and complete: however, a temporary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified of the temporary favorable or unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.,.
- (3) Conduct required Contractor provided training and testing/qualifying. Upon successful completion, schedule with the FPS to have the FPS training and written examination administered. This exam tests the employees knowledge and understanding of the Contract Guard Information Manual (CGIM) (April 2001 version).<sup>1</sup>
- (4) After the Contractor receives the suitability adjudication results, and the employee completes the training and passes the required examination(s), the Contractor shall submit the following information to the FPS COTR for a GSA Certification Form 3527:
  - (A) A certification form for new employees, signed by the Contract Manager, stating that the employee has met all the hiring, training, and testing requirements set forth in this SOW, and all required documents have been obtained and copies are attached to the certification form. (See Exhibit 11);
  - (B) Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders;
  - (C) One GSA Form 3527, Contract Guard Qualification Certificate. The guard's name and company name must be typed on the front of the card, and the guard must sign the signature block in blue or black ink;
  - (D) A signed and dated "Domestic Violence" certificate, Exhibit 16, that states he/she has not been arrested for or charged with any offense related to domestic violence. This form shall be valid for a period of one (1) year and must be resubmitted concurrent with the guard's annual firearms re-qualification.
  - (E) Valid State Commission card,

On the GSA Form 3527, the COTR will type: the date of issuance; "On File" for the qualification and expiration dates of the required training areas; and "TOC" (Term of Contract) to designate the expiration date of the contract, and then laminate the completed form. The card will then be issued to the Contractor.

---

<sup>1</sup> The Contractor may proceed with Contractor-provided training while awaiting results of the suitability adjudication process.

**No guard or supervisor shall be permitted to work under this Task Order without a valid GSA Form 3527 certification card.**

The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the GSA Certification Form 3527, but a valid CPR/First Aid card and, a state commission card.

The Contractor must return to the COTR all blank and completed employee's certification cards within **five (5) work days** of all guards who are either terminated or removed from the Task Order, or upon completion of the Task Order. Possession of a GSA Certification Form 3527 **does not** waive any other Task Order requirement.

The certification card shall be worn on the outermost garment of the guard's uniform.

**IMPORTANT NOTE:** Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining the validity of each element of the Contract employee's certification status (i.e., suitability determination, medical examination, firearms re-qualification, CPR/First Aid certification). See Exhibit 11 for the list of individual certification elements. Failure to maintain these elements shall result in deductions taken from the Contractors payments.

**The CO/COTR shall have the express authority to demand return of the GSA Certification Form 3527 from any contract employee who does not maintain compliance with the qualification and certification standards of the Contract, and the CO shall have the express authority to prohibit that employee from performing under the Contract until such time as he/she comes into full compliance with all qualification/certification criteria.**

## **8. Signatures on Contract/Task Order Forms and Documents**

**All contract guards, supervisors, contract managers or any Contract employees who will be signing ANY form, report or document related to the Contract/Task Order, will sign their name the way it is printed on their social security card. No nicknames or shortened names will be accepted. There will be no exceptions.**

**9. Services Required – General.** The Contractor shall be required to provide guard services at the locations specified in Part II, Exhibit 1 of the SOW in accordance with the requirements of this SOW. The Contractor's employees shall perform the services required by the task order in the manner prescribed by the following documents in descending order to precedence:

- (1) This Task Order, including the Schedule, Statement of Work, all Exhibits and any attachments;
- (2) The GSA FSS MAS Guard contract

- (3) The Officer's Duty Book (including Contract Guard Information Manual (CGIM) (April 2001 Revision), FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);
- (4) The Guard Post Assignment Record (GSA Form 2580);

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

### **9.1. Services Required - Non-Supervisory Armed Guards.**

Guards shall perform in accordance with the duties outlined on GSA Form 2580, which is prepared by the COTR, for all shifts on each post. Except for emergencies, the guards cannot make any deviations from the duties prescribed in the GSA Form 2580. The FPS CO, COTR or ACOTR may modify, amend, and/or revise Guard Post Assignment Records to change shift duties, start and stop times, and post locations, provided the change has no impact on the Contract cost. Such changes shall not modify the Task Order or Contract.

The duties of most guard posts require that a guard is properly relieved prior to leaving his/her post. Where this is required, it will be specifically stated on the GSA Form 2580.

**9.2. Changes to Task Orders.** Changes to the post orders that increase or decrease the number of hours specified, increase or decrease the amount of equipment/supplies required, or otherwise affect the Contractor's cost or the Task Order price, must be made by the CO through a written modification to the Task Order. **The Contractor may be financially liable for accepting or implementing changes made by any unauthorized FPS personnel or tenant agency staff other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a modification.**

### **9.3. Typical Non-Supervisory Armed Guard Duties**

Armed Guards will be required to perform a variety of security related duties; depending on the type of posts they are assigned. Each guard post will have an Officer's Duty Book and a separate binder which contains the GSA Form 2580. The binder is also referred to as the "post orders."

Guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Whenever possible, guards should be familiar with the post orders prior to working on the posts. When this is not feasible (i.e., when there is an emergency or nonrecurring services and the Contractor is given limited advance notice regarding the Government's requirements), the Contractor should allow enough time in which the guards will be able to read and familiarize themselves with the post orders prior to assuming duty on the post. When time does not permit due to an emergency situation, the guards may read the post orders while on duty. However, under no circumstance should any guard neglect his/her assigned duties in order to familiarize

him/herself with post orders.

Guard post assignments may include, but are not limited to, the following duties and responsibilities:

**9.3.1. Entrance/Exit Control Posts**

Guards must be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control. Guards may perform package inspections as directed by the post orders, or as directed by the COTR in the event of an emergency or state of increased readiness. These inspections may include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, and other suspicious containers in the possession of visitors, employees and other persons arriving on, working at, visiting, or departing from the facilities. Admittance will be denied to those persons refusing to submit to a voluntary inspection except for those persons exempted by specific Government directive(s).

Guards will provide onsite security and control access to the post area, observing, detecting, and reporting violations of post regulations as directed by the post orders. Guards must provide and maintain complete and effective surveillance, protection, and inspection of all internal and perimeter areas within the designated parameters and authority of their assigned post.

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

Guards assigned to entrance/exit posts shall know the location of and usage instructions for the nearest first aid kit, fire extinguisher, fire alarm, and duress alarm (if any), and shall be ready and able to use them as necessary and/or required by the post orders.

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

**9.3.2. Roving Control Posts**

Guards will make patrols in accordance with routes and schedules established in the Guard Post Assignment Record. They will observe, detect, report, and respond to all suspected or apparent security violations. Roving guards will be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the guards responsible for observing the environment, and when necessary, questioning

those persons whose activities arouse suspicion. Patrol guards will serve as the first responder to all security alarms and emergency situations occurring within the area of assignment.

Note: Some posts may require a combination of fixed hours at a guard booth and roving patrols. Guards should adhere to the patrol schedule as outlined in the post orders or as directed by the COTR.

### **9.3.3. Traffic Control**

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

### **9.3.4. Control, Issuance, and Storage of Keys**

Guards will coordinate with the COTR and ATR the procedures for receiving, issuing, and tracking all keys, "key cards," lock combinations, etc., which restrict access to the facility, including offices, guard posts, gates, etc. Guards will be required to control access to these items in accordance with the Government's direction and guidance. Guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR.

Missing, lost, unusable, and/or stolen keys or access control devices shall be immediately reported to the COTR and the guard's supervisor as soon as the loss or problem is detected by the guard. The Government may assess deductions as a result of lost, stolen, or damaged keys and access control devices that were under the guards control at the time they were damaged or lost.

Refer to Accountability for Government Property for additional information regarding the use and handling of Government furnished property.

### **9.3.5. Utility Systems**

Guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Guard Post Assignment Record.

During emergencies, guards may be required to perform simple emergency related functions that activate or deactivate building systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions are detailed in the post orders.

Guards will not be required or expected to provide any building systems services except the very basic functions as required in the post orders.

### **9.3.6. Building Rules and Regulations**

Guards will monitor and observe building occupants and visitors for compliance with the facility's posted rules and regulations. Guards shall also identify, report, delay, or detain those persons who violate the rules and regulations as appropriate and in accordance with the Post Orders.

**9.3.7. Lost and Found**

When directed by the FPS COTR, or the Post Orders, guards shall receive all found articles, complete the appropriate form(s), and store the articles for safekeeping pending their final disposition.

**9.3.8. Physical Security, Law and Order**

Guards shall know the physical and jurisdictional limits of the federal facility they are protecting. Guards shall maintain physical security and law and order as prescribed by statute, regulation, and/or Post Orders within the area of assignment. Guards are responsible for detecting, delaying, and/or detaining persons attempting to violate, or are violating laws, rules, regulations, and/or Post Orders. Guards shall report all such incidents in accordance with established procedures in the Post Orders.

**9.3.9. Unauthorized Access**

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

**9.3.10. Hazardous Conditions**

Guards shall report all potentially hazardous conditions and items in need of repair to the appropriate person as prescribed in the Post Orders.

**9.3.11. Response to Injury or Illness**

Guards shall obtain professional assistance in the event of injury or illness to anyone while they are in the building or on the grounds. Refer to the established procedures in the Post Orders.

**9.3.12. Additional Duties**

Guards shall turn off unnecessary lights, check safes, lock type repositories, and cabinets, close and secure open windows, close and secure doors and gates and other facility access points, and perform any other additional duties as prescribed in the Post Orders.

**9.3.13. Reports, Records, and Testimony**

Guards shall prepare and maintain required reports in accordance with the Post Orders regarding security related issues such as accidents, fires, bomb threats, unusual



incidents and unlawful acts, and provide these reports to those officials specified in the Post Orders.

Guards shall verbally report threatening circumstances and potentially threatening activities they observe while on duty to the Mega Center and, when possible, to the COTR or ACOTR. Whenever possible, guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all the necessary backup and support to lessen or eliminate the potential threat.

Guards may be required to testify in various judicial proceedings on behalf of the Government. Guards shall coordinate all Contract related court appearances with the CO/COTR if and when these appearances are required. Guards who are required to make a court appearance shall be reimbursed by the Contractor at the same hourly rate they would earn while on duty, and the Contractor shall in turn be reimbursed by the Government. The Contractor shall be required to invoice for the actual hours the guard spent at court (including transit times from the duty station to the court), whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying guard may be required). Contract related court testimony on behalf of the Government shall take priority over all other Contractor scheduled duties. The Contractor shall coordinate with the CO/COTR to ensure that the testifying guard appears when and where they are scheduled to testify. Unless otherwise required by the CO/COTR, guards who are scheduled to testify on behalf of the Government shall appear for court testimony in full uniform, but without weapons/firearms.

The Contractor shall provide a qualified guard to replace the contract employee testifying on behalf of the Government.

#### **9.3.14. Civil Disturbances**

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

#### **9.3.15. Emergencies**

In case of an emergency condition requiring immediate attention, the Contractor's onsite supervisor or the shift supervisor shall take action at the direction of, or in coordination with the ATR, COTR, or ACOTR to divert uniformed personnel from their normal assigned duties to meet the condition and summon the appropriate assistance if required by the Occupant Emergency Plan. The Contractor shall immediately notify the appropriate Government official and the Mega Center of the actions taken. The Government shall not be charged additional charges resulting from the emergency, nor shall the Contractor be penalized for the scheduled work which was not accomplished. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book. Immediately after the situation is resolved, the guards should return to their assigned posts and duties.

### **9.3.16. Primary Security Responses**

In some outlying areas, and/or if multiple reportable incidents occur, guards may be required to act independently as the primary security response until law enforcement assistance arrives.

### **9.4. Work Scheduling Procedures**

The Contractor shall be responsible for creating a 5 week work schedule, posting it in areas convenient for all guards to review, and submitting a copy of the schedule to the COTR by the 5<sup>th</sup> of each month. The Contractor shall furnish a copy of the most current schedule to the CO or COTR upon request.

All guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job and in full uniform until the end of their tour of duty.

### **9.5. Recording Productive and Supervisory Hours**

The Contractor's employees shall sign in when reporting for work, and shall sign out when leaving on a GSA Form 139, Contract Guard Duty Register. Contract employees who patrol between buildings will sign in and out at each post visited. The registration points, which will be at the protected premises, shall be specified by the Government and the Contractor must utilize those points for this purpose. Relief guards will sign in and out at each post visited on the same GSA Form 139 sheet that is used by the guard they are relieving. The relief guard will also follow the same procedure to sign in and out as the guard they are relieving.

Each successive lower line on the GSA Form 139 must be completed in chronological order, without exception. Lines may not be left blank between signatures. Should an entire line be used to enter a calendar date for separating individual workdays, only one line will be used to separate the days.

No erasures, use of "White Out" or "Liquid Paper", obliterations, superimposed or double entries of any type are acceptable. If errors in signatures, times, post numbers, or duty status are made on the GSA Form 139, the contract employee should draw a single line through the entire line containing the error and make the correct entry on the next line. An explanation of the error(s) must either be written on the back of the GSA Form 139 or on an attached memorandum. **Payment of invoices may be based on the above procedure being followed.**

The Contractor will not remove the GSA Form 139s from the job site unless specifically authorized to do so by the CO or COTR. All forms will be collected by the COTR or ACOTR. If the Contractor removes the GSA Form 139s from the post, payment may not be made until all of the GSA Form 139s are received by the COTR. Cases in which the Contractor holds the GSA Form 139s for 10 or more days may be referred to the Inspector General for investigation.

### **9.6. Reporting Productive and Supervisory Hours**

The Contractor shall submit a GSA Form 3430, Building Service Contractor Work Report, to the COTR no later than five (5) working days after the last working day of the previous month.

The Contractor's signature shall certify the accuracy of the report. By signing the report, the Contractor is certifying that the hours are correct and that the guards listed on the GSA Form 3430 are the same guards that are on the GSA Form 139s for the corresponding time period. The Contractor is also certifying that all of the guards on the GSA Forms 139 and 3430 have met all of the requirements of the Contract/Task Order. The Contract Manager or onsite supervisor may submit and certify the forms as being accurate if the Contractor has provided the COTR with written authorization for them to sign these forms.

This form will be used by the Government to verify that the required productive and supervisory hours are being performed and that the guards listed on the forms have met all the certification requirements of the Contract/Task Order.

### **9.7. Relief and Lunch Breaks**

All full time productive guards working a minimum 8 hour shift shall be provided a paid 15 minute break for every 4 hours the guard works. The relief break should normally be scheduled in the middle of each 4 hour period. A 30 minute unpaid lunch break shall also be provided to those individuals. All guards working a 6 hour shift shall be provided one 15 minute paid break and a 30 minute unpaid lunch break. (NOTE: All 30-minute lunch breaks are unpaid unless the Collective Bargaining Agreement/Wage Determination specifies that they are to be paid). Part time productive guards working a minimum of 4 hours shall be provided a paid 15-minute break.

**Guards providing relief for breaks and lunches will sign in and out on the same GSA Form 139 as the guard they are relieving.**

The costs to cover relief for breaks and lunches for the productive guards must be included in the offeror's price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

The Contractor must provide a replacement guard for each employee during relief periods. The relief guard must meet all of the requirements/qualifications of the Contract/Task Order.

**IMPORTANT NOTE:** Habitual failure by the Contractor to furnish required relief breaks to guards can be considered to be a material breach of Contract and may result in deductions to termination for cause.

### **9.8. Limitation on Man-hours to be Provided by Individual Employees**

No productive guard will provide more than twelve (12) hours of service on one or more Contracts/Task Orders administered by the FPS in any twenty four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period.

The Contractor shall be responsible for compensating guards for all overtime accrued in accordance with federal and state laws. The Contractor's estimated overtime costs must be factored into the contractor's price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

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

The Government has the authority to assess deductions from Task Order payments for all hours that guards work which exceed the 12 hour duty limitation. See paragraph 17.6. for further information on deductions.

## **10. Services Required – Contract Manager and Supervisors**

### **10.1. Contract Manager**

The Contract Manager (CM) shall have complete authority to act for the Contractor during the term of the Task Order. The CM is the contractor's Key Personnel, as proposed and accepted by the Government at the time of the award of a Task Order. The CM shall have the authority to accept notices of deductions, inspection reports, and all other correspondence on behalf of the Contractor. If, at any time during the period of performance under the Task Order, the CO notifies the Contractor that the CM is to be replaced for any reason and at the sole discretion of the CO, the Contractor shall immediately submit a proposed replacement with a completed Key Personnel Resume (Part II Exhibit 12) for the CO's approval. If for any reason a proposed CM does not meet the requirements of this SOW, the Contractor shall submit a written request for a waiver citing the areas the candidate does not meet the requirements and the reasons the Contractor considers the candidate is qualified for the position. Waiver requests must adequately demonstrate that the proposed CM possesses the ability to effectively manage a security guard Contract of the size and scope described in this Solicitation/Contract. The CM must be approved by the CO, in writing, prior to assuming the substitution's duties.

**The duties of the CM shall not under any circumstances be performed by uniformed employees performing productive or supervisory hours under the terms of this, or any, Contract/Task Order administered by the FPS.**

The CM must have either completed a four year course of study leading to a bachelor's degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual's capacity to effectively manage a security guard Contract/Task Order of the size and scope described in this SOW.

This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inception to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in

managing multitask Contracts or Subcontracts of various types and complexity.

The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays the CM shall be available within two (2) hours.

The Contractor shall provide the CO and COTR the name, telephone number, pager number (if any), cellular phone number, facsimile number, email address, and office address of the CM by the date of the pre-performance meeting.

**The CM is a salaried managerial position, their salary and all associated costs should be included in the contract price (e.g., as overhead/G&A). If this cost is not included, the Contractor will not be reimbursed for it after the Task Order is awarded.**

Replacement CMs shall possess the same or similar qualifications of the individuals originally proposed by the Contractor and accepted by the Government. Replacement employees must be approved by the CO and COTR in writing prior to reporting for duty under the Task Order.

### **10.2. Supervisors**

Supervisors are uniformed individuals who have the authority to act for the Contractor on a day to day basis at the work site. Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. After the Task Order has been awarded and before the pre-performance meeting, the Contractor shall submit the Key Personnel Resume (Exhibit 12) of experienced supervisor(s) for written approval by the COTR and CO. If the proposed supervisor(s) does not meet the requirements, the Contractor shall attach a written request for a waiver citing the areas the candidate(s) does not meet the requirements and the reasons the Contractor considers the candidate to be qualified for the position. Waiver requests must adequately demonstrate that the proposed supervisor(s) possesses similar leadership experience. The supervisor(s) must be approved prior to assuming his/her duties.

Each supervisor shall have a background with a minimum of two (2) years of successful experience in the field of supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial guard service).

Supervisors shall not simultaneously perform the duties of supervisor and productive guard. Supervisors shall not provide required relief breaks for productive guards at any time while they are acting in a supervisory capacity.

The Contractor shall provide the name(s), telephone number(s), pager number (if any), cellular phone number, facsimile number, email address (if any), and office address of the supervisor(s) by the date of the pre-performance meeting.

Supervisors ensure that productive guards:

- (1) Are properly trained;
- (2) Perform all duties as specified in accordance with the Contract/Task Order and the GSA Form 2580 (Guard Post Assignment Record, "Post Orders") for the security post assigned;
- (3) Are in proper uniform and present a neat and professional appearance as referenced in the Contract Guard Information Manual;
- (4) Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;
- (5) Possess and display a valid certification card and CPR card at all times while on duty; and
- (6) Possess all necessary permits, credentials, etc., as required by the Contract/Task Order or by local or state law.

The Contractor shall provide the level of supervision stipulated in Exhibit 1. When supervisors visit a building they shall be required to sign in and out on the same GSA Form 139 the productive guards use. In the column titled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs are used by the Government to ascertain the level of supervision being provided to the guards working under the Task Order.

