

Company Name:  
MVM

Contract Number:  
GS-07F-0366K (GS07F0366K)  
HSCEE1-08-A-00001 (HSCEE108A00001)

Period of Performance:  
8/1/2008 through 8/17/2013

Services Provided:  
Providing guard services at federally owned and leased facilities protected by FPS in the States of Massachusetts (MA), New Hampshire (NH), Vermont (VT), and Maine (ME).

2. CONTRACT NO: HSCEE1-08-A-00001  
3. AWARD/EFFECTIVE DATE: \_\_\_\_\_  
4. ORDER NUMBER: \_\_\_\_\_  
5. SOLICITATION NUMBER: HSCEGI-07-Q-00022  
6. SOLICITATION ISSUE DATE: 01/14/2008

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Alexandra Rajkowski-Reyes  
b. TELEPHONE NUMBER (No collect calls): 215-521-(b)(2)Low  
8. OFFER DUE DATE/LOCAL TIME: \_\_\_\_\_

9. ISSUED BY: ICE/FPS/EAST  
ICE/FPS/East CCG/Region 1  
Immigration and Customs Enforcement  
Federal Protective Service  
Office of Acquisition Management  
701 Market Street, Suite 4200  
Philadelphia PA 19106

10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: % FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
NAICS: 561612  
SIZE STANDARD: \$17.0  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

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

15. DELIVER TO: CODE: \_\_\_\_\_  
As Indicated On Each Call

16. ADMINISTERED BY: CODE: ICE/FPS/EAST C  
ICE/FPS/East CCG/Region 1  
Immigration and Customs Enforcement  
Ofc of Acquisition Management - FPS  
701 Market Street, Suite 4200  
Attn: Alexandra Rajkowski-Reyes  
Philadelphia PA 19106

17a. CONTRACTOR/OFFEROR: CODE: 0380495320000 FACILITY CODE: \_\_\_\_\_  
MVM, INC  
1593 SPRING HILL ROAD, SUITE 700  
VIENNA VA 22182249

18a. PAYMENT WILL BE MADE BY: CODE: \_\_\_\_\_  
As Indicated On Each Call

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER:   
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED:  SEE ADDENDUM

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	GSA Contract #: GS-07-F-0366K 1. The Contractor shall furnish professional security services, defined by this Blanket Purchasing Agreement (BPA) as Guard II services and related duties, at federally owned and leased facilities protected by the Federal Protective Service in the States of Massachusetts, New Hampshire, Vermont, and Maine. In furnishing these services, the Contractor shall provide all necessary management, supervision, personnel, materials, supplies and equipment except as (Use Reverse and/or Attach Additional Sheets as Necessary)				

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 29. AWARD OF CONTRACT REF. quote OFFER DATED 03/21/2008. 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): Joseph M. Murray  
30c. DATE SIGNED: 6/12/08  
31b. NAME OF CONTRACTING OFFICER (Type or print): Anne Tarves  
31c. DATE SIGNED: 6/18/08

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>otherwise indicated, and shall plan, schedule, coordinate and ensure effective performance of, and conformance to, all aspects of the work statement contained herein.</p> <p>1) Basic Services - Basic services are the permanent ongoing services specifically included in the "call(s) at time of award or added through modification. For these services, the Contractor shall be compensated using the Basic Services Rates.</p> <p>2) Temporary Additional Services - During the term of the BPA, the Government may have requirements for temporary additional services (TAS) beyond the basic requirements. Due to the nature of these services, the Contractor may be required to provide them HSCEGI-07-Q-00022 Armed Security guards MA, ME, NH, VT with little advance notice. In such circumstances, the Contractor shall be compensated using the TAS Rates for any temporary additional services performed within 72 hours of the notification to initiate such service. The Contractor will be compensated at the Basic Service Rate for any such services performed after the 72 hour notification period has expired.</p> <p>a. In the event other agencies contact the Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

RECEIVED     INSPECTED     NOTED:

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

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NAME OF OFFEROR OR CONTRACTOR

MVM, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
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Contractor to request Temporary Additional Services, the Contractor shall notify the FPS Contracting Officer within eight hours of such request.

b. This temporary Additional Service provision is intended to satisfy the Government's short term, non-recurring needs for service. Should a continuing need for additional service arise, a contract modification will be issued by the government to provide for those services.

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

2. The following Performance periods are established for ordering and performance under this BPA:

- Performance Year 1: Aug 18, 2008 - Aug 17, 2009
- Performance Year 2: Aug 18, 2009 - Aug 17, 2010
- Performance Year 3: Aug 18, 2010 - Aug 17, 2011
- Performance Year 4: Aug 18, 2011 - Aug 17, 2012
- Performance Year 5: Aug 18, 2012 - Aug 17, 2013

PRICING SCHEDULE - Performance Period  
1(8/18/2008 - 8/17/2009)

BASIC SERVICES

ARMED GUARD SERVICES -

CLIN 0001 Massachusetts	\$ (b)(4)	per hour
CLIN 0002 Maine	\$	per hour
CLIN 0003 New Hampshire	\$	per hour
CLIN 0004 Vermont	\$	per hour

UNARMED GUARD SERVICES -

CLIN 0005 Massachusetts	\$ (b)(4)	per hour
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NAME OF OFFEROR OR CONTRACTOR

MVM, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
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CLIN 0006	Maine			\$(b)(4)	per hour
CLIN 0007	New Hampshire			\$	per hour
CLIN 0008	Vermont			\$	per hour

TEMPORARY ADDITIONAL ARMED GUARD SERVICES -

CLIN 0009	Massachusetts			\$(b)(4)	per hour
CLIN 0010	Maine			\$	per hour
CLIN 0011	New Hampshire			\$	per hour
CLIN 0012	Vermont			\$	per hour

TEMPORARY ADDITIONAL UNARMED GUARD SERVICES -

CLIN 0013	Massachusetts			\$(b)(4)	per hour
CLIN 0014	Maine			\$	per hour
CLIN 0015	New Hampshire			\$	per hour
CLIN 0016	Vermont			\$	per hour

PRICING SCHEDULE - PERFORMANCE PERIOD 2  
(8/18/2009 - 8/17/2010)

BASIC SERVICES

ARMED GUARD SERVICES -

CLIN 0017	Massachusetts			\$(b)(4)	per hour
CLIN 0018	Maine			\$	per hour
CLIN 0019	New Hampshire			\$	per hour
CLIN 0020	Vermont			\$	per hour

UNARMED GUARD SERVICES -

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NAME OF OFFEROR OR CONTRACTOR

MVM, INC

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-----------------	--------------------------	-----------------	-------------	-------------------	---------------

CLIN 0021	Massachusetts			\$(b)(4)	per hour
CLIN 0022	Maine			\$	per hour
CLIN 0023	New Hampshire			\$	per hour
CLIN 0024	Vermont			\$	per hour

TEMPORARY ADDITIONAL ARMED GUARD SERVICES -

CLIN 0025	Massachusetts			\$(b)(4)	per hour
CLIN 0026	Maine			\$	per hour
CLIN 0027	New Hampshire			\$	per hour
CLIN 0028	Vermont			\$	per hour

TEMPORARY ADDITIONAL UNARMED GUARD SERVICES -

CLIN 0029	Massachusetts			\$(b)(4)	per hour
CLIN 0030	Maine			\$	per hour
CLIN 0031	New Hampshire			\$	per hour
CLIN 0032	Vermont			\$	per hour