Replacement Supervisors shall possess the same or similar qualifications of the individuals originally proposed by the Contractor and accepted by the Government. The Contractor shall provide a completed Key Personnel Resume (Exhibit 12) for all replacement supervisors to the CO and COTR for written approval before the replacement supervisors report for duty under this Contract/Task Order.

#### **11. Services Required -- Reserve Guard Force**

The Contractor shall maintain a reserve guard force of sufficient size to enable the Contractor to provide the amount of temporary or emergency staffing needed in the event of natural disasters, civil disturbances, emergencies, or in the event of scheduled or unscheduled employee absences (i.e. illness, vacations, or personal emergencies). The Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing guard force at any given time. All reserve guards must meet the minimum qualification standards for all posts they may be assigned to prior to working any post under this Task Order. The Contractor shall submit a list of their reserve personnel to the COTR by the 1<sup>st</sup> of each month.

The Contractor shall ascertain how this reserve guard force shall be acquired and maintained. The Contractor must factor the costs for maintaining a reserve guard force into the contract price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

## **12. Regulations, Handbooks, and Other Applicable Documents**

FPS Regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed are listed below. Supplementary regulations provided by the CO/COTR shall also be followed and will be incorporated by modification to the Task Order.

### **12.1. Officer's Duty Book**

An Officer's Duty Book shall be furnished by the COTR and maintained by the Contractor at each post. This book contains procedures, instructions and forms guards will use in the performance of their duties. The Officer's Duty Book shall not be removed from Government property, reproduced or copied in any manner unless written authorization has been obtained from the CO/COTR.

### **12.2. Guard Post Assignment Book ("Post Orders" Book)**

The Contractor shall maintain a separate loose leaf binder at each fixed post. This book shall contain only those duty instructions pertinent to that specific post. The post orders will be updated as needed or at a minimum reviewed and signed by the COTR annually. The Guard Post Assignment Book shall not be removed from Government property, reproduced or copied in any manner unless written authorization has been obtained from the CO/COTR.

### **12.3. Rules and Regulations Governing Public Buildings and Grounds (FPMR 41 CFR 101-20.3)**

Rules and regulations governing public buildings and grounds are posted in all Government controlled buildings and are applicable to all persons entering in or on such property.

### **12.4. Contract Guard Information Manual (CGIM)**

All guards and supervisors must read and be familiar with this handbook prior to assuming duties under the Task Order. The written examination all guards are required to take will be based entirely upon this manual. The Contractor must provide a legible, securely bound copy of the CGIM to all uniformed employees upon beginning the basic training course and, if needed, for the refresher training course described in paragraph 14. The Contractor is responsible for all costs associated with printing and binding the CGIM for their employees.

## **13. Equipment, Uniforms, and Materials**

### **13.1. Use, Accountability, and Care of Government Furnished Property**

The following supplies, materials, equipment, will be furnished by the Government:

- (1) Electrical and mechanical equipment, such as installed alarm and surveillance

systems, x-ray machines, walk through magnetometers, handheld magnetometers, and closed circuit televisions, including written operating procedures and instructions.

- (2) Repair and maintenance of equipment in paragraph 13.1.(1).
- (3) Officer's Duty Book, including all inserted information required. The COTR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book.
- (4) Telephones deemed necessary by the Government for the conduct of official business under the Task Order.
- (5) The initial copy of all required Government administrative forms.
- (6) Building utilities and services in accordance with established FPS operational procedures. This includes the use of concession facilities, restrooms, and medical facilities (when available, for emergency purposes).
- (7) Limited occupation and use of Government controlled office space, if available and deemed necessary by the Government, for the CM and/or Supervisors for use in conducting official Task Order related business.
- (8) When a controlled personnel identification and/or building pass system is used by a tenant agency, the tenant agency will provide the Contractor's employees with the necessary Government identification. The Contractor shall ensure that all Government identifications are returned to the issuing agency when the Contractor's employees are terminated or resign, or upon expiration of the Task Order.

All property furnished by the Government under the Task Order shall remain the property of the Government. Upon termination or conclusion of the Task Order, the Contractor shall render an accounting of all such property that has come into their possession during the course of the Task Order. All equipment issued by FPS to the Contractor will be issued on GSA Form 1025, Receipt for Property, or other similar document.

**Any property furnished by the Government to fulfill Contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Contractor. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall reimburse the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the Task Order and may be subject to criminal prosecution.**

The Contractor shall report malfunctioning, lost or damaged Government furnished property to the COTR and the Mega Center. The Contractor shall perform semiannual



inventories of all Government furnished property, using a GSA Form 1025 or other approved Government form/format and provide a written report to the COTR within 15 days of the completion of the inventory.

Government property shall only be used for official Government business in the performance of this Contract/Task Order and will not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

The Contractor shall take all reasonable precautions as directed by the Government and in accordance with sound industrial practices to safeguard and protect Government property.

If any Contractor's employees working under the Task Order has access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property), belonging to the Government or to other private parties performing, or seeking to perform work for the Government, shall NOT be authorized to read, photocopy, remove, or otherwise appropriate such information for their own use or disclose to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default. Additionally, the Government may pursue any and all legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

### **13.2. Use, Accountability, and Care of Contractor Furnished Property**

The Contractor shall furnish and maintain in acceptable condition all items of uniforms and equipment necessary to perform work required by the Task Order at no cost to Contract employees. **The Contractor is solely responsible for the quality and performance of all Contractor provided equipment used in performance of this Contract/Task Order.**

#### **13.2.1. Communications Equipment**

Communication equipment shall meet all of the requirements specified in Exhibit 2, "Communication Equipment Requirements". Communication equipment must ensure the Contractors availability on a 24 hour basis, also described in Exhibit 2.

The Contractor shall obtain all permits for the operation of radio equipment over Government identified frequencies in accordance with applicable Federal Regulations. A copy of all such permits shall be delivered to the COTR prior to the utilization of the designated frequencies.

#### **13.2.2 Patrol Vehicle**

In accordance with Exhibit 3, "Patrol Vehicle Requirements" vehicles shall be in operating condition at all times. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor. Each vehicle shall be marked for identification. The vehicle(s) shall be equipped with

first aid kit(s) and a properly mounted dry chemical fire extinguisher(s).

In the event a patrol vehicle is temporarily inoperable, the Contractor shall provide an equivalent, fully operational substitute vehicle. The COTR is responsible for ensuring the vehicle(s) furnished under the Task Order complies with the requirements outlined in this Task Order. In the event of a dispute regarding whether the vehicle(s) meet the requirements, the CO will make the final decision. Additional patrol equipment not specifically identified in the Task Order shall not be used unless approved by the COTR.

### **13.2.3. Firearms and Ammunition**

The Contractor shall furnish firearms and ammunition for each guard and supervisor while they are on duty. Personal weapons shall not be used. **The firearms shall be a .38 caliber, double action, six (6) shot police service type revolvers with a heavy duty 4” barrel, a fixed front sight, and a fixed or adjustable rear sight.** Appropriate and ample supplies of firearms and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor, at the Contractor’s expense. The Contractor shall inspect all firearms prior to issuing them to the guards. The Contractor’s employees shall inspect their assigned firearms at the beginning of each tour of duty and any problems shall be reported immediately.

Firearms shall always be handled in a safe and prudent manner. Each firearm shall be cleaned and oiled regularly to ensure optimum operating condition. Loading and unloading of ammunition and cleaning the firearms shall take place only in designated areas. All weapons and associated ammunition shall be stored in accordance with safeguard standards established by the Government.

The Contractor must be able to account for all firearms at all times. Onsite supervisors and guards shall make accurate receipt and return entries on the Firearms and Equipment Control Register, GSA Form 1051, at the beginning and ending of each shift.

The Contractor shall verify all assigned task order firearms’ serial numbers with the Alcohol, Tobacco and Firearms (ATF) agency, and provide the COTR with a list of these serial numbers for all the firearms and the person or post they are assigned to prior to the Task Order start date. The Contractor shall keep the list current, document any changes and forward them to the COTR within one (1) week of the change.

In the event that a firearm is lost or stolen, the Contractor shall notify the Mega Center **immediately** and report all pertinent facts regarding the loss or theft of the weapon. Additionally, the Contractor shall provide a detailed written report containing all of the relevant information to the COTR within one (1) week of the incident. The Contractor shall also inform the COTR of the serial number(s) of the replacement weapon(s), and the person or post it is assigned.

Ammunition for authorized firearms shall be provided by the Contractor. **Each guard shall be issued 12 or 18 rounds of standard 110 +P jacketed hollow point type ammunition upon entering duty.** Six rounds shall be loaded into the revolver and the

remaining rounds shall be contained in a cartridge case.

If and where possible, the Contractor shall provide a secure firearms cabinet or safe to be placed at each site of performance for storage of the Contractor provided firearms. Additional ammunition shall be provided, stored, and secured onsite by the Contractor to accommodate emergencies and to be available in the event additional services are ordered.

**13.2.4. Uniforms**

The Contractor’s guard force uniforms shall be a color and style in general use by large guard or security organizations and shall be **readily distinguishable** from those of local and state law enforcement agencies and from those of Federal Protective Officers. All guards performing under this Contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.

Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the uniform. Identification nametags and the GSA Certification Form 3527 shall be worn over the right breast shirt pocket.

The type of uniform to be used on this Contract will be provided by the Contractor as and will be agreed to by the Government before time of Contract/Task Order award. The table below shows the standard required uniform components and the quantities of the components to be issued:

REQUIRED ITEM	REQUIRED QUANTITY
Shirt, long sleeve	3
Shirt, short sleeve	3
Trouser, all season weight	3
Necktie	2
Jacket, winter, patrol type (Reefer style)	1
Frame style cap OR Baseball style cap	1
Gloves, winter (pair) - (Color to match accessories)	1
Pistol belt without shoulder strap (Sam Browne)	1
Level II retention holster, firearm (slide on belt type) w/hammer safety strap, left/right as required	1
Ammunition cartridge case	1 or 2
Duty Belt “Keepers”	4
Expandable Police Baton (with holder)	1
OC Spray (with holder)	1
Handcuffs (pair) and keys	1
Handcuff case	1
Key strap with flap (if needed)	1
Insignia, shoulder patch (each shirt and jacket)	7
Whistle, with chain attachment (metal)	1

White (non-supervisory), Gold (supervisory) metal cap ornament	1
Nameplate, with black or blue lettering on gold metal	1

Long sleeve shirts will be required beginning the last Sunday in October and short sleeves beginning the last Sunday in April. The dates may be adjusted with written approval from the COTR; however, all guards on any one shift must be in the same uniform with the same sleeve length.

Shoes shall be low quarter or high topped boot with police or plain toe and standard heel. The color of the shoe shall match the color of the leather equipment accessories. The Contractor is not required to provide shoes but must insure that the employees working are in accordance with the Contract requirements. Any deviation from the above requirements must be approved by medical authorities and submitted to the COTR.

The wearing of uniform accessories and equipment shall conform to the standards and usage prescribed and in effect for Department of Homeland Security Federal Protective Officers. The color of uniform accessories and equipment shall be standard black or brown, whichever matches the uniform. All guards shall wear the same color and style or type of uniform accessories and equipment.

**13.2.5. Supplementary Equipment**

Each guard post shall be equipped with the recommended supplementary equipment including, but not limited to:

- (1) A notebook and pen.
- (2) A standard police type flashlight with a minimum of three D cell batteries. The Contractor is responsible for ensuring that all flashlights are operable.
- (3) Traffic control safety apparel (reflective vests, gloves, traffic batons, etc.), and inclement weather clothing (raincoats, cap covers, overcoats, overshoes, mittens, etc.) which may be used for operations at designated traffic control or indoor/outdoor posts. All inclement weather clothing shall be compatible to the uniform's style.

**Guards shall not possess any unauthorized, supplemental or personal equipment, (equipment not issued by the Contractor or required by the Contract) such as personally owned firearms, knives, "come-alongs", cell phones, or other nonstandard items. Guards who are found to possess unauthorized equipment while on post shall face disciplinary action, and possible forfeiture of the item(s), suspension, or permanent removal from the Task Order.**

**14. Qualifications of Personnel**

### **14.1. General Qualifications**

All of the Contractor's employees are expected to behave courteously and professionally toward all persons encountered in the performance of their duties including Government employees, building tenants, and the general public. The CO/COTR may require retraining, suspension, or removal from any or all FPS contracts/task orders, of any Contract employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with this Task Order.

To be eligible to perform under this Task Order, all uniformed guards must meet, to the satisfaction of the COTR, the following requirements:

- (1) Be a citizen of the United States of America.
- (2) Be at least 21 years of age. While there is no limit to the maximum age of guards, all guards must be able to withstand the physical demands of the job and must be capable of responding to emergency situations without special accommodations by the Government.

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

- (3) Possess, at a minimum, either a high school diploma or a GED equivalency Certificate, or a DD214 Form showing the individual is a high school graduate or equal.
- (4) Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bilingual guards are naturally an asset to the Contractor, but in no circumstances should the Contractor permit a guard who does not have a good command of the English language to work under this Task Order.
- (5) Meet **one** of the following experience/education requirements:
  - (A) Three years of security experience within the past five years; **or**
  - (B) An Associate's Degree, or at least 60 semester hours of college coursework in any field of study; **or**
  - (C) Three years of military or National Guard (active duty or reserve) experience; **or**
  - (D) Successful completion of Police Officer's Standard Training (POST) course; **or**

- (E) Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework).

**IMPORTANT NOTE:** Contract employees working under the previous Contract/Task Order who do not meet the above experience/education requirements will be eligible to continue working under the new Task Order with the COTR's approval. In such cases where an employee of the exiting Contractor does not meet the above requirements, the incoming Contractor shall document the employee's personnel file accordingly and indicate their length of service under the prior Contract/Task Order.

## **14.2. Medical and Physical Qualifications**

### **14.2.1. General**

The Contractor shall ensure that all employees assigned to work under the Task Order are physically able to perform all duties required by this SOW. All employees must be in good general health without physical defects that would interfere with the performance of their duties.

The Contractor shall require all prospective employees to undergo a pre-employment medical/physical examination. Examinations shall be administered by a licensed physician. All guards must meet the health certification requirements listed in Exhibit 10A and submit a completed SF 78, "Certificate of Medical Examination", Exhibit 10. **No guard shall be permitted to work under the Task Order until this certificate has been submitted and approved by the COTR.** Failure to meet any of the required medical qualifications may result in being disqualified from performing under the Contract/Task Order. A guard with a disqualifying condition may still be considered if the examining physician will provide a signed statement explaining why they feel the guard can perform the required duties. The SF 78 and the physicians opinion should be sent to the COTR for a final determination. Without the physicians written statement the guard will automatically be disqualified.

Medical examinations are valid for a period of three (3) years from the date of issuance. Prior to the 3 year anniversary, a new medical examination must be provided under the same guidelines stipulated in this SOW.

### **14.2.2. Medical Standards**

All uniformed guards must meet the following medical standards:

- (1) Vision: Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must test as well as or better than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be color blind.

- (2) Hearing: Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.
- (3) Speech: Applicant must be able to speak clearly and distinctly. Indistinct speech patterns, regardless of the cause, are disqualifying.
- (4) Extremities and Spine: Applicant must not have any deformities and/or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities and/or diseases that interfere with the full performance of duties are disqualifying.
- (5) Respiratory System: Applicant must have a healthy respiratory system. Any chronic diseases or conditions affecting the respiratory system, such as impaired respiratory function, shortness of breath, or painful respiration, that would impair the full performance of duties is disqualifying.
- (6) Cardiovascular System: The following conditions are disqualifying:
  - (A) Organic heart disease (compensated or not);
  - (B) Hypertension with repeated readings of 160 or over systolic, and 100 or over diastolic;
  - (C) Symptomatic peripheral vascular disease and severe varicose veins.
- (7) Gastrointestinal Tract: Applicant must have a healthy gastrointestinal tract. Any disease or condition of the gastrointestinal tract that requires restricted or rigid diets, including an ulcer active within the past year, is disqualifying.
- (8) Genitourinary Tract: Applicant must have a healthy genitourinary tract. Any Chronic, or symptomatic diseases that interfere with the full performance of duties is disqualifying.
- (9) Any inguinal or femoral hernias, with or without the use of a truss, are disqualifying if they interfere with the full performance of duties.
- (10) Diabetics whose condition is controlled by diet, insulin, or other prescription drugs must submit a medical doctor's statement of fitness for work with the other medical examination paperwork.

### **14.2.3. Physical Demands**

All uniformed guards are expected to be physically able to perform the following functions in the performance of their assigned duties:

- (1) Frequent and prolonged walking, standing and sitting.

- (2) Occasional running or sprinting; kneeling and stopping and recovering from any of these activities without aid or resistance.
- (3) Subduing violent or potentially violent individuals

Physical stamina in all of its forms (endurance, temperature/climate, etc.) is a basic requirement of this position. Individuals deemed incapable of meeting the physical requirements of their assigned position will be removed from the Contract/Task Order upon the COTR’s request. If the Contractor chooses to protest this action, the CO will make the final determination in writing.

The Contractor shall encourage employees to maintain an ongoing and regular program of physical fitness at no additional cost to the Government.

The Contractor shall notify the COTR of any employee who will be on medical leave due to an injury, operation, or illness that will inhibit the employee from performing 100% of the duties listed above. When the employee is ready to return to work, the Contractor shall obtain a signed statement from the employees doctor specifically stating the person does meet the standards in paragraph 13.3.2. and is 100% physically able to perform the requirements listed above. The employee will not be assigned to work any guard post on any FPS Contract/Task Order until this statement is obtained and a copy forwarded to the COTR.

**14.2.4. Illegal Drug Screening**

**A. Pre-Employment Screening**

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

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

Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration’s (SAMHSA) “Mandatory Guidelines for Federal Workplace Drug Testing Programs.” These guidelines can be accessed via the Internet at: [www.health.org/workplace](http://www.health.org/workplace) or at: <http://wmcare.samhsa.gov>.<sup>2</sup> The Contractor is strongly urged to utilize one of the laboratories listed on SAMHSA’s “Current List of Laboratories Which Meet Minimum Standards. To Engage in Urine Drug Testing for Federal Agencies,” which is accessible via the Internet at:

<sup>2</sup> The cutoff level for Opiate metabolites listed in the internet-ready guidelines is 300; however, that number has been revised by SAMHSA and the new cutoff level is shown in paragraph A above.



[www.health.org/labs/index.htm](http://www.health.org/labs/index.htm) or at: <http://wmcare.samhsa.gov>; this list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA's current list, the Contractor is strongly advised to verify whether the laboratory's methodology conforms with SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.

Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this Task Order due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the Task Order will be modified to permit the use of those methods.

The presence of a non-negative<sup>3</sup> reading shall automatically disqualify an applicant from working under this or any other FPS security guard services Contract/Task Order. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor **shall not** permit any applicant to take multiple tests in order to receive an acceptable reading.

The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening and should include these costs in the contract price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

**This requirement applies to new applicants. Current employees are exempt when a new contract is awarded if they can produce documentation verifying their last drug screening is current.**

#### **B. Government Requested Screening**

The CO or COTR shall have the express right to request random drug screenings at any time during the term of the Task Order. Random screenings shall be conducted by the COTR drawing a name from a container that has the names of all guards on duty at the time of the drawing. A representative of the Contractor shall be in attendance at the drawing. Tests will be conducted at an appropriate facility of the Government's choosing. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described in the Pre-Employment Screening paragraph above.

If a Government representative suspects a guard may be under the influence or using illegal substances they will advise the CO or COTR. The CO and COTR have the express right to request a drug screening where there is a reasonable cause. The CO or COTR will advise the CM in writing that he/she requests a drug screening of the specific guard. Once the written request is received, the CM should make arrangements for the test to be conducted as soon as possible and no later than two (2) working days of receipt of the written request. The

<sup>3</sup> The term "non-negative" is defined by SAMHSA as "the result reported by an HHS-certified laboratory when a specimen is either adulterated, substituted, or contains a drug or drug metabolite." See SAMHSA's guidelines at <http://www.health.org/workplace/manguidelines/draft3.htm>

Contractor shall pay the Contract employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described in the Pre-Employment Screening paragraph above.

Any of the Contractor's employees who undergo either random or reasonable drug screenings may continue working under the Task Order until the results have been provided to the Contractor. In the event that the results of any drug screening are negative, the Government shall bear the expense of the screening. (NOTE: this does not apply to the pre-employment drug screening). The Contractor shall invoice the Government for the actual cost of the drug screening plus the hourly rate paid to the Contract employee(s) to take the screening. In the event that the results are non-negative, the Contractor shall **immediately** remove the employee(s) from the Task Order and **immediately** inform the COTR and CO of the result and the employee's removal. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the non-negative reading.

**Any Contract employee who undergoes either a random or reasonable cause drug screening and tests non-negative for any of the substances shown above shall be permanently disqualified from working under this or any other FPS security guard services Task Order/Contract. Since most drugs are metabolized within a short period of time, the affected Contract employee *shall not* be authorized to take additional tests to achieve a negative reading.**

#### **14.3. FPS Suitability Adjudication**

After the Task Order is awarded and prior to any of the Contractor's employees being permitted to work under the Task Order, the Contractor is responsible for ensuring that their employees including the CM, Supervisors, Quality Assurance personnel, and all other company personnel who will be visiting the work sites receive a formal suitability adjudication by FPS.

Once a prospective employee has applied for a position and has been favorably evaluated by the Contractor (e.g., meets the minimum qualification requirements cited in this paragraph and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following completed forms for each employee: two (2) original Forms FD-258 "Fingerprint Chart" and one original GSA Form 176 "Statement of Personal History". The COTR will furnish an ample supply of these forms to the Contractor immediately after the Task Order is awarded and upon the Contractor's request thereafter. Contractors are encouraged to use the local police, state police, Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. Some locations such as Fort Worth, TX, FPS has an electronic fingerprint scanning machine which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of completed legible forms, FPS will forward the forms to the FBI for evaluation. FPS will use the information provided by the Contractor and FBI to make a determination regarding the guard's suitability to work under a FPS Contract/Task Order. Provided that the forms are complete and legible,

the entire evaluation process will take anywhere from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is approximately one (1) month.

**NOTE: Illegible, incomplete, or inaccurate forms submitted by the Contractor will be returned and will result in delays in the adjudication process. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible paperwork to FPS.**

If FPS finds any of the Contractor's employees to be unsuitable, the COTR will notify the Contractor in writing, and the Contractor shall in turn *immediately* remove the employee from the Task Order. The suitability determination may be appealed by the guard or the Contractor to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the CO issues the final determination in writing.

**Under no circumstances shall any Contractor employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service Contract/Task Order. This requirement also applies to Contractor employees whose unfavorable adjudication is under appeal.**

Once a favorable adjudication has been made by FPS, the guard is suitable to work under the Task Order for two (2) years, unless something occurs within the two year period that would render the guard unsuitable. The Contractor shall *immediately* notify the COTR or the CO in writing of any circumstances which could possibly affect an employee's suitability status (e.g., arrests, convictions, termination for causes such as misconduct or neglect of duty). **The Contractor is responsible for renewing the guard's suitability clearance prior to its expiration. Any guard who is found working at a post with an expired suitability clearance shall be removed from the Task Order until a new suitability determination is made.** The Contractor should make every effort to submit a new suitability paperwork package to FPS *at least* 30 days prior to the current suitability expiration date.

If employees have been cleared through this process while employed with another Contractor providing guard services for the FPS, their suitability determination will carry over to this Task Order. The Contractor will be required to submit new suitability applications before the guards' current suitability expires.

**If a guard is found working without a current suitability clearance, a deduction for all of the hours the guard worked without the suitability clearance shall be taken from the monthly payments. See paragraph 17.1 of Part I of the SOW.**

**The Government shall exercise full and complete control over granting, denying, withholding, or terminating any employees suitability clearances.**

The Government may, as it deems appropriate, authorize and grant preliminary suitability's. However, issuance of a preliminary suitability shall not be considered as assurance that a final favorable suitability will follow and the granting of either a preliminary or final suitability shall in no way prevent, preclude, or bar later withdrawing

or terminating any suitability by the Government.

#### **14.4. Security Clearance Requirements Other Than FPS Suitability**

In addition to FPS suitability, additional security clearances may be required by the Contract/Task Order(s) or a tenant agency. These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), or the Nuclear Regulatory Commission (NRC), or other agency. Where such clearances are required, employees to be assigned to the facility shall be subject to a security check by the Government prior to being allowed to work at the site. This requirement may also pertain to other officers of the firm who may need to visit the work site(s) during the term of the Contract/Task Order. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, or other agency.

The Government shall notify the Contractor in writing of the required security classification of this Contract and of any subsequent revisions in such security classifications.

The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each contract guard employee performing under this Contract, as well as the other employees who will require a security clearance.

The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations or other applicable regulations. The Contractor shall obtain interim facility clearance requirements subsequent to the official award date, and/or at least thirty (30) days prior to the Contract start-up date.

**The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for all affected Contract employees. These costs should be factored into the contract price. If these costs are not included, the Contractor will not be reimbursed for them once the Task Order is awarded.**

### **15. Training**

#### **15.1 General Information**

All newly hired uniformed guards must first complete the required training, and then pass the required written examination in order to be eligible to work under this Contract/Task Order. Guards who worked under the preceding Contract/Task Order or other FPS security guard service Contract/Task Orders, and who maintain valid certificates and/or documentation, will not be required to take the training until their existing certifications and/or documentation are about to expire.

All Government provided training and testing for this Contract/Task Order shall be provided at the location(s) listed in this Task Order.

The Contractor is responsible for scheduling the Government provided training course and/or examination and for ensuring attendance at the classes by their employees. The Contractor shall also bear all costs related to their employees' attendance at the training and examinations, including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall reimburse their employees at the same hourly rate/salary they would receive for on-the-job training. All training related costs must be factored into the contract price. If these costs are not included, the Contractor will not be reimbursed for them once the Task Order is awarded.

The CO, COTR, ACOTR, or any designated representative of the CO shall have the express authority to observe any training session sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this SOW. The Contractor shall be responsible for providing the COTR a copy of the training schedule within 10 days after the Task Order is awarded and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the COTR of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in Exhibit 9.

**15.2. Training Requirements by Position**

This subsection details the training requirements that must be successfully completed by all uniformed employees. The syllabi for both the Contractor and Government provided training courses shown below are located in Exhibits 4, 5, 6, 7, and 8A of this SOW, as are the required training certifications, Exhibits 4A, 5A, 6A, 7A, and 8B, for individual employees.

**15.2.1. Productive Guards**

The following chart lists the required training and the length of each course that all uniformed guards working under the Task Order must take and complete. The Contractor shall be responsible for printing/photocopying the CGIM for their employees' use, at no cost to the Government or the employee. The CGIM should be provided to each employee on the first day of their basic training course.

**No productive guard shall be permitted to work under this Task Order without having passed and/or qualified in all of the required training subjects listed in the following chart.**

TRAINING COURSE	HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Basic Training (Exhibit 4 & 4A) (One Time Only)	72		XXX
FPS "Orientation" Training (Exhibit 7 & 7A) (One Time Only)	8	XXX	
Magnetometer/X- Ray Training (Applies only to screening posts) (Exhibit 14) (One Time Only)	4	XXX	
Firearms Training & Qualifying (Exhibit 8, 8A & 8B) (Training - One Time Only)	40		XXX
OC Spray Training & Recertification (Exhibit 13) (Meet State and Local Authorities Requirements)	Same as State & Local Authorities		XXX
Biennial (Refresher) Training (Exhibit 6 & 6A) (2 Years)	40		XXX
Firearms Requalification GSA Form 2790 (Exhibit 8A & 8B) (Annually)	N/A		XXX
CPR/First Aid Training and Certification (CPR - Annually) (1 <sup>st</sup> Aid – 2 Years)	CPR 6.5 1 <sup>st</sup> Aid 2.5		XXX

**Note: The Government does not intend or require that the CGIM be the sole basis for training. The Contractor shall provide adequate and necessary audio/visual materials, hands-on exercises and demonstrations, additional security literature, and all other training materials needed to ensure the guards are effectively trained and capable of performing the duties described in this SOW.**

Basic training, FPS “orientation” training, magnetometer/x-ray training, and basic firearms training are “one time only” courses, meaning that they do not have to be taken again during the Task Order term if they have already been successfully completed by the Contractor’s employees. Additionally, training certifications completed under other FPS security guard service Contracts/Task Orders are transferable to this Task Order, provided that the Contractor can furnish evidence (e.g., a valid, signed certification from the preceding Contractor or the employee) that the training was successfully completed during the preceding Contract. However, the COTR shall have the sole discretion to accept or deny the proposed training certifications. One situation where this may occur is if the preceding Contract did not contain the same training requirements as this Contract/Task Order.

Annual firearms requalification does not require specific additional training; rather, it involves the Contract employee’s ability to pass the Federal Law Enforcement Training Center (FLETC) practical pistol course (See Exhibit 8A) with a passing score which will be documented by using the GSA Form 2790 (Exhibit 8B) and signed by the Range Instructor and the FPS Representative who witnessed the qualification . The Contractor shall be responsible for ensuring that all employees receive the training or range time necessary to successfully requalify on the practical pistol course on an annual basis at no additional cost to the Government.

All guards, productive and supervisory, must take and complete 40 hours of refresher training prior to their two (2) year anniversary date of their basic or last refresher training. The refresher training will be based on the syllabus in Exhibit 6. Upon completion of the training, the Contractor will complete the “Contractor’s Certification of Biennial Refresher Training”, Exhibit 6A, for each employee in attendance and forward the forms to the COTR.

### **15.2.2. Supervisors**

All uniformed supervisors working under the Task Order must successfully complete supervisory training after successfully completing all of the other required training as shown in the following chart.

<b>TRAINING COURSE AND HOURS.</b>	<b>HOURS</b>	<b>GOVERNMENT PROVIDED</b>	<b>CONTRACTOR PROVIDED</b>
<b>Basic Training (Exhibit 4 &amp; 4A) (One Time Only)</b>	<b>72</b>		<b>XXX</b>
<b>FPS “Orientation” Training (Exhibit 7 &amp; 7A) (One Time Only)</b>	<b>8</b>	<b>XXX</b>	
<b>Magnetometer/X-Ray Training (Applies only to screening posts) (Exhibit 14) (One Time Only)</b>	<b>4</b>	<b>XXX</b>	
<b>Firearms Training &amp; Qualifying (Exhibit 8, 8A &amp; 8B) (Training - One Time Only)</b>	<b>40</b>		<b>XXX</b>
<b>OC Spray Training &amp; Recertification (Exhibit 13) (Meet State and Local Authorities Requirements)</b>	<b>Same as State &amp; Local Authorities</b>		<b>XXX</b>
<b>CPR/First Aid Training and Certification (CPR - Annually) (1<sup>st</sup> Aid – 2 Years)</b>	<b>CPR 6.5 1<sup>st</sup> Aid 2.5</b>		<b>XXX</b>
<b>Biennial (Refresher) Training (Exhibit 6 &amp; 6A) (2 Years)</b>	<b>40</b>		<b>XXX</b>
<b>Firearms Requalification GSA Form 2790 (Exhibit 8A &amp; 8B) (Annually)</b>	<b>N/A</b>		<b>XXX</b>
<b>Supervisory Training (Exhibit 5 &amp; 5A) (One Time Only)</b>	<b>9</b>		<b>XXX</b>

Supervisory training will be based on the syllabus in Exhibit 5.

**No supervisor shall be permitted to work under this Task Order without having passed and qualified in all of the required training subjects listed in the preceding chart.**

Basic training, FPS “orientation” training, magnetometer/x-ray training, and basic firearms training are “one time only” courses, meaning that they do not have to be taken again during the Task Order term if they have already been successfully completed by the Contractor’s employees. Additionally, training certifications completed under other FPS security guard service Contracts/Task Orders are transferable to this Task Order, provided that the Contractor can furnish evidence (e.g., a valid, signed certification from the preceding Contractor or the employee) that the training was successfully completed during the preceding Contract. However, the COTR shall have the sole discretion to accept or deny the proposed training certifications. One situation where this may occur is if the preceding Contract did not contain the same training requirements as this Contract/Task Order.



### **15.3. Firearms Training and Qualification**

The Contractor is responsible for providing 40 hours of firearms training for new employees prior to sending them to a firing range for the qualification session. At least eight (8) but no more than 16 of the 40 hours shall be classroom training, with the remaining 24 – 32 hours being actual training/shooting time on a firing range. **For the purposes of this Task Order, the Government requires that each employee must fire a sufficient amount of ammunition during the course of range training to familiarize the employee with their weapon and the qualification course.** No employee will pay for any of the ammunition or range time. The cost of ammunition should be factored into the contract price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

Any guard who has successfully completed a 40 hour firearms course using a .38 caliber revolver under an FPS Contract will not be required to take the 40 hours of firearms training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, signed copy of a Training Certificate). The COTR shall have the discretion to accept or deny proposed exemptions from training based on documentation and/or valid certification of prior training experience. NOTE: Prior successful training completion by the employee **shall not** exempt the employee from the range qualification requirement.

**Unless prohibited by state or local law, all weapons range training and qualifications must be conducted using Trans II targets only**, which are available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish all employees weapons qualifications as required by this Task Order. No employee will pay for any of the targets. The cost of the targets should be factored into the contract price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

Annual firearms re-qualification does not require specific additional training. It involves the employee's ability to pass the Federal Law Enforcement Training Center practical pistol course (Exhibit 8A) with a passing score documented on a GSA Form 2790 (Exhibit 8B), signed by the Range Instructor and the FPS witness. The serial number of the weapon that person used must also be written on the GSA Form 2790. The Contractor shall be liable for ensuring that all employees receive the training or range time necessary to successfully requalify. All costs associated with requalification should be factored into the contract price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

**Successful firearms range qualification by the Contractor's employees as part of a state or local firearms permit/license issuance process shall not be considered an acceptable replacement or substitute for the annual firearms qualification required by this Contract/Task Order.**

An FPS representative will witness all firearms qualifications to ensure that each employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the COTR to schedule a range at a mutually acceptable date and time. For the purposes of this Task Order, firearms

qualifications that are not witnessed by an FPS representative will be deemed unacceptable and void. All GSA Form 2790s must be signed by the FPS witness, the Range Instructor, and have the serial number of the weapon that person used, written on the GSA Form 2790 to be valid.

The Contractor must provide the necessary weapons and ammunition for training and qualifications. **At least 48 hours prior to a firearms qualification the Contractor shall provide the COTR with a list of employees names and their assigned firearms serial number. The firearm assigned to them will be the same firearm they qualify with and carry on post. No guard will carry a weapon on post that they have not qualified with.** All weapons and ammunition used shall be inspected and approved by the COTR. Ammunition used for firearms qualifications will be the same as what the guards are required to carry on post. No Contract employee shall have in their possession any ammunition for firearms when they arrive for the qualification. The Contractor shall be responsible for licenses and permits required for transporting weapons to and from where the weapons are stored to the firing range.

There is no limit on the number of times an employee can attempt to requalify on the practical pistol course. However, **under no circumstances whatsoever will the Government permit any guard who has not requalified within one year from the date of their last qualification to work as an armed guard under this Task Order.** Once a guard does requalify they can resume working posts. **Newly hired guards will not work under this Task Order until they have qualified.** The Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the practical pistol course. The employee's file should be documented with any and all remedial training given to enable the employee to pass the practical pistol course. Neither, the Government or the employee shall be liable for compensating the Contractor for any expenses incurred to enable their employees to requalify.

#### **15.4. Minimum Age for Firearms Licensing**

The Contractor must follow the minimum age requirement cited in paragraph 13.1.(2) above, Federal, State and local licensing requirements for their employees. In most areas the minimum age requirement for armed guard personnel is twenty one (21) years of age.

In the event that there is a legal licensing requirement regarding the minimum age for a guard, that requirement shall take precedence over this SOW.

#### **15.5. Magnetometer/X-Ray Training**

All of the Contractor's employees who will be assigned to work on posts that contain screening equipment (e.g., magnetometers and/or x-rays) shall receive 4 hours of training on the use and handling of the security equipment. Upon completion of the training, the Contractor will complete and submit the "Contractors Certification of X-ray and Magnetometer Training", Exhibit 14, to the COTR. Once the COTR receives the Contractors certification they will issue each employee an FPS certificate of completion. The Contractor shall give the employee the certificate and file a copy in the employee's

personnel folder.

Guards and uniformed supervisors who worked under the previous Contract/Task Order, or any other FPS contract with magnetometers and x-rays, may be exempt from this training provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a signed, legible copy of a Training Certificate), and the training was on equipment which operates the same as the magnetometer and x-ray the guard will be working on post. The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

### **15.6. CPR/First Aid Training**

The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR and First Aid training to all employees assigned to work under this Task Order. CPR certification shall be valid for a period of one (1) year. Prior to the one (1) year expiration each employee must become recertified. CPR training shall be a minimum of 6.5 hours and cover adult, pediatric, and infant CPR procedures. **The Government does not have any preferences concerning the CPR trainer. The Government does require that each CPR course MUST provide practical training (e.g., on “dummies”) on resuscitation techniques, and the instructor must be certified to instruct by the American Red Cross or the American Heart Society.** If the Contractor is uncertain as to whether a training provider is acceptable, the COTR can provide advice and guidance as to which training provider(s) are acceptable.

First Aid certifications shall be valid for a period of two (2) years. Prior to the two (2) year expiration each employee must become recertified. First Aid training shall be a minimum of 2.5 hours.

Guards or uniformed supervisors who possess a current CPR and First Aid credentials will not be required to retake the training until their credentials are close to expiration.

NO employee shall be permitted to work under this Task Order without valid CPR and First Aid certification credentials. Those employees who work with expired credentials will be immediately removed from the Task Order upon discovery of the expired credentials, and they will not be eligible to work until they become certified. The CO shall take deductions from the Contractors payments for the time the individuals worked without valid certification.

**Under no circumstances whatsoever shall the Contractor require any employee to incur the expense of CPR or First Aid training/certification without providing full reimbursement to the employee within fifteen (15) days of the employee’s completion of the course. The CO shall report violations of this requirement to DOL for investigation and may take Contractual action as deemed appropriate.**

### **15.7. OC Spray Training**

Prior to any guard carrying OC spray, they must receive the same training and meet the same requirements that are required by their State and Local authorities.

Recertification training requirements will also be the same as is required by the State and Local authorities. Upon completion of the required training or re-certification, the Contractor will complete the certification form, Exhibit 13, and forward it and the course certification to the COTR. Once the COTR receives Exhibit 13 and the course certification they will issue each employee an FPS certificate of completion. The Contractor shall give the employee the certificate and file a copy in the employee's personnel folder.

#### **15.8. Scheduling Government Provided Training and Written Examination**

Upon the employees' successful completion of **ALL** training and qualifications and after the Contractor provided 72 hour Basic Training, the Contractor must coordinate with the COTR and schedule the FPS administered training and written examination that will test the employees' familiarity, and understanding, of the information contained in the CGIM (April 2001 version). The test is multiple choice with 50 questions. All of the questions on the test are taken verbatim from the CGIM (April 2001 version). The passing score for the examination is 70% (35 questions correct out of 50 possible questions).