PRICING SCHEDULE - PERFORMANCE PERIOD 3  
(8/18/2010 - 8/17/2011)

BASIC SERVICES

ARMED GUARD SERVICES -

CLIN 0033	Massachusetts			\$(b)(4)	per hour
CLIN 0034	Maine			\$	per hour
CLIN 0035	New Hampshire			\$	per hour
CLIN 0036	Vermont			\$	per hour

UNARMED GUARD SERVICES -  
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MVM, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
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CLIN 0037	Massachusetts			\$(b)(4)	per hour
CLIN 0038	Maine			\$	per hour
CLIN 0039	New Hampshire			\$	per hour
CLIN 0040	Vermont			\$	per hour

TEMPORARY ADDITIONAL ARMED GUARD SERVICES -

CLIN 0041	Massachusetts			\$(b)(4)	per hour
CLIN 0042	Maine			\$	per hour
CLIN 0043	New Hampshire			\$	per hour
CLIN 0044	Vermont			\$	per hour

TEMPORARY ADDITIONAL UNARMED GUARD SERVICES -

CLIN 0045	Massachusetts			\$(b)(4)	per hour
CLIN 0046	Maine			\$	per hour
CLIN 0047	New Hampshire			\$	per hour
CLIN 0048	Vermont			\$	per hour

PRICING SCHEDULE - PERFORMANCE PERIOD 4  
(8/18/2011 - 8/17/2012)

BASIC SERVICES

ARMED GUARD SERVICES -

CLIN 0049	Massachusetts			\$(b)(4)	per hour
CLIN 0050	Maine			\$	per hour
CLIN 0051	New Hampshire			\$	per hour
CLIN 0052	Vermont			\$	per hour

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NAME OF OFFEROR OR CONTRACTOR  
MVM, INC

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-----------------	--------------------------	-----------------	-------------	-------------------	---------------

UNARMED GUARD SERVICES -

CLIN 0053	Massachusetts	(b)(4)		per hour	
CLIN 0054	Maine	\$		per hour	
CLIN 0055	New Hampshire	\$		per hour	
CLIN 0056	Vermont	\$		per hour	

TEMPORARY ADDITIONAL ARMED GUARD SERVICES -

CLIN 0057	Massachusetts	(b)(4)		per hour	
CLIN 0058	Maine	\$		per hour	
CLIN 0059	New Hampshire	\$		per hour	
CLIN 0060	Vermont	\$		per hour	

TEMPORARY ADDITIONAL UNARMED GUARD SERVICES -

CLIN 0061	Massachusetts	(b)(4)		per hour	
CLIN 0062	Maine			per hour	
CLIN 0063	New Hampshire			per hour	
CLIN 0064	Vermont			per hour	

PRICING SCHEDULE - PERFORMANCE PERIOD 5  
(8/18/2012 - 8/17/2013)

BASIC SERVICES

ARMED GUARD SERVICES -

CLIN 0065	Massachusetts	(b)(4)		per hour	
CLIN 0066	Maine	\$		per hour	
CLIN 0067	New Hampshire	\$		per hour	

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NAME OF OFFEROR OR CONTRACTOR

MVM, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
CLIN 0068	Vermont \$ (b)(4) per hour				
	UNARMED GUARD SERVICES -				
CLIN 0069	Massachusetts \$ (b)(4) per hour				
CLIN 0070	Maine \$ (b)(4) per hour				
CLIN 0071	New Hampshire \$ (b)(4) per hour				
CLIN 0072	Vermont \$ (b)(4) per hour				
	TEMPORARY ADDITIONAL ARMED GUARD SERVICES -				
CLIN 0073	Massachusetts \$ (b)(4) per hour				
CLIN 0074	Maine \$ (b)(4) per hour				
CLIN 0075	New Hampshire \$ (b)(4) per hour				
CLIN 0076	Vermont \$ (b)(4) per hour				
	TEMPORARY ADDITIONAL UNARMED GUARD SERVICES -				
CLIN 0077	Massachusetts \$ (b)(4) per hour				
CLIN 0078	Maine \$ (b)(4) per hour				
CLIN 0079	New Hampshire \$ (b)(4) per hour				
CLIN 0080	Vermont \$ (b)(4) per hour				
	3. Specific service will be ordered and funding provided on Calls issued under this Blanket Purchase Agreement.				
	4. Revisions to the solicitation under Amendments 0001 through 0003 have been incorporated into the relevant sections of the attached award documents.				

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## Statement of Work

### **1. Introduction**

#### **1.1 Use of Acronyms**

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

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

#### **1.2 General Information**

- A. This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) Solicitation/Contract number HSCEGI-07-Q-00022.
- B. As an integral component of the FPS security effort, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW .The Contractor shall perform to the standards required in this Contract and will be expected to work closely with FPS representatives throughout the duration of the Contract.
- C. Where the Government identifies and references specific Solicitation/Contract Section numbers, that reference refers to that Section in its entirety, including every subsection

having the same letter and/or letter-number prefix. For example, a reference to the requirements of “Section C” includes all of Section C. Similarly, a reference to Section 7 includes Sections 7.1, 7.2, and so on, through the last subsection identified with a prefix of “7.”

### **1.3 Information Regarding FPS**

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

## **2 Contract Transition**

### **2.1 Phase –In**

- A. A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities.
- B. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor’s employees. The Contractor may notify the predecessor Contractor’s employees that the Contractor will be assuming services upon the Contract start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor’s employees while they are on duty, provided that there is no interference with the Contract employee’s assigned duties (e.g., during “off hours” or during relief or lunch breaks). However, the Contractor shall not interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor’s employees while they are on duty.
- C. The Contractor shall provide a transition plan to the COTR and CO within 5 working days after contract award. The transition plan shall include at a minimum all preliminary licensing and certifications required to initiate performance; process for transitioning predecessor employees; recruitment of new employees; and, timeline showing procurement of required equipment and uniforms. The Plan shall address:
  - 1. A strategy for implementing supervisory functions,
  - 2. The process for transitioning predecessor employees,
  - 3. Equipment inventory (radio & phone) and maintenance plan,

4. Weapons Inventory and employee assignment
5. Communication plan.
6. Relief and break plan,
7. A plan for establishing a reserve force and the current status of staffing levels,
8. A progress report on obtaining permits, licenses, and registrations,
9. A status report on submitting applications for personnel clearances,
10. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.

D. The government will allow a maximum of 60-day start up from the time of the award of the base task order to the initial start of performance.

## **2.2 Phase-Out of Contract and Continuity of Services**

- A. The contractor shall provide a list with the total number of employees and their names performing on the Contract with any applicable suitability and certification expiration dates when requested by the CO in preparation for a new solicitation for follow-on services. Prior to Contract expiration and after a follow-on contract is awarded, the Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor contractor.
- B. After a new Contract is awarded, the Contractor shall disclose necessary personnel records sufficient to allow the successor Contractor to conduct interviews for possible transition (if the Contractor is not awarded the successor Contract). These records shall be provided to the successor at least 45 days prior to date of Contract expiration. If any incumbent employees are selected by the successor and are agreeable to the change, the incumbent Contractor should cooperate to grant the employees release at a mutually agreed date.
- C. As part of the closeout process, the Contractor shall, within 30 days of the final day of performance, turn over all incumbent officer training, medical, suitability and security records to the successor contractor as stated in paragraph 19A, 1 thru 17. Failure to do so shall result in a 10% withholding of final payment until this action is accomplished

## **2.1 Conferences and Meetings**

- A. Immediately after award of the Contract and prior to the Contractor's performance at the work site(s), the CO shall notify the Contractor, and the Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total Contract requirements and a review of the Contractor's Transition Plan.
- B. During the performance of the Contract, the CO, COTR, and the Contractor shall meet annually or on an as-needed basis to discuss all relevant Contract issues. A mutual effort will be made to resolve all problems identified. The Contractor and the CO or COTR shall sign the written minutes of these meetings, which will be prepared by the Contractor and incorporated into the Contract file. Should the Government not concur with the minutes, the Government shall state, in writing, any areas of clarification or disagreement within 5 days

after receipt of the meeting minutes. Those comments shall be included with the report in the Contract file.