If an employee does not pass the examination on the first attempt, he/she may retake the examination. However, the employee will be given only two (2) attempts to pass the exam within 90 days from completing the training. If the employee fails upon the second attempt, or does not test within the 90 days, he/she must wait one (1) year before retraining and retaking the examination, and **will not be permitted** to work under any FPS Contract/Task Order during that one year waiting period. When an employee passes the examination, the FPS Trainer/Proctor or the COTR will issue the employee an FPS certificate of completion.

**IMPORTANT NOTE:** **No extensions will be granted regarding the testing policies and procedures stated above.**

#### **15.9. Other Special Training**

**In certain cases, the Contractor's employees will receive special training that will be given by the tenant agency or by FPS.** The number of training hours and the posts to which the special requirements apply will be provided to the Contractor at such time as the requirement arises. The Contractor will be required to schedule the training, reimburse all guards for off duty training at their regular hourly rate/salary; and to ensure that all posts are manned with qualified FPS certified contract guards while training is in progress. The Government will negotiate an equitable price adjustment with the Contractor for all the costs associated with the special training if and when training is required.

#### **15.10. Training of Replacement Employees**

All replacement employees shall meet all of the training and testing requirements that is required for the full time guards as specified in Paragraphs 14.3., 14.4., 15.2.1. (for Productive Guards) and 15.2.2. (for Supervisors).

**15.11. Government Provided Training - Failure to Attend**

The Contractor must ensure that their employees attend all scheduled training and examination/qualification sessions. Employee absences at scheduled training sessions have an extremely adverse effect on FPS's security guard program.

The term 'absence' includes any person properly scheduled for training/testing who fails to report to the appointed place at the proper time and date. An absence may be excused or unexcused.

An excused absence occurs when personnel fail to appear for scheduled qualifications but the Contractor has provided 24 hour advance notice or an acceptable excuse. Acceptable excuses are medical emergencies of the guard and the guard's immediate family (spouse, children, parents) or a death in the family. The COTR shall review each case to determine if it is acceptable.

An unexcused absence occurs when personnel fail to appear for scheduled training/testing and the Contractor has failed to provide 24 hours advance notice or an acceptable excuse.

The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the COTR as soon as possible. FPS retains the right to review emergency cancellations to ensure that they are in fact acceptable and excusable. Emergencies that are unacceptable may result in the employee being placed under an unexcused absence situation.

The FPS Instructor shall compile a list of all employees who have an unexcused absence for each day of training. This list will be forwarded to the CO, and the costs associated with the guard's failure to attend will be deducted from the Contractor's next payment. Furthermore, those employees with unexcused absences will be given last preference for rescheduling training (after those employees who have not been trained and those who require makeup training from an excused absence); thus, the employee's ability to work under the Contract may be seriously delayed by the unexcused absence(s).

**15.12. Training Extensions**

In certain rare circumstances, such as emergencies or significant unanticipated increases in required services, the COTRs can recommend that the CO grant an extension of the time frames in which training and/or testing must be completed before a Contract employee can work under the Contract/Task Order. However, all such extensions must be requested in writing by the Contractor stating the specific reasons why the time frame for training/testing should be extended, and give a specific deadline in which the required training/testing will be successfully completed by the employee. This extension will not exceed 90 calendar days. **Under no circumstances may the Contractor schedule or permit any employee to work under an extension without the CO's written consent of the extension.** If the CO grants an extension for the time frame requested by the Contractor, the Contractor must abide by that time frame. Upon expiration of the extension date the employee must have either completed the

training/testing requirements or be removed from the Contract/Task Order until such time as the requirements are successfully completed.

**Under no circumstance will the training and/or testing requirements as described in this SOW be waived.**

## **16. Quality Control**

### **16.1. Contractor Provided Quality Control Plan**

Adequate and consistent quality control is an essential component of successful performance. The Contractor shall develop and submit a Quality Control Plan to the CO with their proposal. The Contractor's Quality Control Plan shall include, but is not be limited to, the following areas:

- 1) A description of the type, level, and frequency of inspections performed.
- 2) Quality control inspection checklists shall be used to conduct inspections. They will include, at a minimum, checks of: equipment, uniforms and appearance; attendance and/or compliance with GSA Form 139 Sign in/out procedures; knowledge of and adherence to the Officer Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of current certifications and company identification card(s); possession of required licenses and permits; current firearms and training qualifications on all guards and overall performance.
- 3) A description of the Contractor's Quality Control Program and the Contractor's disciplinary and corrective procedures used when either superior or deficient performance is noted by the Contractor, or the ACOTR/COTR.
- 4) **Quality Control Manager** - As a part of the Contractor's Quality Control Plan, key personnel resume(s) of the Contractor's proposed Quality Control Manager(s) (QCM) shall be provided. The QCM shall be responsible for ensuring compliance with the SOW and the Contractor's Quality Control Plan as accepted by the Government prior to the award or issuance of the Task Order. The QCM may also serve as the Contractor's Contract Manager or Supervisor, but shall not be a uniformed employee of the Contractor.

The reports for all inspections made during the entire term of the Task Order shall be filed in sequential order by date and maintained at the Contractor's facility. Follow-up reports shall also be prepared and maintained in the above manner.

Inspections shall be conducted by the Contractor in accordance with their Quality Control Plan and as frequently as necessary to ensure effective performance. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan.

The Contractor shall maintain a file of all inspection reports related to the Task Order and shall make those reports available to the CO or COTR upon request. The CO or

COTR may also request a copy of each inspection report to be forwarded at the time it is prepared. The Contractor shall brief the COTR of any serious problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem.

If the Contractor's performance indicates that additional quality control measures must be taken to ensure satisfactory performance of required services, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. The CO may direct the Contractor to take additional steps to improve both the overall performance of the Task Order and adherence to their Quality Control Plan.

Failure by the Contractor to adhere to their stated Quality Control Plan's schedules, methods, forms, etc., may result in contractual actions being taken by the Government (e.g., the CO has the authority to negotiate and take an equitable adjustment from the Contractor's payment for Quality Control not provided).

### **16.2. Government Inspection, and Monitoring**

Inspection is the Government's primary means of ensuring that it receives the items for which it has contracted. For that reason, the government will use multiple means of inspection.

Everyone who enters a Government occupied building will be observing and interacting with the Contractor's employees. Those experiences, good or bad, will frequently be reported to FPS. FPS will follow up as is appropriate with each report. If appropriate, FPS will then advise the Contractor of the commendations or complaints received.

FPS works in partnership with client Federal agencies who reimburse FPS for contracted services. The staff and management of these Federal agencies may supplement FPS's inspection and monitoring program with formal and informal observations and reports.

The Government shall use all methods necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the guards' actions; and surveys of building tenants regarding the guards' performance (including the guards' professionalism, courtesy, and knowledge of their assigned duties). Such procedures may occur at any time, and may be supplemented by FPS's customer surveys and other agency reviews of the Contractor's performance.

In the event the Contractor fails to provide the required service to the standard prescribed by this SOW, the CO or COTR shall immediately contact the Contractor to report the Government's findings and the steps needed to correct the identified problem(s).

The Government has complete discretion to assess price deductions for required services that were not provided in accordance with the standards prescribed by this SOW in accordance with the following Deduction Schedule (See Paragraph 17).

**17. Price Deductions**

Where security guard services are concerned, there is no way for the Government to obtain re-performance of unprovided or unacceptable work by the Contractor's employees. Thus, the Government shall remedy the Contractor's non-performance or unacceptable performance through price deductions as prescribed in the following deduction schedule.

**IMPORTANT NOTE: The hourly cost for an FPO or an Inspector to man a guard post is \$50.00. The hourly cost rate for the COTR to perform any of the contract functions is \$50.00.**



**17.1. Deduction Schedule**

<b><u>Item</u></b>	<b><u>Deficiency</u></b>	<b><u>Deduction</u></b>
1.	Failure to man each post prescribed by the SOW. (Ref. para 9 SOW)	Contract Hourly Rate(CHR) for each hour a post is unmanned.
2.	Failure to provide properly equipped guards in proper uniforms presenting a professional and neat appearance. (Ref. para 13.2.4 SOW)	CHR for each guard on post(s) plus the hourly cost of each FPS officer required to man the post(s) until problem is corrected.
3.	Failure to equip guards IAW contract requirements. (Ref. para 13.2.4 SOW)	CHR it would cost the Government to rent the equipment or the purchase price of acceptable equipment.
4.	Failure to ensure guards possess GSA Form 3527, State Commission Cards, and all other required permits and certifications while on duty. (Ref. para 7.2 & 7.3 SOW).	CHR for the total hours the guard(s) worked with an expired card(s)/certification card(s). Hourly cost of each FPS officer(s) required to man the post(s) until qualified guard(s) arrive to assume the duties of the post(s).
5.	Failure for a guard(s) to sign-in and/or out on GSA Form 139. (Ref. para 9.5 SOW)	CHR for each hour of the shift(s) the guard(s) worked on that post.
6.	Failure to have up-to-date Officers Duty Book on hand. (Ref. para 9.3 SOW)	Per diem and hourly rate for the COTR to update the incomplete Officers Duty Book(s).
7.	Failure to have guards knowledgeable of post orders. (Ref. para 9.3 SOW)	Relieve guard from working on Government contracts until he/she is knowledgeable. Hourly cost of each FPS officer(s) required to man the post(s) until problem is corrected.
8.	Failure to post work schedule five (5) weeks in advance. (Ref. para 9.4 SOW)	Supervisory CHR from the date and hour of violation until schedule(s) are posted.
9.	Failure to properly maintain and account for keys. (Ref. para 9.3.4 SOW)	CHR from the time of violation until the keys are accounted for and properly stored.
10.	Failure to properly secure weapons and equipment. (Ref. para 13.2.3 SOW)	Hourly rate it will cost the Government to rent or the purchase price of acceptable storage equipment.
11.	Failure to provide motor patrol equipment conforming to SOW. (Ref. para 13.2.2 SOW)	Hourly rate it would cost the Government to rent a comparable vehicle.
12.	Failure to provide fully trained guards on post. (Ref. para 15.1 to 15.15 SOW)	CHR for each hour unqualified guards worked plus the hourly rate for each FPS officer(s) required to man the post(s).
13.	Failure to have a required supervisor present. (Ref. para 10.2 SOW)	Supervisory CHR from the time of violation until the time the problem is corrected.
14.	Failure to maintain a current master list of firearms by serial number assigned to each guard. (Ref. para 13.2.3 SOW)	Per diem and Hourly Rate for the COTR to go to all guards working on Task Order to create a list.

FSS MAS SOW – PART I – STATEMENT OF WORK

15.	Failure to provide guards carrying authorized weapons with proper amount of ammunition. (Ref. para 13.2.3 SOW)	CHR for each guard on post with the wrong amount of ammunition.
16.	Failure to provide a secure firearms cabinet for guards on project site. (Ref. para 13.2.3. SOW)	Hourly rate it will cost the Government to rent a weapon vault(s).
17.	Failure to post an Occupant Emergency Plan on post and train guards on the plan. (Ref. para 9.3.15 SOW)	Per diem and Hourly Rate for the COTR to post the missing OEPs and provide training if needed.
18.	Failure to post Building Rules and Regulations. (Ref. para 9.3.6 SOW)	Per diem and Hourly Rate for the COTR to post the missing Building Rules and Regulations and provide training if needed.
19.	Failure to instruct guards on the boundary lines and jurisdiction of the building or facility. (Ref. para 9.3.1 SOW)	CHR for each hour unqualified guard(s) worked on post(s).
20.	Failure to maintain grooming and personal hygiene in accordance with the CGIM. (Ref. para 2.4, pg. 24 and 25 CGIM)	CHR for each hour the guard(s) worked until problem is corrected. Plus, the hourly rate for each FPS officer(s) required to man the post(s).
21.	Unarmed guard working an Armed Post(s). (Ref. para. 4 SOW)	100 percent of the CHR for each hour the unarmed guard worked.
22.	Failure to provide guards with required lunch and breaks. (Ref. para 9.7 SOW)	CHR for all the relief not provided.
23.	Guards exceeding the 12 hour shift limit. (Ref. para 9.8 SOW)	CHR for amount of hours over 12.
24.	Required to use FPS personnel to man post(s) that would otherwise be unmanned. (Ref. para. 4 SOW)	100 percent of the CHR and hourly rate for FPS provided services (average \$30.00 per hour).
25.	Lost, damaged, destroyed, or unauthorized use of Government property. (Ref. para 17.3 SOW)	100 percent of the consequential cost associated with repair, replacement, and rentals.
26.	Failure of guards to attend scheduled Government training and testing, and/or weapons qualifications. (Ref. para 15.1 SOW)	A calculated percentage of the trainers total costs will be deducted. Example, 100% / 20 students = 5% of the total trainers cost; 10 students = 10% of the total trainers cost.

**NOTE: Deduction rate for failure to provide the required level of service shall be the established hourly rate contained in the task order's Price Schedule's performance period. When an FPO or Inspector is used to man a post, the hourly deduction rate will be \$50.00.**

**The CO shall add administrative costs, penalties, and any other costs the Government deems necessary to the above deductions.**

### **18. Removal of Guards From Site**

The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking disciplinary action with respect to his/her employees as may be necessary.

The contractor is also responsible for ensuring that their employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized by this Contract/Task Order and the Post Orders.

The COTR or CO may request the contractor to immediately remove any employee from the work site should it be determined that the employee has been disqualified for suitability or security reasons, is found to be unfit to perform their duties, or may jeopardize Government property, security, or personnel. The contractor must comply with these requests within the time frame set by the COTR or CO. The CO will follow up with a letter stating the reasons and/or circumstances for the immediate removal. For clarification a determination of unfitness may be made from, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- (1) Violations of the Rules and Regulations governing Public Buildings and Grounds, 41 CFR 101.20.3.
- (2) Neglect of Duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the worksite(s).
- (3) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- (4) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participating in disruptive activities which interfere with the normal and efficient operations of the Government.
- (5) Theft, vandalism, immoral conduct, or any criminal actions.  
Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects; failure to pass drug screening test.
- (6) Improper use of official authority or credentials.
- (7) Unauthorized use of communications equipment or Government property.
- (8) Misuse of weapon(s).
- (9) Violation of security procedures or regulations.

- (10) Unauthorized post abandonment.
- (11) Failure to cooperate with Government officials or local law enforcement authorities during an official investigation.
- (12) Carrying unauthorized supplemental or personal equipment, firearms, knives, cell phones, etc. while on post.

## **19. Performance**

The CO and/or COTR may meet with the Contractor (either in person or via teleconference) to discuss the results of the FPS's quality control findings and the Contractor's overall performance of the Task Order. The intention of these meetings is to establish a "meeting of the minds" between the FPS and the Contractor, and to ensure the effective performance of the Task Order.

Any time the FPS determines the Contractor's performance is inadequate, the CO or COTR shall notify the Contractor in writing of the inadequacies. The Contractor shall be permitted to respond in writing to the findings in the letter of inadequacy. Both the performance evaluation and the Contractor's response shall be filed in the Task Order file. If the Contractor fails to respond the CO shall assume the Contractor's in complete agreement with the letter of inadequacy.

The FPS shall have the express authority to share their findings (either general or specific) of the Contractor's performance reports with any other Federal agency, nonprofit agency, or business concern who seeks information on the Contractor's performance, in any manner (electronic, verbally, or in writing) it deems appropriate.

The FPS shall use the performance reports as a factor to determine whether to exercise any available option period and/or as a factor to determine whether to award any future Contract(s)/Task Order(s) to the Contractor.

## **20. Termination/Cancellation of Services**

The Government can terminate services under this Contract/Task Order at any time of its choosing under FAR Clause 52.249-2, Termination for Convenience, as stipulated under the Contractor's FSS/MAS Contract.

Because services under this Task Order are open-ended, numerous option periods available to be exercised, the Contractor shall have the right to propose a no cost cancellation of the Task Order if or when the Contractor no longer is willing or able to provide the required services. The Contractor shall submit the cancellation request in writing to the CO. The request shall contain, at a minimum, the following information:

- (1) Proposed time and date of cancellation.
- (2) Reason(s) for request of cancellation.

- (3) List of all current employees, including each employee's anniversary date (e.g., how long they have worked under FPS Contract(s)/Task Order(s)), how much leave time is owed, and the location where he/she is currently assigned to work.

**The Contractor MUST submit the cancellation notice at least 60 calendar days prior to the anticipated cancellation date and time in order for it to be considered by the CO.** Upon receipt of the cancellation request, the CO will review it to ensure that it contains the required information. The CO will acknowledge the request in writing and will respond in writing to confirm the actual cancellation date.

The Contractor **shall not** have the right to propose, request, or receive any costs or fees associated with the cancellation of the Task Order.

### **21. Ordinances, Taxes, Permits and Licenses**

Without additional expense to the Government, the Contractor shall fully comply with:

1. All local, city, state and federal laws, regulations and ordinances.
2. Be liable for all applicable federal, state and local taxes.
3. Obtain and pay for all permits and licenses governing performance under the Contract/Task Order.

### **22. Prohibition Against Subcontracting.**

The Contractor shall not subcontract any work required by this contract without the express written approval of the CO by modification to the Task Order, and only due to certain conditions outside the control of the Contractor. The Contractor shall demonstrate that the minimum requirements of this SOW and the Contractor's Quality Control Plan will be met without hindrance or interruption. If the CO authorizes the Contractor to subcontract any part of the work required by this contract, a copy of any such subcontract shall be provided to the CO, which shall be subject to the same requirements, terms and conditions of the Task Order and at no additional cost to the Government.

### **23. Marking and Payment of Postage, Shipping, and Handling Fees**

All information submitted to the CO or COTR shall indicate clearly the Task Order number under which the information is being submitted.

The Contractor shall pay all costs related to the submission of information to the FPS, including forms, reports, files, correspondence, invoices, payrolls, etc. These costs must be factored into the contract price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order has been awarded.

### **24. Payments**

Payment will be made on a calendar month basis in arrears upon submission of a proper invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later. In the event the Task Order begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month, or on the actual period of performance for services rendered and accepted by the Government.

The Government's objective is to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this Contract. The Criteria for Deductions (Paragraph 17) will be used by the Government in determining monetary deductions for nonperformance of work under this contract, or for deficiencies in the performance of work.

The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. **Where there are variances between the requirements cited in the Task Order(s) and the work actually performed (e.g., unmanned posts), the Contractor shall attach a separate sheet to the invoice detailing each instance of a variance.** The Contractor shall compute the invoice price to reflect the actual amount owed. **Submission of fraudulent invoices shall be subject to contractual and legal actions.**

To verify the monthly payment for productive and supervisory man-hours, the Contractor shall mail the original GSA Form 139s, or if the originals are lost, a copy stamped "DUPLICATE ORIGINAL" to the COTR. The COTR or a designated representative will compare the man-hours required in the Task Order with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form, and the GSA Form 3430 Building Service Contractor Work Report. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor. If variances are noted between the invoice and the GSA Form 139, the Government shall take a deduction. Any inquiries regarding payment shall be directed to the following:

**U.S. MAIL:**

Federal Protective Service  
Contracting Officer's Name  
P.O. Box 6519  
529 West Felix  
Fort Worth, TX 76115

**COURIER:**

Federal Protective Service  
Contracting Officer's Name  
501 West Felix, Bldg #3 South  
Fort Worth, TX 76115

**25. Insurance Requirements**

Evidence of the required insurance types and coverage as required by FAR 52.228-5 contained in the Federal Supply Schedule, and the clause HSAR 3052.228-70 Insurance (DEC 2003) at Part IV, is to be provided to the CO within 10 calendar days after the date the Task Order is issued. The Contractor agrees to insert the substance of the language of FAR 52.228-5 and HSAR 3052.228-70 in all subcontracts hereunder, if

subcontracting is authorized in writing by Modification to the Task Order in accordance with the clause at Part I 22. above.