- C. During the start up and performance of the task order, the COTR and the Contractor shall meet at least monthly to discuss all relevant contract issues. The Contractor and the COTR or CO shall sign the written minutes of these meetings, which will be prepared by the Contractor and incorporated into the Contract file. Should the Government not concur with the minutes, the Government shall state, in writing, any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the report in the Contract file.

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

- A. The Contractor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. The Contractor shall possess **ALL** licenses required to perform services in Massachusetts, New Hampshire, Maine, and Vermont.
- B. Prior to commencement of work under this Contract, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the state or local jurisdiction in which the services are to be performed to:
  - 1. Obtain, 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 this Contract. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual Contract employees) to the CO prior to the Contract start date and provide any revised licenses or permits during the Contract term.
  - 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 armed guard services specified under this Contract.
  - 3. Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes.
- C. The Contractor shall complete and certify a written record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any Contract work. The Contractor shall provide an updated record to the Government upon request of the CO or COTR. The Contractor shall not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications.



- D. Failure by the Contractor to obtain all required licenses as of the Contract start date will be grounds for termination for default.
- E. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the term of the Contract. The costs associated with this requirement must be factored into the Contractor's hourly rate, as they will not be itemized or paid for separately by the Government.
- F. Where Contract employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the Contractor shall reimburse the employee for all costs and fees associated with obtaining the required license/permit.
- G. Armed security guards shall carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed security guard to carry a valid firearm certificate or permit while on duty shall result in the security guard being removed from the armed post until the certificate or permit is obtained.
- H. All armed guards shall carry permit or proper state certification to carry weapons off site. Guards must have the ability to travel to and from their duty station with their weapons
- I. 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.
- J. Failure by the Contractor to maintain valid licenses and permits will be cause for the Government to take Contractual actions, up to and including termination for default.

#### **4 Qualifications of Personnel**

##### **4.1 General Qualifications**

- A. The Contractor shall not employ illegal or undocumented aliens as guards for this contract. The Contractor shall expressly incorporate this provision into all subcontracts or subordinate agreements issued in support of this contract.
- B. To be eligible to perform under this Contract, all uniformed Contract employees must meet, to the satisfaction of the CO and COTR, the following requirements:
  - 1. Be a citizen of the United States of America. The COTR may approve Lawful Permanent Residents who are currently members of the U.S. armed services (Reserves or National Guard) or who possess an Honorable Discharge from a U.S. Military component.
  - 2. Have a Social Security Card issued and approved by the Social Security Administration.

3. Be at least 21 years of age. While there is no limit as to the maximum age of security guards, all security guards must be able to withstand the physical demands of the job and must be capable of responding to emergencies. At the request of the COTR, the CO may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.
  4. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
  5. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual security guards may be an asset to the Contractor.
  6. And meet *one* of the following experience/education requirements:
    - a. Three years of security experience within the past five years; or
    - b. An Associate's Degree in a related field and at least one year of experience; or
    - c. Three years of military or National Guard (active duty or reserve) experience; or
    - d. Successful completion of a state certified Police Officer's Standard Training (POST) course; or
    - e. Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework related in the field).
- C. Prior to working under the Contract, every supervisor and guard must be eligible to possess a valid FPS certification card. The FPS certification card is evidence that the guard has:
1. Received a favorable preliminary adjudication from FPS;
  2. Passed the medical examination;
  3. Completed the required training;
  4. Passed the required examination(s);
  5. And meets all other qualification criteria to be an FPS Contract security guard.

## **5 Quality Control**

### **5.1 Contractor-Provided Quality Control Plan**

- A. The Contractor shall provide a detailed Quality Control Plan within 15 days of Contract award to the CO and the COTR for FPS review and approval. The Contractor's Quality Control Plan shall include, but not be limited to, the following areas:

1. Identification of the Quality Control Monitor(s) assigned and include evidence of their qualifications.
  2. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors. Inspections shall be conducted by the Quality Control Monitor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan. Quality Control Inspection Check Lists which include, as a minimum, checks of: equipment, uniform and appearance; attendance; sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall contract performance.
  3. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when the Contractor's Quality Control Monitors or the Government notes superior or deficient performance.
  4. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.
- B. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file with the Contractor for all inspections made during the entire Contract period. The Contractor shall make those reports available to the CO or COTR upon request.
- C. The Contractor shall brief the COTR of any 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 are needed, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the Contract and adherence to their Quality Control Plan.
- D. A summary report of Quality Control Inspections from the previous month shall be submitted on the 2nd Friday of each month. At a minimum, the summary report shall include the following:

Total # Post on Contract  
Total # Posts Inspected  
Total # Posts Not Inspected (if applicable)

All Deficiencies & Exceptional performance shall be listed in the following manner:

Building # (MA0110)

Post Location (Ribicoff FB/USCH - Hartford, CT – Lobby)

Guard's Name  
Exceptional/Deficient performance noted during inspection  
Corrective, Disciplinary, Award Actions (include pending actions)\*

\*Quality Control Summary shall include corrective actions taken or follow up on any actions not resolved from prior inspections.

In addition, the following documents shall be submitted with the Quality Control Summary Report:

1. Updated Employee Roster (identifying current % of reserve force, new hires & terminations <include reason for terminations>)
  2. Updated Firearms Roster
  3. Updated Training Certifications Log (Spreadsheet)
  4. Updated Communications Listing
  5. Schedule of Upcoming Training
  6. Recipients of Contractor Incentive Program (i.e., Tuition Reimbursement, Attendance Award, Officer of the Month, Commendations, Referral Bonuses)
  7. List of Employees randomly selected for drug screening (if applicable)
- E. The Government shall consider the Contractor's adherence to their stated Quality Control Plan during annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan may result in Contractual actions being taken by the Government.

## **5.2 Government-Provided Quality Control**

- A. The Government shall use all methods deemed necessary to ensure that the Contractor's employees are following the terms of the Contract. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the security guards' actions; and surveys of building tenants regarding the security guards' performance, including the security guards' professionalism, courtesy, and knowledge of their assigned duties.
- B. In the event a breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COTR shall contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).
- C. The Government may assess price deductions for each post hour where services are not rendered according to the provisions of this Contract.