FSS MAS SOW – PART II – EXHIBITS

**PART II - EXHIBITS**

**LIST OF EXHIBITS**

<b><u>EXHIBIT</u></b>	<b><u>TITLE</u></b>
<b>EXHIBIT 1</b>	<b>Productive and Supervisory Requirements Including Post Hours and Location</b>
<b>EXHIBIT 2</b>	<b>Communication Equipment Requirements</b>
<b>EXHIBIT 3</b>	<b>Patrol Vehicle Requirements</b>
<b>EXHIBIT 4</b>	<b>Basic Training Syllabus, Provided by the Contractor</b>
<b>EXHIBIT 4A</b>	<b>Contractor's Certification of Basic Training</b>
<b>EXHIBIT 5</b>	<b>Supervisory Training Syllabus, Provided by the Contractor</b>
<b>EXHIBIT 5A</b>	<b>Contractor's Certification of Supervisory Training</b>
<b>EXHIBIT 6</b>	<b>Biennial Refresher Training Syllabus, Provided by the Contractor</b>
<b>EXHIBIT 6A</b>	<b>Contractor's Certification of Biennial Refresher Training</b>
<b>EXHIBIT 7</b>	<b>Training Syllabus Presented by the Government</b>
<b>EXHIBIT 7A</b>	<b>Contractor's Certification of Government Provided Training</b>
<b>EXHIBIT 8</b>	<b>Contractors Certification of Firearms Training</b>
<b>EXHIBIT 8A</b>	<b>Firearms Practical Pistol Course</b>
<b>EXHIBIT 8B</b>	<b>Pistol Qualification Record (GSA Form 2790)</b>
<b>EXHIBIT 9</b>	<b>Contractor's Training Schedule and Plan</b>
<b>EXHIBIT 10</b>	<b>Standard Form (SF 78) Certificate of Medical Examination</b>
<b>EXHIBIT 11</b>	<b>Contractor's Certification of New Employee Eligibility Requirements</b>
<b>EXHIBIT 12</b>	<b>Key Personnel Resume</b>
<b>EXHIBIT 13</b>	<b>Contractors Certification of OC Spray Training</b>
<b>EXHIBIT 14</b>	<b>Contractors Certification of Magnetometer and X-ray Training</b>
<b>EXHIBIT 15</b>	<b>Security Clearance Requirements</b>
<b>EXHIBIT 16</b>	<b>Domestic Violence Form</b>
<b>EXHIBIT 17</b>	<b>DOL Wage Determinations/Collective Bargaining Agreements</b>



**EXHIBIT 1**

**PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION**

**Armed Guard Services Posts: Estimated Effective Base Period: 03/01/07 – 09/30/07**

**Lists of Posts will not be provided in this Exhibit. See Attached Price List for Post hours and locations. Contractor must complete all post and supervisory line item on the attached Pricing Sheets for the base and all option periods to be considered for the award of a Task Order. There is no minimum number of supervisory hours for remote posts. The contractor/offeror shall otherwise make no changes, additions, alterations or modifications to the Government-provided Price Schedule/Quotation.**

**SEE ATTACHED SPREADSHEETS**

**(PRICE QUOTATIONS/SCHEDULES)**

**TE: Where indicated, relief periods (lunch, breaks, etc.) are authorized by Contract. The Contractor must provide a replacement guard for each employee on an authorized break. Unless otherwise specified, patrol (rover) guards and supervisors must not be used for replacement.**

**All full time productive guards working a minimum 8-hour shift shall be provided a paid 15-minute break for each 4 hours of work. This break should normally be scheduled in the middle of each 4-hour period. A 30-minute paid lunch break shall also be provided to those individuals IF required by the Collective Bargaining Agreement (CBA). All guards working a 6-hour shift shall be provided a paid 15 minute break. Part-time productive guards working a minimum of 4 hours shall be provided a paid 15 minute break every 4 consecutive hours worked, The cost to cover relief for the productive hours indicated herein must be included in your quotation/price proposal.**

**EXHIBIT 2**

**1. Facilities: See Exhibit 1.**

**2. Licenses and Frequencies:** The Contractor shall coordinate with the FPS for authorization to operate on frequencies specified by the FPS. Where necessary, the CO or COTR will issue a letter of authorization, identifying the Contractor as having a need to communicate over a frequency or frequencies assigned to an agency of the Federal Government.

**3. Normal, Emergency and Continuous Communications:** All two-way portable radio units must have the capability of transmitting and receiving clear and concise vocal transmissions between guard, supervisory personnel and the Mega-Center.

**4.** The Contractor will provide a listing of cell phones, radio(s) and associated equipment to be used on this Contract to the COTR.

**5.** The COTR will determine what posts, if any, will require a cellular phone. The Contractor shall be responsible for supplying a cellular phone for each of these posts.

**EXHIBIT 3**

**PATROL VEHICLE REQUIREMENTS**

The Government’s need for the following patrol vehicle(s) will be identified on the Price Schedule for this Task Order. If the Government determines a need for Contractor Patrol Vehicle(s) after the award of the Task Order, a modification will be issued for the requirement, based on a request for quotation from the Contractor, the Government’s specific needs and fair and reasonable price(s).

**1. Facility:** \_\_\_\_\_

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

The Contractor shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the company. The vehicle(s) shall be available at all times during the life of the Task Order, and must be replaced immediately by an equal replacement vehicle if removed from operation for any reason(s). It is the Contractor's responsibility to register, insure, and provide proper maintenance for the vehicle(s) at no additional cost to the Government. The vehicle(s) shall be equipped with a 10 – 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The vehicle(s) shall be equipped with a conventional, universal first aid kit with Airway pack, Cling bandages, and a minimum of two bite sticks. \*The vehicle(s) may be used for roaming purposes around the \_\_\_\_\_, as well as other areas that may need monitoring near this \_\_\_\_\_. The estimated mileage is between \_\_\_\_\_ and \_\_\_\_\_ miles per year.

**3. Vehicle Requirements:**

	<b>Vehicle No. 1</b>	<b>Vehicle No. 2</b>	<b>*Other</b>
Estimate(s) of hour(s) to be used daily	_____		
Number(s) of days per week	_____		

Estimate(s) of hour(s) to be used daily

Number(s) of days per week

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

NONE

**EXHIBIT 4**

**BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

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

72 Hours<sup>1</sup>

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Overview of the ICE Administration and the Federal Protective Service (CHAPTER ONE, CGIM)	2	Instructor(s) will discuss the mission, role, and responsibilities of ICE and FPS as well as the role contract guards play in facility security. Instructor will also discuss the five types of facilities and security levels
Customer Oriented Protection	2	Instructor(s) will discuss the concept of Customer Oriented Protection and the Role contract guards play in this approach to security ( <i>Note: ICE will provide the instructor with information on this program to assist in training</i> )
Overview of the Roles & Responsibilities of a Contract Guard (CHAPTER TWO, CGIM)	2	Instructor will discuss the typical duties and responsibilities associated with being a contract guard at a Federal facility;
Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM)	1	Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement guards and the contract guards.

---

<sup>1</sup> The Contractor must present 72 hours of basic training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 72 hours of training.* It is also incumbent upon the instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

**EXHIBIT 4, continued**

**BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<b><u>Subject</u></b>	<b><u>Hours</u></b>	<b><u>Scope</u></b>
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and Professional behavior by guards based on the overview of this topic. Use of audio/visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, CGIM)	2	Familiarize the contract guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract guard is presented with the theory of communications; various types of obstacles which can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills which accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio/visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, CGIM)	1	Instruction is to be provided to the contract guards, which will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using

**EXHIBIT 4, continued**

**BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, CGIM)	1	<p>scenarios of communication methods based on the overview of this topic. Use of audio/visual materials, case studies, and other materials to facilitate training objectives will be acceptable.</p> <p>Instructor(s) will discuss the basic knowledge needed for the contract guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract guard with the introduction of badge and gun.</p>
Understanding Human Behavior, Part II: Interactive Training	1	<p>Role playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio/visual materials, case studies, and other materials to facilitate training objectives will be acceptable.</p>
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, CGIM)	2	<p>Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the guards' duties and authority.</p>
Crimes and Offenses (CHAPTER THREE, CGIM)	1	<p>Present the contract guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.</p>
Search and Seizure (CHAPTER THREE, CGIM)	1	<p>Provide the guard with the knowledge of the legal application of search and seizure law in the performance of</p>

**EXHIBIT 4, continued**

**BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Arrest Authority and Procedures (CHAPTER THREE, CGIM)	1	duties as a contract guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include “Stop and Frisk”.  Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards should become completely familiar with the extent of their arrest powers obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, CGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, CGIM)	1	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, CGIM)	1	Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.

FSS MAS SOW - PART II – EXHIBITS

**EXHIBIT 4, continued**

**BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Contract Guard Administration (CHAPTER FOUR, CGIM)	1	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the Control Centers when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, CGIM)	1	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, CGIM)	1	Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law enforcement and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, CGIM)	1	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, CGIM)	2	Describe importance of proper access control of protected space. Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of



FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 4, continued

**BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<b><u>Subject</u></b>	<b><u>Hours</u></b>	<b><u>Scope</u></b>
		surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the contract guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, CGIM)	1	Define the contract guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, CGIM)	3	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on a ICE contract. Emphasis on tips for effective report writing.

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 4, continued

BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Special Situations (CHAPTER NINE, CGIM)	2	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Emergency First Aid and Bloodborne Pathogens (CHAPTER TEN, CGIM)	3	Instructor will provide instruction on the necessary skills to deal with hazards of exposure to bloodborne pathogens as follows: Explanation of the bloodborne pathogens standard; how bloodborne diseases can be transmitted; exposure control plan for incidents regarding bloodborne diseases; employee hazard recognition; and ways to prevent the exposure. Instructor will also discuss procedures to follow for emergencies. (Note: this training is not a substitute for First Aid training, which must be provided by an the American Red Cross instructor. Guards must receive at least 9 hours of Red Cross certified First Aid and CPR training.)
Flying the Flag (CHAPTER ELEVEN, CGIM)	1	Instructor will discuss where and when the American flag is flown and will give hands-on demonstration for folding and storing the flag.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTER TWELVE, CGIM)	2	Instructor will provide a lecture regarding domestic and international terrorism and weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER THIRTEEN, CGIM)	2	Instructor will discuss workplace violence; who commits violent acts and why; guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER FOURTEEN, CGIM)	2	Instructor (s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.

**EXHIBIT 4, continued**

**BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Bomb Threats and Incidents (CHAPTER FIFTEEN, CGIM)	2	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER SIXTEEN, CGIM)	2	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SEVENTEEN, CGIM)	2	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and Prevention; then, response to incidents as they occur.
Defensive Tactics	4	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining hold, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	4	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different “real life” scenarios where handcuffing would be necessary.
Use of Expandable Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Safety and Handling	1	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide instruction in the handling

**EXHIBIT 4, continued**

**BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
		and control of the contract guard's firearm. Instruction should relate to weapons safety and handling to include nomenclature, wearing of the weapon, care and cleaning, storage and accountability. Special emphasis must be placed on loading, unloading and the safe lowering of a "cocked" hammer on a live round.
Review & Examination	2	A 50 question multiple choice written examination will be given to determine knowledge and understanding of the academic subject matter.

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

**EXHIBIT 4A**

**CONTRACTOR’S CERTIFICATION OF BASIC TRAINING**

**Contract Employee’s Name:** \_\_\_\_\_ **SSN:**        -        -

I hereby certify that the above named employee has completed basic training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
BASIC TRAINING	_____	<u>72</u>

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

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

**AUTHORITY FOR RELEASE OF INFORMATION:**

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

**CERTIFICATION:**

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

\_\_\_\_\_  
CONTRACTOR’S AUTHORIZED DESIGNEE SIGNATURE (IN INK)    DATE

**EXHIBIT 5**

**SUPERVISORY TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

**(9 HOURS)**

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

**EXHIBIT 5, Continued**

**SUPERVISORY TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

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

**EXHIBIT 5A**

**CONTRACTOR’S CERTIFICATE OF SUPERVISORY TRAINING**

**Contract Employee’s Name:** \_\_\_\_\_ **SSN:**        -        -

I hereby certify that the above named employee has completed supervisory training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
SUPERVISORY TRAINING	_____	<u>9</u>

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

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

**AUTHORITY FOR RELEASE OF INFORMATION:**

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

**CERTIFICATION:**

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

\_\_\_\_\_  
CONTRACTOR’S AUTHORIZED DESIGNEE SIGNATURE (IN INK)    DATE



EXHIBIT 6

**BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

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

**40 Hours**

<b><u>Subject</u></b>	<b><u>Hours</u></b>	<b><u>Scope</u></b>
Overview of ICE and the Federal Protective Service (CHAPTER ONE, CGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of ICE and FPS as well as the role contract guards play in facility security. Instructor will also discuss the five types of facilities and security levels
Customer Oriented Protection	1	Instructor(s) will discuss the concept of Customer Oriented Protection and the role contract guards play in this approach to security <i>(Note: FPS will provide the instructor with information on this program to assist in training)</i>
Overview of the Roles & Responsibilities of a Contract Guard (CHAPTER TWO, CGIM)	1	Instructor will discuss the typical duties and responsibilities associated with being a contract guard at a Federal facility;
Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM)	1	Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, Federal law enforcement guards, and the contract guards.

**EXHIBIT 6, continued**

**BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and Professional behavior by guards based on the overview of this topic. Use of audio/visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, CGIM)	1	Familiarize the contract guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract guard is presented with the theory of communications; various types of obstacles which can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills which accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio/visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, CGIM)	1	Instruction is to be provided to the contract guards which will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instructions should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other

FSS MAS SOW - PART II – EXHIBITS

Professional Public Relations Part II: Interactive Training	1	forms of personal grooming.  Role playing or other interactive methods between instructor and students using Scenarios of communication methods based on the overview of this topic. Use of audio/visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
--	---	---

**EXHIBIT 6, continued**

**BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, CGIM)	.5	Instructor(s) will discuss the basic knowledge needed for the contract guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training  audio/visual	.5	Role playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, CGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, CGIM)	.5	Present the contract guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, CGIM)	.5	Provide the guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".

**EXHIBIT 6, continued**

**BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<b><u>Subject</u></b>	<b><u>Hours</u></b>	<b><u>Scope</u></b>
Arrest Authority and Procedures (CHAPTER THREE, CGIM)	.5	Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards should become completely familiar with the extent of their arrest powers obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, CGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, CGIM)	.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, CGIM)	.5	Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Contract Guard Administration (CHAPTER FOUR, CGIM) Government	.5	Instructor(s) will discuss the relationship between the Contractor and the

Post Duties  
(CHAPTER FOUR, CGIM)

.5

and will discuss protocol for communication with the Control Centers when incidents occur. Instructor will also discuss the importance of the Duty Book.

Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter surveillance while manning a post

**EXHIBIT 6, continued**

**BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Patrol Methods And Patrol Hazards (CHAPTER FOUR, CGIM)	.5	Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law enforcement and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, CGIM)	.5	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, CGIM)	.5	Describe importance of proper access control of protected space. Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	.5	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the contract guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, CGIM)	.5	Define the contract guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems,

<p>Records and Reports (CHAPTER EIGHT, CGIM)</p>	<p>.5</p>	<p>and other standard fire prevention equipment.</p>
		<p>Instructor will lecture on importance of properly prepared records and reports. Students shall be given examples and prepare sample records and reports as they will use on a ICE contract. Emphasis on tips for effective report writing.</p>



**EXHIBIT 6, continued**

**BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Special Situations (CHAPTER NINE, CGIM)	.5	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Emergency First Aid and Bloodborne Pathogens (CHAPTER TEN, CGIM)	1	Instructor will provide instruction on the necessary skills to deal with hazards of exposure to bloodborne pathogens as follows: Explanation of the bloodborne pathogens standard; how bloodborne diseases can be transmitted; exposure control plan for incidents regarding bloodborne diseases; employee hazard recognition; and ways to prevent the exposure. Instructor will also discuss procedures to follow for emergencies. (Note: this training is not a substitute for First Aid training, which must be provided by an American Red Cross accredited instructor. Guards must receive at least 9 hours of Red Cross certified First Aid and CPR training.)
Flying the Flag (CHAPTER ELEVEN, CGIM)	.5	Instructor will discuss where and when the American flag is flown and will give hands-on demonstration for folding and storing the flag.
Terrorism, Anti-terrorism, & Weapons of Mass Destruction (WMD) (CHAPTER TWELVE, CGIM)	.5	Instructor will provide a lecture regarding domestic and international terrorism and weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter surveillance and proper use of building security equipment
Workplace Violence (CHAPTER THIRTEEN, CGIM)	1	Instructor will discuss workplace violence; who commits violent acts and why; guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.

FSS MAS SOW - PART II – EXHIBITS

Civil Disturbances  
(CHAPTER FOURTEEN, CGIM)

1

Instructor (s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.

**EXHIBIT 6, continued**

**BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Bomb Threats and Incidents (CHAPTER FIFTEEN, CGIM)	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations instruct (CHAPTER SIXTEEN, CGIM)	.5	Lecture and practical applications to guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SEVENTEEN, CGIM)	.5	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention, then response to incidents as they occur.
Defensive Tactics	2	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining hold, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different “real life” scenarios where handcuffing would be necessary.
Use of Expandable Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Safety, Handling	1	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide

detailed instruction in the handling and control of the contract guard's firearm. Instruction should relate to weapons safety and handling to include nomenclature, wearing of the weapon, care and cleaning, storage and accountability. Special emphasis must be placed on loading, unloading and the safe lowering of a "cocked" hammer on a live round.

**EXHIBIT 6, continued**

**BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Review & Examination	2	A 50 question multiple choice written examination will be given to determine knowledge and understanding of the academic subject matter.

<sup>1</sup> The Contractor must present 40 hours of Refresher training to all students. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

**EXHIBIT 6A**

**CONTRACTOR’S CERTIFICATION OF BIENNIAL REFRESHER TRAINING**

**Contract Employee’s Name:** \_\_\_\_\_ **SSN:** - -

I hereby certify that the above named employee has completed Refresher training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
REFRESHER TRAINING	_____	<u>40</u>

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

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

**AUTHORITY FOR RELEASE OF INFORMATION:**

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

**CERTIFICATION:**

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

\_\_\_\_\_  
CONTRACTOR’S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

**EXHIBIT 7**

**TRAINING SYLLABUS PRESENTED BY THE GOVERNMENT**

**(8 Hours)**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Rules and Regulations	1	Discuss ICE's jurisdiction within Federal property and the Rules and Regulations under which they are operated (CFR 41.101-20.3). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved.
Bomb Threats and Natural Disaster Responses	2	Instructor(s) will present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract guards may be given training in bomb search procedures.

**EXHIBIT 7, continued**

**TRAINING SYLLABUS PRESENTED BY THE GOVERNMENT**

<b><u>Subject</u></b>	<b><u>Hours</u></b>	<b><u>Scope</u></b>
Report Writing, Notes and Required GSA Forms	3	<p>Develop an understanding of the types, requirements, and necessity of field notes and reports that will be expected from the Contract guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis.</p> <p>Instructor(s) will review and discuss the importance of the following forms:</p> <ul style="list-style-type: none"> <li>a. GSA Form 3155, Preliminary Investigation;</li> <li>b. GSA Form 3157, Crime Analysis;</li> <li>c. GSA Form 1039, Record of Property Found;</li> <li>d. GSA Form 252, Found Property Tag;</li> <li>e. GSA Form 1789, Register of Visitors;</li> <li>f. GSA Form 139, Arrival and Departures;</li> <li>g. NCR Form 139-R, Relief Guard Register</li> <li>h. GSA Form 239, Officer and Inspectors Register;</li> <li>I. GSA Form 435, Guards Hourly Report;</li> <li>j. Special forms unique to the facility used in the performance of the Contract duties.</li> </ul>



**EXHIBIT 7, continued**

**TRAINING SYLLABUS PRESENTED BY THE GOVERNMENT**

<b><u>Subject</u></b>	<b><u>Hours</u></b>	<b><u>Scope</u></b>
Telephone and Radio Communications	1	Instruction will prepare the Contract guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by the Law Enforcement Branch, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.
Role of Local, State and Federal Police Agencies	1	The Contract guards will be instructed in their relationship (position to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of: Building Rules and Regulations, agency policy, special requirements of the Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups.  NOTE: For the purpose of this training, 50 minutes will be considered as one hour of instruction.

**EXHIBIT 7A**

**CONTRACTOR’S CERTIFICATION OF GOVERNMENT PROVIDED TRAINING**

**Contract Employee’s Name:** \_\_\_\_\_ **SSN:**        -        -

I hereby certify that the above named employee has completed training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
<b>GOVERNMENT PROVIDED TRAINING</b>	_____	<u>8</u>

**ATTENTION - THIS STATEMENT MUST BE SIGNED -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT**

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

**AUTHORITY FOR RELEASE OF INFORMATION:**

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

**CERTIFICATION:**

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

\_\_\_\_\_  
CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK)    DATE

**EXHIBIT 8**

**CONTRACTOR’S CERTIFICATION OF FIREARMS TRAINING**

**Contract Employee’s Name:** \_\_\_\_\_ **SSN:**        -        -

I hereby certify that the above named employee has completed training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
<b>FIREARMS TRAINING</b>	_____	<b>40</b>

**ATTENTION - THIS STATEMENT MUST BE SIGNED -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT**

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

**AUTHORITY FOR RELEASE OF INFORMATION:**

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

**CERTIFICATION:**

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

\_\_\_\_\_  
CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK)    DATE

FSS MAS SOW - PART II - EXHIBITS  
EXHIBIT 8A

PRACTICAL PISTOL COURSE

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
3 Yds	1	Standing point shoulder reference sights (FI) Strong hand only	DA	6	1	2 Sec.	One shot in 2 seconds, reholster after each shot (X6).
	2	Standing point shoulder reference sights (FI) Two handed	DA	6	2	3/2 Sec.	Two shots in 3 seconds, come to combat ready position (weapon below eye level), bring weapon to eye level and fire two shots in 2 seconds (X2).
7 Yds	1	Standing two hands with sights (FI)	DA	12	1	3 Sec.	One shot in 3 seconds, reholster after each shot (X5).
				1/RL-6/1		20 sec.	One shot, unload, reload w/6 rounds in 20 seconds (15 seconds if speedloaders are used), transfer weapon to weak hand and fire one additional shot weak hand only. From aimed in position continue firing one shot in 3 seconds (X5). STANCE DOES NOT CHANGE.
	2	Standing two hands with sights (FI)	DA	12	2	4 sec.	Two shots in 4 seconds, reholster after each pair (X2).
				2/RL-2(6)/2		15 sec.	Two shots, unload, reload w/2 rounds (six rounds if speedloader is used), fire two more shots in 15 seconds. If pouch is used reload with four rounds. From aimed in position fire two shots in 4 seconds (X2). Strong hand only.

FSS MAS SOW - PART II - EXHIBITS  
 EXHIBIT 8A, continued

PRACTICAL PISTOL COURSE

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
15 Yds	1	Right/Left side standing and kneeling Barricade	DA	12	3	7 Sec.	Draw and fire three shots in 7 seconds right side standing position. When target edges away, shooter position assumes right side kneeling position and remains aimed in on target. Target faces, shooter fires three shots.
							Shooter unloads and reloads six rounds in kneeling position, utilizing cover. Shooter then moves to left side standing position.
							Fire three shots in 25 seconds (20 seconds if speedloader is used). When target edges away, shooter assumes left side kneeling position and stays aimed in. Target faces and shooter fires three shots in 6 seconds.

NOTE: When shooter is aimed in on edged targets, the finger will be on the trigger. However, when moving to the different positions, the shooter's finger will be OFF the trigger.

FSS MAS SOW - PART II - EXHIBITS  
 EXHIBIT 8A, continued

PRACTICAL PISTOL COURSE

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
25 Yds	1	Right side standing barricade position	DA	6	3/2/1	8/5/3 Sec.	Draw and fire three shots in 8 seconds, remain aimed in on target. Target faces, shooter fires two shots in 5 seconds, remain aimed in on target. Target faces, shooter fires one shot in 3 seconds.
	2	Left side standing barricade position	DA	6	3/2/1	8/5/3 Sec.	Repeat Sequence in Stage 2.

**NOTE:** When shooter is aimed in on edged target, the finger will be ON the trigger.

**COURSE NOTE:** For the stages in which the shooter fires and then reholsters, the procedure will be as follows: Aimed in until the target edges away. The shooter will then look left, then right (using the eyes only, not the head), before reholstering the weapon.

MARKSMANSHIP RATINGS:

210 - 254	Marksman	
255 - 284	Sharpshooter	
285 - 299	Expert	
300	Distinguished Expert	
<b>TOTAL ROUNDS</b>		<b>60</b>
<b>POSSIBLE SCORE</b>		<b>300</b>
<b>MINIMUM SCORE</b>		<b>210</b>

**EXHIBIT 8B**

<b>PISTOL QUALIFICATION RECORD</b>			
<b>NAME (Last, First, Middle Initial)</b>		<b>REGION</b>	<b>ZONE</b>
<b>NOTE: DO NOT SOLICIT SSN FROM EMPLOYEES OBTAIN FROM EXISTING FILES</b>		<b>SOCIAL SECURITY NUMBER</b>	<b>SCORE</b>
<b><u>COMMENTS</u></b>			
<b>QUALIFIED (minimum qualifying score 210 out of 300)</b>			<b>DATE</b>
	<b>YES</b>	<b>NO</b>	
<b>STATE CERTIFIED INSTRUCTOR (Print name and sign)</b>			<b>DATE</b>
<b>FPS WITNESS (Print name and sign)</b>			<b>DATE</b>

GENERAL SERVICES ADMINISTRATION

GSA FORM 2790 (REV. 1-83)

**EXHIBIT 9**

**CONTRACTOR’S TRAINING SCHEDULE AND PLAN**

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

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:



**EXHIBIT 10**

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

**(Contractor may obtain SF 78 from the Federal Forms link at <http://www.gsa.gov>)**

**EXHIBIT 10A**

Exhibit 10A will be provided to the successful contractor after the award of a Task Order.

**EXHIBIT 11**

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

**PAGE 1 OF 2**

**Contract Employee’s Name:** \_\_\_\_\_ **SSN:**        -        -

I hereby certify that the above named employee has fulfilled all the requirements listed below, copies of the documentation for the COTR are attached, are all current, valid, and copies are properly filed in the employee’s personnel file:

<b><u>SUBJECT</u></b>	<b><u>DATE COMPLETED</u></b>
<b>SUITABILITY ADJUDICATION</b>	_____
<b>STATE COMMISSION CARD</b>	_____
<b>DOMESTIC VIOLENCE FORM</b>	_____
<b>SF 78 – CERTIFICATE OF MEDICAL EXAMINATION</b>	_____
<b>PRE-EMPLOYMENT DRUG SCREENING</b>	_____
<b>CONTRACTOR PROVIDED 72 HOUR BASIC TRAINING CERTIFICATE</b>	_____
<b>FIREARMS TRAINING CERTIFICATE</b>	_____
<b>FIREARMS QUALIFICATION FORM (GSA Form 2790)</b>	_____
<b>GOVERNMENT PROVIDED 8 HOUR TRAINING CERTIFICATE</b>	_____
<b>EXPANDABLE BATON TRAINING CERTIFICATE</b>	_____
<b>MAGNETOMETER/X-RAY TRAINING CERTIFICATE (Where Applicable)</b>	_____
<b>OC SPRAY TRAINING CERTIFICATE</b>	_____
<b>CPR/FIRST AID CERTIFICATION</b>	_____
<b>KEY PERSONNEL RESUME (If Applicable)</b>	_____
<b>HIGH SCHOOL DIPLOMA OR EQUIVALENT</b>	_____

**EXHIBIT 11, Continued**

**CONTRACTOR'S CERTIFICATION OF NEW EMPLOYEE  
ELIGIBILITY REQUIREMENTS**

**PAGE 2 OF 2**

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

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

**AUTHORITY FOR RELEASE OF INFORMATION:**

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

**CERTIFICATION:**

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

\_\_\_\_\_  
CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK)      \_\_\_\_\_ DATE

*This certification shall be completed and submitted to the COTR with the employee's certifications and documentation to back up the dates on the preceding page. The documentation is required by this Contract prior to the employee's initial performance under the contract. A copy of this certification shall also be placed in the Contract employee's personnel file.*

**EXHIBIT 12**

**KEY PERSONNEL RESUME**

This resume is pertinent to the experience and professional background of Contract security supervisory personnel. A Key Personnel Resume must be completed for each Supervisor or Manager who will have a direct job performance relationship with guards assigned to perform the work requirements of this contract. A copy of each Supervisor's/Manager's Key Personnel Resume shall be provided to the COTR.

**PROPOSED POSITION TITLE:** \_\_\_\_\_

**SUPERVISOR'S NAME:** \_\_\_\_\_ **AGE:** \_\_\_\_\_

**CURRENT POSITION WITH THE CONTRACT FIRM:** \_\_\_\_\_

**TIME IN CURRENT POSITION: (Yrs. Mos.)** \_\_\_\_\_

**ANNUAL SALARY:** \_\_\_\_\_

**RESPONSIBLE FOR THE WORK OF:** \_\_\_\_\_ **PERSONS**

**DESCRIPTION OF SCOPE OF CURRENT JOB: (Use attached sheet if necessary)**  
\_\_\_\_\_  
\_\_\_\_\_

**WORK EXPERIENCE: (Past 10 years in chronological order)**

<u>Date</u>				
<u>From</u>	<u>To</u>	<u>Job</u>	<u>Company/Address</u>	<u>Reference</u>

**EDUCATION SUMMARY:**

<u>Name/Address</u>	<u>Dates Attended</u>	<u>Diploma or Certificate Issued</u>
---------------------	-----------------------	--------------------------------------

High School:

College/Specialized:

Trade School(s):

PROVIDE A BRIEF STATEMENT OF WHY THIS SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT. PLEASE USE THE REVERSE SIDE OR A SEPARATE SHEET OF PAPER.

**EXHIBIT 13**

**CONTRACTOR’S CERTIFICATION OF OC SPRAY TRAINING**

**Contract Employee’s Name:** \_\_\_\_\_ **SSN:** - -

I hereby certify that the above named employee has completed training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
OC TRAINING	_____	<u>4 Minimum</u>

**ATTENTION - THIS STATEMENT MUST BE SIGNED -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT**

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

**AUTHORITY FOR RELEASE OF INFORMATION:**

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

**CERTIFICATION:**

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

\_\_\_\_\_  
CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK)    DATE

**EXHIBIT 14**

**CONTRACTOR’S CERTIFICATION OF MAGNETOMETER AND X-RAY TRAINING**

**Contract Employee’s Name:** \_\_\_\_\_ **SSN:** - -

I hereby certify that the above named employee has completed training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
MAGNETOMETER AND X-RAY TRAINING _____	_____	<u>4</u>

**ATTENTION - THIS STATEMENT MUST BE SIGNED – READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT**

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

**AUTHORITY FOR RELEASE OF INFORMATION:**

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

**CERTIFICATION:**

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

\_\_\_\_\_  
CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

**EXHIBIT 15**

**SECURITY CLEARANCE REQUIREMENTS**

<u><b>FACILITY CLEARANCE</b></u>	<u><b>REQUIRED</b></u>	<u><b>NOT REQUIRED</b></u>
A. Top Secret	_____	_____
B. Final Secret	_____	_____
C. FPS Suitability Determination	_____	_____

<u><b>PERSONNEL CLEARANCE</b></u>	<u><b>REQUIRED</b></u>	<u><b>NOT REQUIRED</b></u>
A. Top Secret	_____	_____
B. Final Secret	_____	_____
C. Dept. of Energy - "Q" (Top Secret)	_____	_____
D. Dept. of Energy - "L" (Secret)	_____	_____
E. N.R.C - "Q" (Top Secret)	_____	_____
F. N.R.C - "L" (Secret)	_____	_____
H. Other	_____	_____

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



**EXHIBIT 16**

**DOMESTIC VIOLENCE FORM**

**ARMED CONTRACT GUARD QUALIFICATION INQUIRY**

You are required to complete this Qualification Inquiry and submit it to your immediate supervisor. In completing this form, you are advised:

- (a) The purpose of this inquiry is to obtain information, which will assist in implementing 18 U.S.C. 922 (g) (9), which prohibits individuals who have been convicted of misdemeanor crimes of domestic violence from possessing firearms.
  - (b) You have a duty to complete this form. Failure to do so will result in your immediate non-qualification to serve as an armed security guard under ICE contracts.
  - (c) This inquiry is continuing in nature. If any of the information provided below changes, you have a duty to supplement this information.
  - (d) Neither your answers nor any information or evidence gained by reason of your answers can be used against you in any criminal prosecution for violation of 18 U.S.C. 922 (g) (9). However, the answers you furnish and any information or evidence resulting there from may be used against you in a prosecution for knowingly and willfully providing false statement or information, and in the course of agency disciplinary proceedings.
1. Have you ever been convicted of a misdemeanor crime of domestic violence as defined by 18 U.S.C. 921 (a) (33)?

YES \_\_\_\_\_

NO \_\_\_\_\_

2. If you answered YES to the first question, provide the following information with respect to the conviction:

Court/Jurisdiction: \_\_\_\_\_  
Docket/Case Number: \_\_\_\_\_  
Statute/Charge: \_\_\_\_\_  
Date Sentence: \_\_\_\_\_

I hereby certify that, to the best of my information and belief, all of the information provided by me is true, correct, complete and made in good faith. I understand that false or fraudulent information provided herein may be grounds for adverse action, up to and including removal, and is also criminally punishable pursuant to Federal law, including 19 U.S.C. 1001.

Name and Title: \_\_\_\_\_  
Office: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**As defined in 18 U.S.C. 921 (a) (33). A “misdemeanor crime of domestic violence” means an offense that**

FSS MAS SOW - PART II – EXHIBITS

- (1) is a misdemeanor under Federal or State law; and
- (2) has, as an element, the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by a current or former spouse, parent, or guardian of the victim, by a person with whom the victim shares a child in common, by a parent who is cohabiting with or who has cohabited with the victim as a spouse, parent, or guardian, or by a person similarly situated to a spouse, parent, or guardian of the victim.

The term “convicted” does not include anyone whose conviction has been expunged, set-aside, pardoned, or anyone who has had his or her civil rights restored.

**EXHIBIT 17**

**See attached copies of required DOL Wage Determinations and/or Collective Bargaining Agreements.**

## **PART III – QUOTATION PREPARATION AND PRICING**

### **1. Price Evaluation for Award**

- a. The Government will issue a **firm-fixed price** Task Order for a base period of seven (7) months, with three one (1) month option periods. A Task Order will be issued for the services described in this Statement of Work including Part II Exhibit No. 1 to the responsive, responsible FSS contractor/offeror with the lowest total evaluated price to the Government. The total evaluated price will be determined by the offeror's proposed Contract Hourly Rate (CHR) for each line item provided on Part II, Exhibit 1 and the accurate computations of the total amount per line item, and the total sum for the monthly amount of each line item for each period. The total sum of the seven-month base period and the three one (1) month option periods will be the total evaluated price. The successful offeror's price quotation must demonstrate the offeror understands this SOW for the successful performance at fair and reasonable prices.
- b. The Task Order shall be priced according to the firm-fixed hourly prices (CHR) offered by the contractor/offeror and accepted by the Government at the time the Task Order is issued.

### **2. General Instructions**

- a. An offeror's failure to include a price (CHR) on each line item of Part II Exhibit No. 1 will be cause for the Government's rejection of the offeror's proposal as non-responsive. The offeror shall make no changes, deletions or additions to Part II, Exhibit No. 1.
- b. A firm-fixed CHR shall be entered and proposed for the two disciplines indicated (productive armed guards and supervisor), in accordance with this Part, Part I including consideration of Part I 4.1, Part II and IV, for the base period and each of the option periods to be considered for the award of a Task Order. **Please note that clause FAR 52.222-43 only applies to non-supervisory categories of employees. The Supervisory discipline specified under this SOW and included with CHR in Part II, Exhibit No. 1 is not subject to any price adjustment after the issuance of a Task Order.**
- c. The Government's intent is to issue a Task Order without the conduct of negotiations with any of the Offerors; however, the Government may seek clarification of any timely quotations received.
- d. Consideration for varying CHR, based on specific client agency(s), location or hours of a post, will not be applicable after the award or issuance of a Task Order. The CHR proposed and accepted by the Government, including any option periods, shall remain firm-fixed price for the full term of this Task Order only excluding any price adjustments in accordance with the Fair Labor Standards Act and Service Contract Act clauses of the FSS and this SOW.
- e. Pricing for Temporary Additional Service (TAS) and Special Additional Services (SAS) shall be performed at the Task Order's productive armed guard CHR as of the date TAS is ordered. (Part III 2.2.c).

- f. Additional services (TAS/SAS) that may be ordered at the sole option of the Government, is intended for short-term, non-recurring needs for service. Should a continuing need for additional or extended services arise, a Task Order modification of Part II, Exhibit 1 will be issued by the Government to provide for such recurring services.
- g. The Offeror is responsible for determining the amount of all training/certifications required by the incumbent's workforce to meet Task Order requirements within 30 days of start-up and for including such costs in their price quote. The Government estimates that approximately 30 to 40 percent of the incumbent's workforce may require some training/certifications for Task Order start-up.
- h. The minimum wage rates and fringe benefits applicable to the initial (base) period of performance are outlined in the applicable U.S. Department of Labor Wage Determination(s): List Appropriate State/County Labor Wage Determinations which are attached in Exhibit 17. **DO NOT INCLUDE ANY CONTINGENCY PRICING RELATED TO THE WAGES AND BENEFITS REQUIRED UNDER THE DOL WAGE DETERMINATION(S) FOR NON-SUPERVISORY EMPLOYEES** in accordance with the Fair Labor Standards Act and Service Contract Act of the FSS and this SOW.
- i. The applicable Occupation Code and Title for this SOW is 27102 – Guard II. This is the minimum wage rate and benefits that the Contractor must pay to all guards working under the task order.
- j. **Price Adjustments.** It is important that Offerors note the requirements of FAR 52.222-43 entitled "Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)". Offerors may not propose escalated or otherwise adjusted wages and fringe benefits for the option periods of the price schedule (Part II Exhibit 1) for non-supervisory occupations or categories of employees to perform under this Task Order. The Offeror will be able to adjust wages and fringe benefits in the event a new Wage Determination is issued that causes such an adjustment, in accordance with paragraph (d) of the FAR clause cited above. Additionally, Offerors are cautioned to include any adjustments to general and administrative costs, Supervisors, overhead and profit for the option periods of the price schedule (Exhibit 1 of Part II), since such adjustments will not be permitted after contract award per paragraph (e) of the clause. An updated Department of Labor Wage Determination will be incorporated into the contract as required during the option periods by DOL.
- k. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.

**IMPORTANT NOTE:** Only DOL category **Guard II** guards may be utilized to perform services under the Task Order. Guard I requires minimal training, whereas Guard II requires specialized training in methods and techniques of protecting security areas. Guard II guards shall be armed. Therefore, any attempt by the Contractor to compensate guards at an hourly rate of less than that established by the Department of Labor Wage Determination for Guard II during the performance of this task order will be considered a breach of the task order and will be grounds for termination for cause.