## **6 Services Required – Non-Supervisory Security Guards**

### **6.1 Order of Precedence**

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

- A. The Contract, including the task order(s);
- B. The Post Orders;
- C. The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);
- D. Security Guard Information Manual (SGIM)

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

## **6.2 Security Guard Post Assignment Record**

- A. Security guards shall perform all tasks in accordance with the duties outlined on the Security Guard Post Assignment Record (Post Orders), which are prepared by FPS for all shifts on each post. The Post Orders define the specific duties that the contract security guards are to perform. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the COTR. The COTR may modify, amend, and/or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the Contract scope has no impact on the Contract cost. Such changes shall not require modification to the task order or Contract.
- B. Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the Contract price, must be made by the CO through a written modification to the Contract or task order. The Contractor may be financially liable for accepting or implementing changes by anyone other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a Contract or Task Order modification.

## **6.3 Typical Duties**

- A. Security guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have the Post Orders and an Officer's Duty Book.
- B. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- C. Security guards must be thoroughly familiar with the Post Orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with Post Orders.

- D. Off-going guards shall provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.
- E. Security guards shall be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion.

### **6.3-1 Access/Egress Posts**

- A. Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information to any visitor upon request.
- B. Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the Post Orders.
- C. Security guards shall be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.
- D. Security guards shall answer questions and provide directions to visitors and building tenants.
- E. Security guards shall process visitors as directed in the Post Orders by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are presented for appropriate personnel and package screening. Security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders.
- F. Security guards shall perform package inspection when and as directed by the Post Orders, or as directed by the COTR in the event of an emergency or an elevated security posture. The Post Orders will describe the type of inspection required. These inspections may be conducted using automated technology or by manual, or visual surveillance. Admittance shall be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- G. Security guards will be responsible for operating all security equipment on post, such as X-ray machines, magnetometers, and closed circuit television (CCTV). No security guard shall

be permitted to work alone on any post containing security equipment without prior training on that specific equipment.

- H. Security guards will be required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, under-carriage inspection systems, active traffic barriers, and other automated security devices. The results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.

### **6.3-2 Roving Posts**

- A. Security guards shall conduct patrols in accordance with routes and schedules established in the Post Orders and shall observe, detect, report, and respond to all suspected or apparent security violations. Roving patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.
- B. Some posts may require a combination of fixed hours at a security guard booth and roving patrols. Security guards shall adhere to the patrol schedule as outlined in the post orders or as directed by the COTR.

### **6.3-3 Traffic Control**

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

### **6.3-4 Receipt, Use and Safeguarding of Keys**

- A. Based on the Post Orders and coordination with the COTR, security guards will be responsible for receiving and using keys and access control devices (i.e., “key cards,” lock combinations) that are issued for the guards’ use. Keys and access control devices shall be safeguarded and secured as sensitive assets as directed by Post Orders. All keys and access control devices are the property of the Government and are to be returned to the issuing agency at the termination of the Contract.
- B. Security guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the FPS MegaCenter, the COTR, and the security guard’s supervisor as soon as the security guard detects the loss or the problem. Facility and equipment keys and cards are not to be duplicated unless approved and issued by the COTR/Inspector.

### **6.3-5 Security and Fire Systems**

- A. Security guards shall monitor and operate building fire alarm, environmental and intrusion detection systems, closed circuit television systems, automated access control systems, package and personnel screening systems, communications systems, and other protection devices or building equipment located on or near the post, in accordance with the Post Orders.
- B. When an alarm sounds, the security guard shall immediately report and record the incident as required by the Post Orders.
- C. Security guards shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems.
- D. Security guards shall immediately notify their supervisor, the COTR, and the FPS MegaCenter if any of the systems under their control malfunction, fail completely, or otherwise need maintenance.

### **6.3-6 Utility Systems**

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

### **6.3-7 Building Rules and Regulations**

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

### **6.3-8 Physical Security, Law and Order**

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

### **6.3-10 Hazardous Conditions**

In accordance with procedures in the Post Orders, security guards shall immediately report all potentially hazardous conditions and items in need of repair, such as inoperative lights,



locks, security hardware, leaky faucets, toilet stoppages, broken or slippery floor surfaces, blocked emergency routes or exits.

### **6.3-11 Response to Injury or Illness**

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

### **6.3-12 Additional Duties**

Security guards shall turn off unnecessary lights; check safes and security containers, lock repositories, and cabinets; close and secure open windows; close and secure doors, gates and other facility access points; and perform any other additional duties as prescribed in the Post Orders. Security guards are not janitors, building maintenance staff, delivery persons, receiving officials, or mechanics, and will not be required or expected to provide any building systems services except the very basic functions as required in the Post Orders.

### **6.3-13 Reports, Records, and Testimony**

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

### **6.3-14 Civil Disturbances**

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

### **6.3-15 Emergencies**

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

### **6.3-16 Primary Security Responses**

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

## **6.4 Contract Security Guard Duty Register (DHS 139)**

- A. The Contractor's employees shall sign-in when reporting for work and shall sign-out when leaving using the DHS 139. Security guards who patrol between buildings will sign in and out at each building visited as directed by the Post Orders. The Government shall specify the on-site registration points and the Contractor must use those points for this purpose. Contract employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief security guards shall sign in and out at each post visited as directed by the Post Orders.
- B. Each successively lower line on the DHS 139 must be completed in chronological order without exception. Lines may not be left blank among signatures in any period. No more than one line may be used to enter a calendar date for separating individual workdays.
- C. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be credited for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the DHS 139, the Contract employee should draw a single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheet's) will be used to record all information in the

correct manner. The Contractor must attach a detailed memorandum of explanation to each DHS 139 containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes.

- D. The COTR shall retain all original DHS 139s and shall provide copies upon request by the Contractor.
- E. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

## **7 Key Personnel**

- A. Under this contract, the Contract Manager and Supervisors are designated as “key personnel.” The Contractor shall submit a Key Personnel Resume clearly detailing the individual’s qualifications and demonstrating that the proposed Key Personnel meet the requirements listed below. If the proposed Key Personnel do not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Key Personnel do not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Key Personnel to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Key Personnel possesses the ability to effectively manage, supervise, or train security guards in a security guard contract of the size and scope described in this Solicitation/Task Order.
- B. The CO must approve the proposed Key Personnel prior to his/her assignment under this Contract. The Contractor shall not replace any of the Key Personnel without submitted a key Personnel Resume to the CO for her/his approval. The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.

### **7.1 Contract Manager (CM)**

- A. The Contract Manager (CM) position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.
- B. 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.
- C. The CM shall have complete authority to act for the Contractor during the term of the Task Order. **The duties of the CM shall not, under any circumstances, be performed by**

**uniformed employees performing productive or supervisory hours under the term of the Contract/task order or any other guard Contract/task order administered by FPS.** The CM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the contract requirements.

- D. 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.
- E. The CM shall be located/provided with commercial office space. The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the Contract.
- F. The CM is a salaried managerial position not specifically required in the line item(s) identified in this SOW, therefore, the Contractor shall factor all costs associated with providing a CM into its offering prices (e.g., overhead/G&A).

## **7.2 Supervisor**

- A. Each Supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.
- B. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the Contract.
- C. The Contractor shall provide the level of supervision sufficient to meet the Contract requirements.
- D. All Supervisors shall be required to sign in on a DHS 139 upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this Contract.

- E. All costs associated with the Contractor's Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

## **8 Work Scheduling Procedures**

The Contractor shall be responsible for scheduling all work and notifying security guards of their work schedules in a manner consistent with effective Contract management. When requested by the CO or COTR, the Contractor shall furnish a copy of the most current schedule to the Government.

## **9 Contract Guard Labor Category**

Only DOL category Guard II security guards may be utilized to perform services under this Contract. All category Guard II security guards must be firearms qualified.

## **10 Contract Effort Required**

### **10.1 Contract Effort Required – Productive Hours**

The minimum productive hours required by the Government will be specified on each task order issued.

### **10.2 Contract Effort Required – Supervisory Hours**

- A. Specific hours of supervision will not be required under this Contract. Instead, the Contractor shall be responsible for providing a level of supervision sufficient to ensure effective performance by the productive security guards over the course of this Contract, as agreed to by the Government as part of the Contractor's technical proposal and incorporated into the Contract upon Contract award.
- B. In the event that the Government determines that the supervision provided by the Contractor is insufficient to effectively manage the security guards, the Government and Contractor shall meet to discuss the Contractor's Supervision plan and ways in which the Contractor's performance can be improved.

### **10.3 Contract Effort Required – Reserve Security Guard Force**

- A. The Contractor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event). The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained. All reserve security guards shall meet the minimum qualification standards required in this Contract before working any post under this Contract.

- B. The Contractor must maintain at a minimum a reserve force equivalent to at least 10% of the existing security guard force for each separate state included in the contract at any given time.
- C. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

## **11 Training**

### **11.1 General**

- A. All security guards and uniformed supervisors working under this Contract must complete the following training and pass the required written examination. Certifications may be honored for contract security guards and uniformed supervisors who worked under the predecessor Contract and who maintain valid certification credentials.
- B. The Training Syllabus is located in Attachment 2. The Contractor shall be responsible for providing the CO and COTR a copy of its Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after award of the Contract. The Contractor shall notify the COTR of any changes to the proposed Training and Qualifications Schedule not less than 10 calendar days before the date of the training session.
- C. The Contractor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations, weapons qualifications, first aid, CPR, AED certifications. Government firearms monitoring, testing, and training will take place Monday through Friday excluding Saturday, Sunday, and Holidays, or on a mutually acceptable date and time of the COTR/Inspector.
- D. The contractor shall also bear all costs and responsibilities related to their employees' attendance at any contract mandated training class, test or examination, including all expenses for transportation, lodging, and meals (as may be necessary). Currently certified FPS contract guards that are required to go to any training, testing, or examination to maintain their FPS certification status shall be paid in accordance with the applicable Service Contract Act (SCA) Department of Labor prevailing wage determination or collective bargaining agreement. For pay purposes, the vendor shall treat time spent by certified contract guards in training and testing as the equivalent of time spent standing post. By contrast, pre-certification training provided by the contractor shall be governed by the payment requirements of the Fair Labor Standards Act (FLSA). Costs related to any training, test or examination required by the contract must be factored into the offering price, as they will not be itemized or paid separately by the government after award".
- E. The CO, COTR, or any FPS personnel shall be allowed to observe any training and qualifying sessions 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 Contract.

## **11.2 Training Requirements by Position**

This subsection details the training requirements that must be successfully completed by all uniformed Contract employees. Training certifications are required for individual Contract employees. The Contractor shall maintain copies of all training certification in its personnel files and provide copies to the CO or COTR immediately upon request.

### **11.2-1 Security Guards**

- A. All productive and supervisory security guards working under this Contract must take the following training at the time periods specified in the following chart. The Government will provide to the Contractor one copy of the Security Guard Information Manual (SGIM). The Contractor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. The SGIM shall be provided to Contractor's employees on the first day of their basic training course.
- B. "One-time only" courses are defined as courses that, if the employee successfully completes, do not have to be taken again during the Contract term. One-time only courses are (1) basic training; (2) FPS "orientation" training; (3) current FPS Basic Firearms Training; and, (4) the written exam. However, additional training may be required on Magnetometer/x-ray if or when the equipment or technology is changed. The training certifications, excluding FPS orientation, are transferable to other FPS security guard service contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor Contract.
- C. Each Contract employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date.

### **11.2-2 Supervisors**

- A. All uniformed supervisors working under this Contract must successfully complete all training established for productive security guards including x-ray and magnetometer training. In addition, supervisors must complete nine hours of supervisory training based on a Contractor-provided Supervisory Training Manual. Following completion of basic training, the supervisors will be required to take and pass the basic written examination.
- B. Supervisors shall not be permitted to work under this Contract without having passed the basic training, written examination for basic training, the basic firearms course, firearms practical qualification, and the Contractor Supervisory Training.

## **11.3 Written Examination**

- A. Upon the Contract employees' completion of the basic training class and a favorable pre-employment suitability, the Contractor must schedule with FPS the Government-

administered written examination. This exam will test their employees' familiarity with and understanding of the information contained in the SGIM. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).

- B. If a Contract employee does not pass the examination on the first attempt, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to pass the written examination. If the Contract employee fails after the second attempt, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. If a Contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. After the one (1) year suspension period has expired, the guard is considered a new hire.
- C. No waivers shall be granted regarding the testing policies and procedures.

#### **11.4 Weapons Training and Qualification**

- A. Firearms qualifications will be monitored by an FPS COTR/Inspector. Qualification not monitored by a FPS official will not be deemed acceptable for the purposes of this contract.
- B. The Contractor is responsible for providing forty (40) hours of weapons training prior to sending the Contract employees to a firing range for the initial range qualification test session. Of the forty hours, twenty-four (24) hours will be actual training/shooting time on a firing range.
- C. The Contractor employee must carry the same weapon, identified by its serial number, with which they qualify on the firing range. The Contract employee must qualify using their duty ammunition.
- D. For firearms training/qualification, all FPS security guards are required to wear their duty uniform to include footwear, issued gun belt, holster and keepers.
- E. For the purposes of this Contract, the Government requires that each Contract employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training. The Contractor shall factor into the offering price the cost of ammunition. Ammunition shall not be itemized or paid for separately by the Government.
- F. Each firearms qualification "session" consists of no more than two (2) attempts to qualify. If unsuccessful, the second attempt must be completed immediately after the first attempt. A qualifying score is 80% or better. See Exhibit 5E. If the contract employee fails to qualify during the first session, the employee must attempt to qualify within 30 days at a second qualification session. Before attempting to qualify in the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training. The Contractor is responsible in determining what training the employee will need to complete in order to



successfully qualify. After failing the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training prior to each session, (2 attempts) at qualification by the employee. The employee cannot commence working on contract until successfully achieving a qualifying score. The Contractor shall document the employee's file with any and all remedial training given to enable the employee to pass the firearms course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable Contract employees to annually re-qualify on the course.

- G. Any Contract employee who has successfully completed a 40 hour firearms course under a predecessor FPS Contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or firearms certification) that such training was successfully completed. The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. Prior successful training completion by the Contract employee shall not exempt the Contract employee from the annual range qualification requirements.
- H. If the weapon platform required under this Contract is different from the guard's previous qualification, the Contractor is responsible for providing adequate weapon transition training. The training plan shall include a weapons transition training plan, if applicable.
- I. Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) shall be conducted using current FPS targets only. The Contractor shall furnish an adequate supply of targets for weapons qualifications. Targets shall have a cardboard backing of equal or greater size than the target itself. If the target is non-turning a shot timer shall be used. The Contractor shall factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after Contract award.