### **3. Instructions for Submitting Quotations**

All Offerors shall follow the instructions in this Part for the preparation and submission of their price quotation. The purpose is to establish requirements for the format and content of the quotations so that quotations are complete, contain all essential information, and can be evaluated equally.

- a. Each Offeror shall submit a signed copy of the SF1449 and a completed price quotation to Mirian R. Tudor, Contract Specialist, by email (mirian.tudor@dhs.gov) fax (817-900-5022), or overnight mail to Federal Protective Service, ATTN: Mirian R. Tudor, 501 Felix Street, Building 3 South, Fort Worth, Texas 76115.
- b. The signed SF1449 (with an original signature) and the completed price quotation shall be received no later than the date and time specified in Block 8 of SF 1449.
- c. The offeror shall maintain a copy of their price quotation for their records.
- d. Price Quotations received after the time and date specified in the SF 1449 will be considered late submissions and may not be considered for the award of a Task Order. The CO shall have the sole discretion whether to consider any late quotations.

### **4. Options**

- a. The Government will award the Task Order for a base period of seven (7) months, and shall have the unilateral right to extend services for three (3) options of one (1) month each.
- b. The Government will notify the Contractor in writing of its intention to exercise the options within 15 days of the expiration of the then term period. The Government will exercise the options by written modification to the task order within 15 days of the expiration of the task order. The modification will include the most current Wage Determination(s) that shall be paid to the guards upon the start date of the new option period.

Important Note: The Contractor has no contractual right to option periods beyond the initial seven-month award term. The Government has sole discretion on the exercise of any options under this Task Order

### **5. Option to Extend Services**

The Government may require continued performance of any services within the limits and at the rates specified in this Task Order. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option to extend services within 15 days of the expiration date.

**NOTICE CONCERNING INFORMATION COLLECTION REQUIREMENTS:** The information collection requirements contained in this request for quotation that are not required by regulation have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control Number 3090-0163.

**PART IV – HSAR CLAUSES**

**1. FEDERAL ACQUISITION REGULATION (FAR) SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

**1.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: <http://farsite.hill.af.mil./vffara.htm>, and <http://www.arnet.gov/far/>.

- 52.228-5 Insurance—Work on a Government Installation (Jan 1997)
- 52.232-18 Availability of Funds (Apr 1984)
- 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)
- 52.223-5 Pollution Prevention and Right-to-Know Information (Aug 2003)
- 52.232-18 Availability of Funds (Apr 1984)
- 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)
- 52.232-33 Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)
- 52.237-3 Continuity of Services (Jan 1991)

**2. HOMELAND SECURITY REGULATION CLAUSES (HSAR) SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

The DHS Acquisition Regulation (HSAR) may be found at the following website: <http://www.dhs.gov/dhspublic/display?theme=37&content=3607> (click on “DHS Acquisition Regulation” under “Acquisition Policy and Regulations”)

**2.1. 3052.204-70 Security Requirements for Unclassified Information Technology Resources. (JUN 2006)**

- (a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.
- (b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure



appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within \_\_\_\_["insert number of days"] days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Organizational elements shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer.

Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

## **2.2. 3052.204-71 Contractor Employee Access (JUN 2006)**

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII

Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PClI Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

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

### **2.3. 3052.209-70 Prohibition on Contracts With Corporate Expatriates (JUN 2006)**

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) *Special Rule for Related Partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are

under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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

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

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

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

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

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

## **2.4. HSAR CLAUSES INCORPORATED BY REFERENCE**

### **CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS**

The Contractor agrees to comply with the following clauses incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the letter contract is issued applies otherwise stated herein. The following clauses are hereby incorporated by reference:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> HSAR 3052.211-70 | Index for Specifications  |
| <input checked="" type="checkbox"/> HSAR 3052.215-70 | Key Personnel or Facilities   |
| <input checked="" type="checkbox"/> HSAR 3052.222-70 | Strikes or Picketing Affecting Timely Completion of the Contract Work |

<input checked="" type="checkbox"/> HSAR 3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility
<input checked="" type="checkbox"/> HSAR 3052.228-70	Insurance
<input checked="" type="checkbox"/> HSAR 3052.242-71	Dissemination of Contract Information
<input checked="" type="checkbox"/> HSAR 3052.204-70	Security Requirements for Unclassified Information Technology Resources FT
<input checked="" type="checkbox"/> HSAR 3052.245.70	Government Property Reports
<input checked="" type="checkbox"/> HSAR 3052-242-72	Contracting Officer's Technical Representative

**2.5. Inherently Governmental Functions**

In accordance with FAR 7.5, the contractor shall ensure that the contractor, including the contractor's owners, representatives, management personnel, and employees, does not perform inherently governmental functions.

1) The following provides a non-inclusive sample of functions that are considered inherently governmental functions, or which shall be treated as such:

- (a) The direct conduct of criminal investigations.
- (b) The control of prosecutions and performance of adjudicatory functions other than those relating to arbitration or other methods of alternative dispute resolution.
- (c) The command of military forces, especially the leadership of military personnel who are members of the combat, combat support, or combat service support role.
- (d) The conduct of foreign relations and the determination of foreign policy.
- (e) The determination of agency policy, such as determining the content and application of regulations, among other things.
- (f) The determination of Federal program priorities for budget requests.
- (g) The direction and control of Federal employees.
- (h) The direction and control of intelligence and counter-intelligence operations.
- (i) The selection or non-selection of individuals for Federal Government employment, including the interviewing of individuals for employment.
- (j) The approval of position descriptions and performance standards for Federal employees.
- (k) The determination of what Government property is to be disposed of and on what terms (although an agency may give contractors authority to dispose of property at prices within specified ranges and subject to other reasonable conditions deemed appropriate by the agency).
- (l) In Federal procurement activities with respect to prime contracts—

(i) Determining what supplies or services are to be acquired by the Government (although an agency may give contractors authority to acquire supplies at prices within specified ranges and subject to other reasonable conditions deemed appropriate by the agency);

(ii) Participating as a voting member on any source selection boards;

(iii) Approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria;

(iv) Awarding contracts;

(v) Administering contracts (including ordering changes in contract performance or contract quantities, taking action based on evaluations of contractor performance, and accepting or rejecting contractor products or services);

(vi) Terminating contracts;

(vii) Determining whether contract costs are reasonable, allocable, and allowable; and

(viii) Participating as a voting member on performance evaluation boards.

(m) The approval of agency responses to Freedom of Information Act requests (other than routine responses that, because of statute, regulation, or agency policy, do not require the exercise of judgment in determining whether documents are to be released or withheld), and the approval of agency responses to the administrative appeals of denials of Freedom of Information Act requests.

(n) The conduct of administrative hearings to determine the eligibility of any person for a security clearance, or involving actions that affect matters of personal reputation or eligibility to participate in Government programs.

(o) The approval of Federal licensing actions and inspections.

(p) The determination of budget policy, guidance, and strategy.

(q) The collection, control, and disbursement of fees, royalties, duties, fines, taxes, and other public funds, unless authorized by statute, such as 31 U.S.C. 952 (relating to private collection contractors) and 31 U.S.C. 3718 (relating to private attorney collection services), but not including—

(i) Collection of fees, fines, penalties, costs, or other charges from visitors to or patrons of mess halls, post or base exchange concessions, national parks, and similar entities or activities, or from other persons, where the amount to be collected is easily calculated or predetermined and the funds collected can be easily controlled using standard case management techniques; and

(ii) Routine voucher and invoice examination.

(r) The control of the treasury accounts.

(s) The administration of public trusts.

(t) The drafting of Congressional testimony, responses to Congressional correspondence, or agency responses to audit reports from the Inspector General, the General Accounting Office, or other Federal audit entity.

2) The following is a list of examples of functions generally not considered to be inherently governmental functions. However, certain services and actions that are not considered to be inherently governmental functions may approach being in that category because of the nature of the function, the manner in which the contractor performs the contract, or the manner in which the Government administers contractor performance. This list is not all inclusive:

(a) Services that involve or relate to budget preparation, including workload modeling, fact finding, efficiency studies, and should-cost analyses, etc.

- (b) Services that involve or relate to reorganization and planning activities.
- (c) Services that involve or relate to analyses, feasibility studies, and strategy options to be used by agency personnel in developing policy.
- (d) Services that involve or relate to the development of regulations.
- (e) Services that involve or relate to the evaluation of another contractor's performance.
- (f) Services in support of acquisition planning.
- (g) Contractors providing assistance in contract management (such as where the contractor might influence official evaluations of other contractors).
- (h) Contractors providing technical evaluation of contract proposals.
- (i) Contractors providing assistance in the development of statements of work.
- (j) Contractors providing support in preparing responses to Freedom of Information Act requests.
- (k) Contractors working in any situation that permits or might permit them to gain access to confidential business information and/or any other sensitive information (other than situations covered by the National Industrial Security Program described in 4.402(b)).
- (l) Contractors providing information regarding agency policies or regulations, such as attending conferences on behalf of an agency, conducting community relations campaigns, or conducting agency training courses.
- (m) Contractors participating in any situation where it might be assumed that they are agency employees or representatives.
- (n) Contractors participating as technical advisors to a source selection board or participating as voting or nonvoting members of a source evaluation board.
- (o) Contractors serving as arbitrators or providing alternative methods of dispute resolution.
- (p) Contractors constructing buildings or structures intended to be secure from electronic eavesdropping or other penetration by foreign governments.
- (q) Contractors providing inspection services.
- (r) Contractors providing legal advice and interpretations of regulations and statutes to Government officials.
- (s) Contractors providing special non-law enforcement, security activities that do not directly involve criminal investigations, such as prisoner detention or transport and non-military national security details.

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

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

William W.Gross                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2002-0442  
Revision No.: 3  
Date Of Last Revision: 11/09/2005

---

State: Louisiana

Area: Louisiana Parishes of Iberville, Jefferson, St Tammany, Tangipahoa,  
Terrebonne, Washington

---

Employed on Department of Homeland Security contract for armed guard services at  
the  
above locality.

---

Collective Bargaining Agreement between Southwestern Security Services and the  
Incorporated and Security, Police, and Fire Professional of America-  
International  
union (SPFPA) and its Amalgamated Local #710 effective October 1, 2005 through  
September 30, 2008.



05-2505 TX, BEAUMONT

WAGE DETERMINATION NO: 05-2505 REV (03) AREA: TX, BEAUMONT

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:05-2506

\*\*\*\*\*

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

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

William W.Gross                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2005-2505  
Revision No.: 3  
Date Of Revision: 11/22/2006

States: Louisiana, Texas

Area: Louisiana Parishes of Calcasieu, Cameron, Jefferson Davis, Lafayette,  
Vermilion  
Texas Counties of Angelina, Hardin, Jasper, Jefferson, Nacogdoches, Newton,  
Orange,  
Polk, Sabine, San Augustine, Shelby, Tyler

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.22
01012 - Accounting Clerk II	16.60
01013 - Accounting Clerk III	24.22
01020 - Administrative Assistant	19.66
01040 - Court Reporter	19.22
01051 - Data Entry Operator I	10.00
01052 - Data Entry Operator II	12.77
01060 - Dispatcher, Motor Vehicle	15.92
01070 - Document Preparation Clerk	11.50
01090 - Duplicating Machine Operator	11.50
01111 - General Clerk I	10.93
01112 - General Clerk II	14.23
01113 - General Clerk III	14.98
01120 - Housing Referral Assistant	17.72
01141 - Messenger Courier	8.90
01191 - Order Clerk I	10.01
01192 - Order Clerk II	10.93
01261 - Personnel Assistant (Employment) I	14.60
01262 - Personnel Assistant (Employment) II	17.07
01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	20.78
01280 - Receptionist	9.25
01290 - Rental Clerk	10.66
01300 - Scheduler, Maintenance	11.01
01311 - Secretary I	11.01

01312	- Secretary II	15.21
01313	- Secretary III	17.72
01320	- Service Order Dispatcher	11.52
01410	- Supply Technician	15.96
01420	- Survey Worker	14.73
01531	- Travel Clerk I	9.80
01532	- Travel Clerk II	10.60
01533	- Travel Clerk III	11.41
01611	- Word Processor I	10.93
01612	- Word Processor II	14.58
01613	- Word Processor III	18.63
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	21.75
05010	- Automotive Electrician	20.77
05040	- Automotive Glass Installer	19.85
05070	- Automotive Worker	19.85
05110	- Mobile Equipment Servicer	16.65
05130	- Motor Equipment Metal Mechanic	21.75
05160	- Motor Equipment Metal Worker	19.85
05190	- Motor Vehicle Mechanic	20.16
05220	- Motor Vehicle Mechanic Helper	15.67
05250	- Motor Vehicle Upholstery Worker	18.86
05280	- Motor Vehicle Wrecker	19.85
05310	- Painter, Automotive	19.25
05340	- Radiator Repair Specialist	19.85
05370	- Tire Repairer	16.09
05400	- Transmission Repair Specialist	21.75
07000	- Food Preparation And Service Occupations	
07010	- Baker	10.18
07041	- Cook I	8.89
07042	- Cook II	10.18
07070	- Dishwasher	6.98
07130	- Food Service Worker	7.07
07210	- Meat Cutter	12.27
07260	- Waiter/Waitress	7.03
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.25
09040	- Furniture Handler	13.33
09080	- Furniture Refinisher	19.25
09090	- Furniture Refinisher Helper	15.67
09110	- Furniture Repairer, Minor	17.48
09130	- Upholsterer	19.25
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	8.45
11060	- Elevator Operator	7.86
11090	- Gardener	12.36
11122	- Housekeeping Aide	7.86
11150	- Janitor	7.87
11210	- Laborer, Grounds Maintenance	9.10
11240	- Maid or Houseman	6.73
11260	- Pruner	7.00
11270	- Tractor Operator	10.45
11330	- Trail Maintenance Worker	9.10
11360	- Window Cleaner	8.79
12000	- Health Occupations	
12010	- Ambulance Driver	13.58
12011	- Breath Alcohol Technician	13.58

12012 - Certified Occupational Therapist Assistant	16.20
12015 - Certified Physical Therapist Assistant	16.20
12020 - Dental Assistant	12.92
12025 - Dental Hygienist	25.11
12030 - EKG Technician	21.97
12035 - Electroneurodiagnostic Technologist	21.97
12040 - Emergency Medical Technician	13.58
12071 - Licensed Practical Nurse I	11.94
12072 - Licensed Practical Nurse II	13.41
12073 - Licensed Practical Nurse III	15.00
12100 - Medical Assistant	11.56
12130 - Medical Laboratory Technician	14.04
12160 - Medical Record Clerk	11.12
12190 - Medical Record Technician	14.56
12195 - Medical Transcriptionist	11.56
12210 - Nuclear Medicine Technologist	28.58
12221 - Nursing Assistant I	8.67
12222 - Nursing Assistant II	9.75
12223 - Nursing Assistant III	10.64
12224 - Nursing Assistant IV	11.94
12235 - Optical Dispenser	10.52
12236 - Optical Technician	7.75
12250 - Pharmacy Technician	13.10
12280 - Phlebotomist	12.91
12305 - Radiologic Technologist	17.25
12311 - Registered Nurse I	19.44
12312 - Registered Nurse II	23.79
12313 - Registered Nurse II, Specialist	23.79
12314 - Registered Nurse III	28.78
12315 - Registered Nurse III, Anesthetist	28.78
12316 - Registered Nurse IV	34.50
12317 - Scheduler (Drug and Alcohol Testing)	17.97
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.15
13012 - Exhibits Specialist II	22.57
13013 - Exhibits Specialist III	23.71
13041 - Illustrator I	19.15
13042 - Illustrator II	22.57
13043 - Illustrator III	23.71
13047 - Librarian	21.13
13050 - Library Aide/Clerk	9.95
13054 - Library Information Technology Systems Administrator	20.94
13058 - Library Technician	11.80
13061 - Media Specialist I	11.73
13062 - Media Specialist II	11.80
13063 - Media Specialist III	13.15
13071 - Photographer I	13.59
13072 - Photographer II	18.46
13073 - Photographer III	21.75
13074 - Photographer IV	22.85
13075 - Photographer V	24.45
13110 - Video Teleconference Technician	13.40
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.13
14042 - Computer Operator II	16.05
14043 - Computer Operator III	20.24
14044 - Computer Operator IV	22.65

14045	- Computer Operator V	25.15
14071	- Computer Programmer I (1)	17.95
14072	- Computer Programmer II (1)	16.54
14073	- Computer Programmer III (1)	24.61
14074	- Computer Programmer IV (1)	27.62
14101	- Computer Systems Analyst I (1)	25.56
14102	- Computer Systems Analyst II (1)	27.62
14103	- Computer Systems Analyst III (1)	27.62
14150	- Peripheral Equipment Operator	14.34
14160	- Personal Computer Support Technician	23.27
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	24.83
15020	- Aircrew Training Devices Instructor (Rated)	30.38
15030	- Air Crew Training Devices Instructor (Pilot)	33.42
15050	- Computer Based Training Specialist / Instructor	24.83
15060	- Educational Technologist	28.02
15070	- Flight Instructor (Pilot)	33.42
15080	- Graphic Artist	19.41
15090	- Technical Instructor	19.14
15095	- Technical Instructor/Course Developer	23.52
15110	- Test Proctor	15.44
15120	- Tutor	15.44
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	6.92
16030	- Counter Attendant	6.92
16040	- Dry Cleaner	8.44
16070	- Finisher, Flatwork, Machine	6.92
16090	- Presser, Hand	6.92
16110	- Presser, Machine, Drycleaning	6.92
16130	- Presser, Machine, Shirts	6.92
16160	- Presser, Machine, Wearing Apparel, Laundry	6.92
16190	- Sewing Machine Operator	8.93
16220	- Tailor	9.41
16250	- Washer, Machine	7.47
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	21.18
19040	- Tool And Die Maker	25.10
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	15.40
21030	- Material Coordinator	19.40
21040	- Material Expediter	19.40
21050	- Material Handling Laborer	10.03
21071	- Order Filler	10.00
21080	- Production Line Worker (Food Processing)	15.40
21110	- Shipping Packer	12.69
21130	- Shipping/Receiving Clerk	12.69
21140	- Store Worker I	9.89
21150	- Stock Clerk	14.02
21210	- Tools And Parts Attendant	15.40
21410	- Warehouse Specialist	15.40
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	21.68
23021	- Aircraft Mechanic I	20.16
23022	- Aircraft Mechanic II	21.68
23023	- Aircraft Mechanic III	22.22
23040	- Aircraft Mechanic Helper	15.67
23050	- Aircraft, Painter	19.25

23060 - Aircraft Servicer	17.48
23080 - Aircraft Worker	18.40
23110 - Appliance Mechanic	19.25
23120 - Bicycle Repairer	16.09
23125 - Cable Splicer	20.16
23130 - Carpenter, Maintenance	19.25
23140 - Carpet Layer	18.40
23160 - Electrician, Maintenance	20.16
23181 - Electronics Technician Maintenance I	17.26
23182 - Electronics Technician Maintenance II	25.95
23183 - Electronics Technician Maintenance III	27.00
23260 - Fabric Worker	17.48
23290 - Fire Alarm System Mechanic	20.16
23310 - Fire Extinguisher Repairer	16.65
23311 - Fuel Distribution System Mechanic	20.16
23312 - Fuel Distribution System Operator	16.24
23370 - General Maintenance Worker	18.40
23380 - Ground Support Equipment Mechanic	20.16
23381 - Ground Support Equipment Servicer	17.48
23382 - Ground Support Equipment Worker	18.40
23391 - Gunsmith I	13.24
23392 - Gunsmith II	15.64
23393 - Gunsmith III	17.68
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.16
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
21.33	
23430 - Heavy Equipment Mechanic	20.16
23440 - Heavy Equipment Operator	20.16
23460 - Instrument Mechanic	20.16
23465 - Laboratory/Shelter Mechanic	19.10
23470 - Laborer	10.03
23510 - Locksmith	19.25
23530 - Machinery Maintenance Mechanic	23.85
23550 - Machinist, Maintenance	21.67
23580 - Maintenance Trades Helper	15.06
23591 - Metrology Technician I	20.16
23592 - Metrology Technician II	21.19
23593 - Metrology Technician III	22.23
23640 - Millwright	20.16
23710 - Office Appliance Repairer	19.25
23760 - Painter, Maintenance	19.25
23790 - Pipefitter, Maintenance	22.19
23810 - Plumber, Maintenance	19.67
23820 - Pneudraulic Systems Mechanic	20.16
23850 - Rigger	20.16
23870 - Scale Mechanic	18.40
23890 - Sheet-Metal Worker, Maintenance	20.16
23910 - Small Engine Mechanic	18.40
23931 - Telecommunications Mechanic I	20.50
23932 - Telecommunications Mechanic II	21.39
23950 - Telephone Lineman	20.71
23960 - Welder, Combination, Maintenance	20.16
23965 - Well Driller	20.16
23970 - Woodcraft Worker	20.16
23980 - Woodworker	16.68
24000 - Personal Needs Occupations	