#### **11.4-1 Annual Firearms Re-Qualification**

- A. The Contractor shall ensure that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical firearms course annually. Any guard attempting annual re-qualification who fails to re-qualify is no longer certified to carry a weapon and shall not be permitted to work on an armed post. Refresher training for intermediate weapons will also be conducted. The costs of such preparations should be factored into the offering prices, as it will not be itemized or paid for separately by the Government.
- B. Successful firearms range qualification by Contract 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.
- C. The Contractor shall provide the necessary weapons and ammunition for training and qualifications. The Contractor shall provide a list of serial numbers of Contractor-provided firearms to be used for qualifications 48 hours prior to scheduled training and qualification.

All Contractor-provided weapons used for qualifications of Contract employees will be made available for inspection and approval by an FPS representative prior to use on any firing range. Contract employees must adhere to the rules and regulations of the firing range. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

#### **11.5 Minimum Age for Firearms Licensing**

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

#### **11.6 FPS-Specific Training**

- A. All uniformed Contract employees must receive FPS-specific training. The COTR and the Contractor will schedule the site(s) and date(s) of the training session(s) after the award of the Contract and prior to the Contract start date. See Exhibit 4C.
- B. Security guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

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

All Contract employees shall receive up to eight (8) hours of Government-provided training on the use and handling of magnetometers and/or x-rays. Upon completion of this training, the FPS Training Representative will issue each Contract employee a certificate of training completion.

#### **11.8 CPR/AED/First Aid Training**

- A. Any Contract employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this contract.
- B. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all employees assigned to work under this Contract. CPR and AED training and certification must include adult, youth, and infant training modules. Training certification shall be valid for one year. Prior to the expiration of the CPR and AED certification, the Contract employee must become re-certified.

Recertification training shall cover adult, youth, and infant CPR procedures as well as AED procedures. The Government requires that each CPR/AED course MUST provide practical training (e.g., on “dummies”) on resuscitation techniques and be conducted in accordance with American Red Cross (ARC) standards by ARC certified instructors.

- C. First Aid training and certification shall be valid for a period of three years. Upon expiration of the First Aid certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.
- D. A post is considered “open” if manned by unqualified contract employees.

### **11.9 Other Special Training**

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

### **11.10 Training of Replacement Employees**

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

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

The Contractor shall schedule and coordinate Government provided training and testing with the COTR. Government training can only be scheduled after Contract award.

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

- A. The Contractor shall ensure that the employees attend all scheduled training and examination/qualification sessions. The term ‘absence’ includes any person properly scheduled for training/testing and who fails to report to the appointed place at the proper time and date. An absence may be excused or unexcused. The FPS Training Instructor shall compile a list of all employees who have an unexcused absence for each day of training and will forward this list to the CO.

### **11.13 Training Waivers**

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

## **12 Medical and Physical Qualifications**

### **12.1 General**

- A. The Contractor shall ensure all uniformed employees working under the Contract meet the medical requirements described in the following sections. The Government will not grant any waivers of the medical standards.
- B. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with any reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.
- C. The Contractor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act of 1973 (29 U.S.C. -2.2)

### **12.2 Medical Standards**

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78.
- B. The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the Contract. All guards (productive and supervisory) must meet the health certification requirements listed in the SF

78. The Contractor shall submit a completed SF 78 for each employee to the COTR prior to any Contract employee being permitted to work under the Contract.

C. If an employee of the Contractor claims that s/he has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Contractor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. The COTR will review all medical documentation to ensure that it is complete and in compliance with the Contract. No guard shall be permitted to work under the Contract until the certificate and medical documentation has been reviewed and approved for compliance with the Contract by the COTR.

D. All Contract employees must meet the following medical standards:

1. **Vision:** Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision.
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. Use of a hearing aid is authorized.
3. **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.
4. **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
5. **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
6. **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.
7. **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.

8. **Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.
9. **Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.
10. **Hematology System:** Any hematological condition that is characterized as chronic has caused a hematological crisis, or adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.
11. **Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.
12. **Psychiatric Disorders:** Any disorder that affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.
13. **Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.
14. **Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.
15. **Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

### 12.3 Physical Demands

- A. Contract employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:
- a. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
  - b. Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
  - c. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
  - d. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
  - e. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.
  - f. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
  - g. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
  - h. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).
- B. Individuals deemed incapable of performing the above tasks or functions will be removed from the Contract upon the CO's request.
- C. The Contractor shall be responsible for encouraging and promoting employees assigned to this Contract to maintain an ongoing and regular program of physical fitness, at no cost to the Government.

## 12.4 Initial and Recurring Screening for Illegal Drugs

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

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

- B. The Contractor will perform random drug screening of 5% of the guard force assigned to this contract over a 12- month period. Contract Security Guards must resubmit to a urine drug screening upon renewal of physical forms every three years.
- C. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration’s (SAMHSA) “Mandatory Guidelines for Federal Workplace Drug Testing Programs.” These guidelines can be accessed via the Internet at: [www.health.org/GDLNS-94.htm](http://www.health.org/GDLNS-94.htm) or at: <http://wmcare.samhsa.gov>.<sup>1</sup> The Contractor is strongly urged to use one of the laboratories listed on SAMHSA’s “*Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies*,” which is accessible via the Internet at: [www.health.org/labs/index.htm](http://www.health.org/labs/index.htm) or at: <http://wmcare.samhsa.gov>. This list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA’s current list, the Contractor must verify whether the laboratory’s methodology conforms to SAMHSA’s guidelines prior to utilizing that laboratory to perform drug screenings.
- D. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this Contract, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the Contract may be modified to permit the use of those methods.
- E. The presence of a positive reading for *any* of the above substances over the designated cutoff level for that substance shall automatically disqualify an applicant from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor *shall not* permit any applicant to take multiple tests in order to receive an acceptable reading.
- F. The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each Contract employee. All costs must be factored into the offering prices.

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



## **12.5 Government Requested Screening**

- A. The CO or COTR shall have the express right to request targeted urine drug screenings where there is a reasonable belief by the Government that the Contract employee(s) may be under the influence of or using illegal substances. Targeted screenings shall be conducted in a similar fashion to random screenings, with the exception that the CO will advise the CM in writing that s/he requests a drug screening of a specific security guard. Once the written request is received, the CM shall arrange for the test to be conducted as soon as possible, but not later than three working days. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time associated with taking the screening. Each screening shall follow the guidelines described in paragraph 15.4 above.
- B. Contract employees who undergo targeted urine drug screenings may continue working under the Contract until the results have been provided to the Contractor. In the event that the results of any urine drug screening are negative, the Government shall bear the expense of the screening. This does not apply to the pre-employment urine drug screening. In the event that the results are positive, the Contractor shall immediately remove the Contract employee(s) with a positive reading from the Contract and immediately inform the COTR and CO of the result and the employee's removal from the Contract. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the positive reading.
- C. Any Contract employee who undergoes either a random or targeted urine drug screening and tests positive for any of the substances shown above shall be permanently disqualified from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period, the affected Contract employee *shall not* be authorized to take additional tests to achieve an acceptable reading.

## **13 Conduct of Contractor Personnel**

- A. In accordance with the SGIM, the Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.

- C. The COTR may recommend to the CO that the Contractor immediately remove any employee from any or all locations where the contractor has contracts with the FPS if the employee is not maintaining satisfactory performance in accordance with the Contract or the SGIM. Additionally, the employee may be removed if he/she has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The CO will make all determinations regarding the removal of any employee from any or all locations where the contractor has contracts with the Federal Protective Service. In the event of a dispute, the CO will make the final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing.
- D. Notification of Arrest: Guards working under this contract shall notify his contractor within 12 hours of their arrest. The contractor will notify the COTR within 12 hours of the guard's notification. Failure of the guard to do so may result in a request of removal from this contract.

#### **14 Contract Employee Reinstatements**

- A. When the Government takes action that may impact upon the suitability or work fitness status of a Contract employee, the Contractor may appeal the decision to the CO.
- B. If the CO made the initial decision, a senior manager within the FPS Regional Office or headquarters Security and Law Enforcement Division will review the appeal. The appeal decision will be provided to the Contractor in writing with a brief explanation of the decision to uphold or reverse the CO's decision.
- C. While the appeal is being considered, the employee shall not work under this Contract.

#### **15 Government and Contractor Furnished Property**

##### **15.1 General Information**

- A. The Contractor shall be provided and shall use or operate in a responsible manner Government furnished property deemed necessary by the Government to aid the Contractor in the performance of work. The Contractor is solely responsible for the care and accountability of all Government provided equipment in accordance with the terms and conditions of this Contract.
- B. The Contractor shall provide an inventory of Government furnished property (GFP) on a monthly basis. The inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment.

##### **15.1-1 Use of Government Property**

- A. Government property shall be used for official Government business only in the performance of this Contract. The Contractor or the Contractor's employees shall not use government

property in any manner for any personal advantage, business gain, or other personal endeavor. The Contractor shall reimburse the Government for expenses associated with misuse or abuse of Government furnished property or equipment by the Contractor's employees.

- B. The Contractor will certify in writing all licenses and permits issued to the Contractor or Contractor employees required by law for the use and operation of Government furnished property or equipment.

### **15.1-2 Accountability of Government Property**

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

### **15.1-3 Safeguarding Government Property**

- A. The Contractor shall take all reasonable precautions, as directed by the Government or, in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.
- B. If the work under this Contract requires that the Contractor employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for his/her

own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default. Additionally, the Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

## **15.2 Contractor Furnished Property**

### **15.2-1 General Information**

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

### **15.2-2 Equipment**

- A. The Contractor may be required to furnish some or all of the types of equipment described herein.
- B. Communications equipment. The Contractor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies. The Government may identify the radio frequencies to be used by the contractor. The Contractor must ensure useful availability of all Contractor furnished communications equipment on a continuous basis. The Contractor shall immediately provide fully- operational substitute communications equipment in the event any equipment is temporarily inoperable.
- B. Vehicles. The Contractor shall obtain all applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for the operation of vehicles. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor.
- C. Firearms, ammunition, and less-than-lethal weapons. Modifications to firearm mechanisms must comply with manufacturers specifications and requirements. Ammunition must be acquired from a commercial source.
  - 1. The Contractor shall obtain all applicable permits, licenses, and registrations in accordance with applicable Federal, state and local laws for the acquisition, carriage, and

use of firearms and ammunition. All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the Contractor.

2. Firearms shall be furnished by the contractor to equip each armed guard and supervisor with their own individually assigned firearm. Firearms shall be issued to each individual requiring a firearm and not to the post(s) to which they are assigned. All weapons must be new (not used or refurbished) and the property of the contractor.
3. The Contractor shall acquire and maintain an ample supply of appropriate cleaning products (i.e., cleaning solvents, lubricating oil, rods, brushes, patches, etc.). The Contractor must also provide applicable accessories such as clearing barrels, trigger locks, gun lockers, etc.
4. The Contractor shall provide all training for primary and any additional or intermediate weapons used under the contract.
5. Contractor equipment (Firearms) to be stored by the contractor off Federal property. The amount and type of ammunition, including additional rounds for contingency. The additional ammunition shall be provided, stored, and secured by the Contractor. Old duty ammunition will be periodically rotated with new ammunition.
6. The Contract employee shall inspect his/her issued firearm at the commencement of each tour of duty. Each firearm shall be cleaned and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition. All firearms will be loaded with approved ammunition, including one round in the chamber (if applicable), prior to the security guard's tour of duty.
7. The Contractor shall provide a list of serial numbers of firearms that will be present on the premises to the COTR prior to the Contract performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change.
8. On-site supervisors and security guards shall account for all firearms.

### **15.2-3 Uniforms**

- A. As specified in Exhibit 2C, the Contractor will be required to furnish some or all of the types of uniform items. The cost of uniform items shall be factored into the contract price.
- B. The Contractor's security guard force uniforms shall be a color and style in general use by large security guard or security organizations and shall be readily distinguishable from those of state, local, and FPS law enforcement personnel. All security guards performing under this 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.

- C. Security guards are expected to comply with standards for wear and care of uniform items in accordance with the SGIM (Security Guard Information Manual).

#### **15.2-4 Supplementary Equipment**

The Contractor will be required to furnish some or all of the types of supplementary equipment. Security guards shall not possess any unauthorized supplemental or personal equipment (e.g., equipment not issued by the Contractor or required by the Contracts). Security guards who are found to possess any unauthorized equipment while on post may be removed from the contract.

### **16 Regulations, Handbooks, and Other Applicable Documents**

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

## 17 Security Guard Certification /Security Requirements

### 17.1 General

- A. All personnel performing on this Contract must meet HSPD-12 requirements and pass a suitability determination conducted by the Government. Contractor personnel will not be able to perform under this Contract until appropriate suitability determinations have been made. The Government will provide all necessary forms at the time of Contract award. The DHS Office of Security will accept only complete and legible security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 calendar days after Contract award.
- B. The Contractor should follow the procedures listed below to obtain an FPS certification card for each Contract employee:
1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements, including medical and drug testing (see Section 12 above);
  2. Submit the suitability package to the COTR and await the results of the adjudication. This process may take approximately one to three months if all forms are legible and complete. However, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.
  3. Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other Contractor-provided training requirements;<sup>2</sup> this does not include the FPS Written Exam.
  4. After the Contractor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the Contractor shall submit the following information to the COTR for an FPS certification card:
    - a. Certification. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth in Section C and that all pertinent documents are on file at the Contractor's facility. (See Exhibit 11.)
    - b. Photographs. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and

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

- c. Contract Guard Qualification Certificate. The guard's name, and the name of the Contractor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
  - d. Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification that satisfies the legal requirements of the Lautenberg Amendment, 18 U.S.C. § 922(g)(8) and (9). This certification is valid for one (1) year. The Contractor shall maintain a file of its guards' certifications and provide the COTR a signed statement certifying compliance with this requirement. If at any time a guard has a disqualifying event under Lautenberg, the Contractor shall notify the COTR and immediately remove the guard from work under the contract that may require use of a firearm. The Contractor shall submit a new certification to the COTR stating that all its guards are in compliance with the Lautenberg Amendment annually.
- C. The certification card shall be worn on the outermost garment of the guard's uniform.
- D. As determined by the COTR, The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but also a valid CPR/AED/First Aid card and a valid firearms permit.
- E. The Contractor must return employees' certification card to FPS within five (5) workdays upon the termination of the guard's employment or the guard's removal from the contract. At the end of the contract period, the Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts. Possession of an FPS certification card does not waive any other contract requirement.
- H. Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the Contract employee's certification status (i.e., suitability determination, medical examination, firearms re-qualification, CPR/AED/First Aid certification). See Exhibit 11.
- I. The CO shall have the express authority to demand return of the FPS Certification card for any Contract employee who does not maintain compliance with the Contract qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the Contract until such time as s/he comes into full compliance with all qualification/certification criteria.