24570 - Child Care Attendant	9.41
24580 - Child Care Center Clerk	11.75
24610 - Chore Aide	6.45
24620 - Family Readiness And Support Services Coordinator	9.58
24630 - Homemaker	13.94
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.43
25040 - Sewage Plant Operator	19.38
25070 - Stationary Engineer	22.43
25190 - Ventilation Equipment Tender	15.67
25210 - Water Treatment Plant Operator	19.25
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.75
27007 - Baggage Inspector	9.82
27008 - Corrections Officer	14.88
27010 - Court Security Officer	17.80
27030 - Detection Dog Handler	12.69
27040 - Detention Officer	14.88
27070 - Firefighter	18.14
27101 - Guard I	9.82
27102 - Guard II	12.69
27131 - Police Officer I	19.32
27132 - Police Officer II	21.47
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	8.73
28042 - Carnival Equipment Repairer	10.33
28043 - Carnival Equipment Worker	6.85
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	11.75
28350 - Park Attendant (Aide)	14.75
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	13.04
28630 - Sports Official	15.00
28690 - Swimming Pool Operator	14.91
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.64
29020 - Hatch Tender	15.64
29030 - Line Handler	15.64
29041 - Stevedore I	14.91
29042 - Stevedore II	16.42
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	35.18
30011 - Air Traffic Control Specialist, Station (HFO) (2)	24.26
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.71
30021 - Archeological Technician I	16.60
30022 - Archeological Technician II	19.15
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	25.96
30040 - Civil Engineering Technician	24.06
30061 - Drafter/CAD Operator I	15.97
30062 - Drafter/CAD Operator II	19.15
30063 - Drafter/CAD Operator III	20.70
30064 - Drafter/CAD Operator IV	24.83
30081 - Engineering Technician I	12.29
30082 - Engineering Technician II	15.22
30083 - Engineering Technician III	20.07
30084 - Engineering Technician IV	25.24

30085 - Engineering Technician V	28.13
30086 - Engineering Technician VI	30.10
30090 - Environmental Technician	20.75
30210 - Laboratory Technician	22.67
30240 - Mathematical Technician	24.83
30361 - Paralegal/Legal Assistant I	15.52
30362 - Paralegal/Legal Assistant II	19.94
30363 - Paralegal/Legal Assistant III	24.41
30364 - Paralegal/Legal Assistant IV	29.52
30390 - Photo-Optics Technician	22.57
30461 - Technical Writer I	20.36
30462 - Technical Writer II	24.90
30463 - Technical Writer III	25.92
30491 - Unexploded Ordnance (UXO) Technician I	22.35
30492 - Unexploded Ordnance (UXO) Technician II	27.05
30493 - Unexploded Ordnance (UXO) Technician III	32.42
30494 - Unexploded (UXO) Safety Escort	24.12
30495 - Unexploded (UXO) Sweep Personnel	24.12
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	15.11
30621 - Weather Observer, Senior (3)	20.10
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	6.59
31030 - Bus Driver	10.97
31043 - Driver Courier	10.98
31260 - Parking and Lot Attendant	7.48
31290 - Shuttle Bus Driver	11.12
31310 - Taxi Driver	8.44
31361 - Truckdriver, Light	11.12
31362 - Truckdriver, Medium	11.95
31363 - Truckdriver, Heavy	14.37
31364 - Truckdriver, Tractor-Trailer	14.37
99000 - Miscellaneous Occupations	
99030 - Cashier	7.69
99050 - Desk Clerk	9.41
99095 - Embalmer	22.35
99251 - Laboratory Animal Caretaker I	9.65
99252 - Laboratory Animal Caretaker II	10.67
99310 - Mortician	23.71
99410 - Pest Controller	13.95
99510 - Photofinishing Worker	10.60
99710 - Recycling Laborer	11.27
99711 - Recycling Specialist	12.35
99730 - Refuse Collector	10.78
99810 - Sales Clerk	9.91
99820 - School Crossing Guard	9.02
99830 - Survey Party Chief	21.21
99831 - Surveying Aide	12.07
99832 - Surveying Technician	15.83
99840 - Vending Machine Attendant	10.75
99841 - Vending Machine Repairer	13.55
99842 - Vending Machine Repairer Helper	10.75

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This



includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

05-2231 LA,BATON ROUGE

WAGE DETERMINATION NO: 05-2231 REV (02) AREA: LA,BATON ROUGE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:05-2232

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross Division of | Wage Determination No.: 2005-2231  
Director Wage Determinations | Revision No.: 2  
Date Of Revision: 12/19/2006

State: Louisiana

Area: Louisiana Parishes of Ascension, Assumption, East Baton Rouge, East Feliciana, Iberia, Iberville, Livingston, Pointe Coupee, Saint James, St Helena, St Landry, St Martin, St Mary, Tangipahoa, West Baton Rouge, West Feliciana

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	11.93
01012 - Accounting Clerk II	14.83
01013 - Accounting Clerk III	16.50
01020 - Administrative Assistant	19.45
01040 - Court Reporter	18.19
01051 - Data Entry Operator I	10.95
01052 - Data Entry Operator II	12.45
01060 - Dispatcher, Motor Vehicle	15.28
01070 - Document Preparation Clerk	12.02
01090 - Duplicating Machine Operator	12.02
01111 - General Clerk I	10.42
01112 - General Clerk II	11.38
01113 - General Clerk III	12.76
01120 - Housing Referral Assistant	17.11
01141 - Messenger Courier	9.06
01191 - Order Clerk I	10.74
01192 - Order Clerk II	12.38
01261 - Personnel Assistant (Employment) I	13.39
01262 - Personnel Assistant (Employment) II	16.80
01263 - Personnel Assistant (Employment) III	17.38
01270 - Production Control Clerk	19.07
01280 - Receptionist	10.04
01290 - Rental Clerk	8.78
01300 - Scheduler, Maintenance	11.52
01311 - Secretary I	11.52

01312	- Secretary II	16.54
01313	- Secretary III	17.11
01320	- Service Order Dispatcher	10.62
01410	- Supply Technician	19.84
01420	- Survey Worker	13.28
01531	- Travel Clerk I	11.11
01532	- Travel Clerk II	11.78
01533	- Travel Clerk III	12.31
01611	- Word Processor I	11.20
01612	- Word Processor II	13.08
01613	- Word Processor III	15.30
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.96
05010	- Automotive Electrician	16.99
05040	- Automotive Glass Installer	16.05
05070	- Automotive Worker	16.05
05110	- Mobile Equipment Servicer	14.15
05130	- Motor Equipment Metal Mechanic	17.96
05160	- Motor Equipment Metal Worker	16.05
05190	- Motor Vehicle Mechanic	17.96
05220	- Motor Vehicle Mechanic Helper	14.15
05250	- Motor Vehicle Upholstery Worker	14.96
05280	- Motor Vehicle Wrecker	16.05
05310	- Painter, Automotive	16.99
05340	- Radiator Repair Specialist	16.05
05370	- Tire Repairer	13.67
05400	- Transmission Repair Specialist	17.96
07000	- Food Preparation And Service Occupations	
07010	- Baker	10.65
07041	- Cook I	7.27
07042	- Cook II	8.63
07070	- Dishwasher	6.51
07130	- Food Service Worker	6.69
07210	- Meat Cutter	10.95
07260	- Waiter/Waitress	6.71
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.99
09040	- Furniture Handler	10.49
09080	- Furniture Refinisher	16.99
09090	- Furniture Refinisher Helper	12.73
09110	- Furniture Repairer, Minor	14.96
09130	- Upholsterer	16.99
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	8.47
11060	- Elevator Operator	7.93
11090	- Gardener	9.99
11122	- Housekeeping Aide	8.03
11150	- Janitor	7.98
11210	- Laborer, Grounds Maintenance	9.02
11240	- Maid or Houseman	7.03
11260	- Pruner	7.93
11270	- Tractor Operator	11.09
11330	- Trail Maintenance Worker	9.02
11360	- Window Cleaner	8.39
12000	- Health Occupations	
12010	- Ambulance Driver	14.59
12011	- Breath Alcohol Technician	15.04

12012 - Certified Occupational Therapist Assistant	21.02
12015 - Certified Physical Therapist Assistant	19.59
12020 - Dental Assistant	10.93
12025 - Dental Hygienist	20.23
12030 - EKG Technician	22.79
12035 - Electroneurodiagnostic Technologist	22.79
12040 - Emergency Medical Technician	14.59
12071 - Licensed Practical Nurse I	13.41
12072 - Licensed Practical Nurse II	15.04
12073 - Licensed Practical Nurse III	16.83
12100 - Medical Assistant	10.51
12130 - Medical Laboratory Technician	14.64
12160 - Medical Record Clerk	10.95
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	13.70
12210 - Nuclear Medicine Technologist	33.06
12221 - Nursing Assistant I	7.68
12222 - Nursing Assistant II	8.63
12223 - Nursing Assistant III	9.43
12224 - Nursing Assistant IV	10.57
12235 - Optical Dispenser	15.04
12236 - Optical Technician	13.39
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.13
12305 - Radiologic Technologist	20.73
12311 - Registered Nurse I	18.98
12312 - Registered Nurse II	23.23
12313 - Registered Nurse II, Specialist	23.23
12314 - Registered Nurse III	28.10
12315 - Registered Nurse III, Anesthetist	28.10
12316 - Registered Nurse IV	33.66
12317 - Scheduler (Drug and Alcohol Testing)	18.64
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	12.82
13012 - Exhibits Specialist II	18.02
13013 - Exhibits Specialist III	20.47
13041 - Illustrator I	13.22
13042 - Illustrator II	18.61
13043 - Illustrator III	22.76
13047 - Librarian	20.60
13050 - Library Aide/Clerk	11.96
13054 - Library Information Technology Systems Administrator	18.61
13058 - Library Technician	15.02
13061 - Media Specialist I	13.42
13062 - Media Specialist II	15.02
13063 - Media Specialist III	16.74
13071 - Photographer I	11.44
13072 - Photographer II	17.69
13073 - Photographer III	18.31
13074 - Photographer IV	21.64
13075 - Photographer V	26.19
13110 - Video Teleconference Technician	13.42
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.98
14042 - Computer Operator II	14.49
14043 - Computer Operator III	19.12
14044 - Computer Operator IV	21.27

14045	- Computer Operator V	23.54
14071	- Computer Programmer I (1)	16.67
14072	- Computer Programmer II (1)	18.91
14073	- Computer Programmer III (1)	23.76
14074	- Computer Programmer IV (1)	27.62
14101	- Computer Systems Analyst I (1)	23.28
14102	- Computer Systems Analyst II (1)	27.62
14103	- Computer Systems Analyst III (1)	27.62
14150	- Peripheral Equipment Operator	13.17
14160	- Personal Computer Support Technician	21.27
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	22.79
15020	- Aircrew Training Devices Instructor (Rated)	27.57
15030	- Air Crew Training Devices Instructor (Pilot)	30.33
15050	- Computer Based Training Specialist / Instructor	21.67
15060	- Educational Technologist	21.42
15070	- Flight Instructor (Pilot)	30.33
15080	- Graphic Artist	16.25
15090	- Technical Instructor	16.84
15095	- Technical Instructor/Course Developer	20.59
15110	- Test Proctor	16.71
15120	- Tutor	16.71
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	7.66
16030	- Counter Attendant	7.66
16040	- Dry Cleaner	9.78
16070	- Finisher, Flatwork, Machine	7.66
16090	- Presser, Hand	7.66
16110	- Presser, Machine, Drycleaning	7.66
16130	- Presser, Machine, Shirts	7.66
16160	- Presser, Machine, Wearing Apparel, Laundry	7.66
16190	- Sewing Machine Operator	10.50
16220	- Tailor	11.20
16250	- Washer, Machine	8.37
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	17.26
19040	- Tool And Die Maker	21.04
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	12.73
21030	- Material Coordinator	19.07
21040	- Material Expediter	19.07
21050	- Material Handling Laborer	10.79
21071	- Order Filler	11.55
21080	- Production Line Worker (Food Processing)	12.73
21110	- Shipping Packer	12.01
21130	- Shipping/Receiving Clerk	12.01
21140	- Store Worker I	8.39
21150	- Stock Clerk	12.77
21210	- Tools And Parts Attendant	12.73
21410	- Warehouse Specialist	12.73
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	20.75
23021	- Aircraft Mechanic I	19.76
23022	- Aircraft Mechanic II	20.75
23023	- Aircraft Mechanic III	21.79
23040	- Aircraft Mechanic Helper	14.00
23050	- Aircraft, Painter	18.69

23060 - Aircraft Servicer	16.46
23080 - Aircraft Worker	17.66
23110 - Appliance Mechanic	16.99
23120 - Bicycle Repairer	13.67
23125 - Cable Splicer	21.89
23130 - Carpenter, Maintenance	16.99
23140 - Carpet Layer	16.05
23160 - Electrician, Maintenance	19.88
23181 - Electronics Technician Maintenance I	18.14
23182 - Electronics Technician Maintenance II	21.64
23183 - Electronics Technician Maintenance III	22.85
23260 - Fabric Worker	14.96
23290 - Fire Alarm System Mechanic	17.96
23310 - Fire Extinguisher Repairer	14.15
23311 - Fuel Distribution System Mechanic	18.25
23312 - Fuel Distribution System Operator	14.38
23370 - General Maintenance Worker	16.05
23380 - Ground Support Equipment Mechanic	19.76
23381 - Ground Support Equipment Servicer	16.46
23382 - Ground Support Equipment Worker	17.66
23391 - Gunsmith I	12.98
23392 - Gunsmith II	15.28
23393 - Gunsmith III	17.59
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.96
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.86
23430 - Heavy Equipment Mechanic	18.07
23440 - Heavy Equipment Operator	17.96
23460 - Instrument Mechanic	17.96
23465 - Laboratory/Shelter Mechanic	16.43
23470 - Laborer	9.72
23510 - Locksmith	16.99
23530 - Machinery Maintenance Mechanic	19.68
23550 - Machinist, Maintenance	19.76
23580 - Maintenance Trades Helper	12.73
23591 - Metrology Technician I	17.96
23592 - Metrology Technician II	18.86
23593 - Metrology Technician III	19.80
23640 - Millwright	18.08
23710 - Office Appliance Repairer	17.17
23760 - Painter, Maintenance	16.99
23790 - Pipefitter, Maintenance	19.53
23810 - Plumber, Maintenance	18.47
23820 - Pneudraulic Systems Mechanic	17.96
23850 - Rigger	17.96
23870 - Scale Mechanic	16.05
23890 - Sheet-Metal Worker, Maintenance	18.05
23910 - Small Engine Mechanic	16.05
23931 - Telecommunications Mechanic I	19.79
23932 - Telecommunications Mechanic II	20.82
23950 - Telephone Lineman	18.67
23960 - Welder, Combination, Maintenance	17.96
23965 - Well Driller	17.96
23970 - Woodcraft Worker	17.96
23980 - Woodworker	15.53
24000 - Personal Needs Occupations	



24570 - Child Care Attendant	9.60
24580 - Child Care Center Clerk	13.19
24610 - Chore Aide	7.06
24620 - Family Readiness And Support Services Coordinator	13.61
24630 - Homemaker	15.82
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.17
25040 - Sewage Plant Operator	16.99
25070 - Stationary Engineer	21.17
25190 - Ventilation Equipment Tender	13.64
25210 - Water Treatment Plant Operator	16.99
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.33
27007 - Baggage Inspector	10.65
27008 - Corrections Officer	13.54
27010 - Court Security Officer	13.02
27030 - Detection Dog Handler	12.55
27040 - Detention Officer	13.54
27070 - Firefighter	13.13
27101 - Guard I	10.65
27102 - Guard II	12.55
27131 - Police Officer I	14.75
27132 - Police Officer II	16.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.62
28042 - Carnival Equipment Repairer	10.48
28043 - Carnival Equipment Worker	7.11
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	14.65
28630 - Sports Official	10.82
28690 - Swimming Pool Operator	12.12
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.06
29020 - Hatch Tender	16.06
29030 - Line Handler	16.06
29041 - Stevedore I	14.96
29042 - Stevedore II	16.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	13.21
30022 - Archeological Technician II	14.78
30023 - Archeological Technician III	18.31
30030 - Cartographic Technician	19.12
30040 - Civil Engineering Technician	18.39
30061 - Drafter/CAD Operator I	12.10
30062 - Drafter/CAD Operator II	14.10
30063 - Drafter/CAD Operator III	16.47
30064 - Drafter/CAD Operator IV	19.81
30081 - Engineering Technician I	11.75
30082 - Engineering Technician II	13.19
30083 - Engineering Technician III	14.75
30084 - Engineering Technician IV	18.28

30085 - Engineering Technician V	22.36
30086 - Engineering Technician VI	27.05
30090 - Environmental Technician	17.30
30210 - Laboratory Technician	22.51
30240 - Mathematical Technician	18.31
30361 - Paralegal/Legal Assistant I	16.08
30362 - Paralegal/Legal Assistant II	18.90
30363 - Paralegal/Legal Assistant III	23.13
30364 - Paralegal/Legal Assistant IV	27.98
30390 - Photo-Optics Technician	18.31
30461 - Technical Writer I	18.40
30462 - Technical Writer II	22.50
30463 - Technical Writer III	27.22
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58
30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	16.47
30621 - Weather Observer, Senior (3)	18.31
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.54
31030 - Bus Driver	17.28
31043 - Driver Courier	13.23
31260 - Parking and Lot Attendant	7.73
31290 - Shuttle Bus Driver	13.23
31310 - Taxi Driver	8.19
31361 - Truckdriver, Light	13.23
31362 - Truckdriver, Medium	14.74
31363 - Truckdriver, Heavy	15.56
31364 - Truckdriver, Tractor-Trailer	15.56
99000 - Miscellaneous Occupations	
99030 - Cashier	7.85
99050 - Desk Clerk	9.60
99095 - Embalmer	20.02
99251 - Laboratory Animal Caretaker I	9.30
99252 - Laboratory Animal Caretaker II	9.77
99310 - Mortician	20.02
99410 - Pest Controller	10.96
99510 - Photofinishing Worker	9.87
99710 - Recycling Laborer	10.24
99711 - Recycling Specialist	10.92
99730 - Refuse Collector	9.75
99810 - Sales Clerk	10.32
99820 - School Crossing Guard	15.67
99830 - Survey Party Chief	19.50
99831 - Surveying Aide	12.22
99832 - Surveying Technician	16.74
99840 - Vending Machine Attendant	9.63
99841 - Vending Machine Repairer	12.12
99842 - Vending Machine Repairer Helper	9.63

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another

day off with pay in accordance with a plan communicated to the employees involved.)

(See 29 CFR 4174)

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

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

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.