## **17.2 Security Management**

- A. The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the DHS Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.



- B. The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this Contract. Should the COTR determine that the Contractor is not complying with the security requirements of this Contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

### **17.3 Suitability Determination / Entry on Duty Decision**

- A. DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted access to a Government facility and or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the Contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Contract employees assigned to the Contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.
- B. Contract employees awaiting an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if a Government employee escorts the contract employee. This limited access is to allow contractors to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

### **17.4 Suitability Adjudication**

- A. After award of the Contract and prior to any Contract employees being permitted to work under the Contract, the Contractor is responsible for ensuring that the Contract employees receive formal suitability adjudication by FPS. All Contract employees shall receive formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers that visit the work sites. Contractor suitability determinations are to be made in accordance with the criteria outlined in 5 CFR 731.202.
- B. Once a prospective Contract employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this Statement of Work and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following Government furnished forms for each Contract employee:

1. Two (2) completed original Forms FD-258, "Fingerprint Chart;"
2. Standard Form 85P, "Questionnaire for Public Trust Positions" (plus one copy);
3. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (plus one copy);
4. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (plus one copy);
5. Foreign National Relatives or Associates Statement (plus one copy);
6. Lautenberg Amendment Statement (plus one copy);
7. Drug Questionnaire (plus one copy);
8. Alcohol Questionnaire (plus one copy).
9. Financial Disclosure Report (plus one copy);
10. Contractor Information Worksheet.

C. Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS Contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly. Standard Form 85P, "Questionnaire for Public Trust Positions" Form must be submitted via OPM "e-QIP" (electronic Questionnaires for Investigation Processing)".

1. ELECTRONIC SUBMISSION-OPM "e-QIP" Process: Fill out the ICE "Contractor Information Worksheet", proofread for completeness. Send it to the FPS COTR. They can fax or mail to the FPS Regional Contract Suitability Adjudication Office for continued processing.

D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.

- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.
- F. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).
- G. If FPS finds a Contract employee to be unsuitable to work as a result of the suitability investigation under the Contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the Contract, and the Contractor shall in turn immediately remove the affected employee from the Contract. The security guard or the Contractor may appeal the suitability determination to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. Under no circumstances shall a Contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract. This requirement also applies to Contract employees whose unfavorable adjudication is pending appeal. Disqualifying information includes but is not limited to the following:
1. Conviction of a felony, a crime of violence, or a serious misdemeanor;
  2. Possessing a record of arrests for continuing offenses;
  3. Falsification of information entered on suitability background investigation forms.
- H. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the Contract for five (5) years (if nothing occurs within the 5-year period that would render the security guard unsuitable for continuing performance under the Contract). The Contractor shall immediately notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new favorable suitability determination is made. The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date.
1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.

2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.
- I. For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.
    1. Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level indicated in Appendix 1. Such contractors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.
    2. Lawful Permanent Residents are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.
  - J. FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. FPS may, as it deems appropriate, authorize and grant temporary clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

## **18 Security Clearance Requirements**

### **18.1 Background Investigations**

- A. In addition to meeting the FPS background suitability check described in Section C, additional security clearances may be required by the Contract and task order(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency, as appropriate (refer to Section J, Exhibit 6C for further information as to whether this Contract will require such clearances). Where such clearances are required, employees shall be subject to a security investigation by the Government prior to being allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) during the term of the Contract. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, or other agency.
- B. The Government shall notify the Contractor of the required security classification of this Contract and the elements thereof, and of any subsequent revisions in such security

classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.

- C. In all areas requiring a DOD, DOE, NRC, or other agency security clearance, the Contractor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at [www.dss.mil](http://www.dss.mil) or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at [www.dss.mil](http://www.dss.mil); for DOE clearances at [www.doe.gov](http://www.doe.gov); and for NRC at [www.nrc.gov](http://www.nrc.gov). Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to be assigned to classified areas. (See Part III, Section J, Exhibit 6A, Security Clearance Requirements).
- D. A security clearance determination of whether an individual should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, Industrial Security Program. For contractors processed in accordance with DHS MD 11035, the investigative standard for access to Secret classified information will be a MBI. The minimum investigative standard for access to Top Secret classified information will be a SSBI. Each designated employee must complete all applicable forms.
- E. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract security guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- F. Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the Contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.
  - a. Standard Form 85P, "Questionnaire for Public Trust Positions"
  - b. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions"
  - c. Lautenberg Amendment Statement (plus one copy)

- d. FD Form 258, "Fingerprint Card" (2 copies)
- e. Foreign National Relative or Associates Statements
- f. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- g. Drug Questionnaire
- h. Alcohol Questionnaire
- i. Contractor Information Worksheet

Required forms will be provided by DHS/ FPS at the time of award of the contract. Only complete packages will be accepted by the DHS/ FPS Contract Suitability Adjudication Program Office. Specific instructions on submission of packages will be provided upon award of the contract. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing). (For the Electronic Submission process refer to Chap. 17.4C.1 above).

- G. The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each affected Contract employee. The costs should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.
- H. The Contractor is advised to only submit security packages on suitable prospective employees whose integrity, credit, and character will meet the security suitability requirements of DHS. DHS will likely consider as being unsuitable prospective employees who fail to truthfully represent their credit history; who make no attempt to pay debts; and whose character could be questionable because of serious arrests, illegal drug use, or abuse of alcohol.
- I. Unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

## **18.2 Access To Classified Information (Contractor)**

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

- B. See Section J, Exhibit 6C, Security Suitability Requirements, for a determination of which, if any, Contractor facilities and Contractor personnel, including Contract Manager or Supervisor, assigned to this Contract are required to possess up to a TOP SECRET security clearance.
- C. If access to classified information is required as identified in Section J, Exhibit 6C, the Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, DHS MD 11035 (Industrial Security Program), and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government facility, it will abide by the requirements set by that agency. If these procedures are not properly followed by the Contractor, it will result in deductions from monthly invoices.
- D. The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, interim facility clearance requirements subsequent to the official award date, and/or at least thirty- (30) days prior to the Contract start-up date.
- E. Interim Personnel Clearance Level – Applicants for SECRET may be routinely granted a interim personnel clearance level as appropriate, provided there is not evidence of adverse information of material significance. The interim status will cease if results are favorable following completion of full investigation requirements. **Non-U.S. citizens are not eligible for access to classified information on an interim basis.**
- F. If access to classified information is required as identified in Section J, Exhibit 6C, the Contractor must possess a TOP SECRET facility clearance consistent with the DHS MD 11035, Industrial Security Program prior to Contract award. If an uncleared firm is selected, DHS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, DHS may terminate the Contract for the convenience of the Government.

### **18.3 Continued Eligibility**

- A. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s). If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the Contract.
- B. The Security Office may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists.

- C. DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this Contract.
- D. The Contractor will immediately report any adverse information coming to their attention concerning contract employees under the contract to the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.
- E. The Contractor must notify the Security Office of all terminations/resignations within five (5) days of occurrence. The Contractor will return any expired DHS/FPS issued identification cards and building passes, or those of terminated employees to the COTR. When a controlled personnel identification system is used by a tenant agency at a site at which the Contract employee is assigned for duty, and the tenant agency provided the Contract employee with the necessary Government identification, the Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the Contract, whichever comes first. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass card.

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

- A. To minimize duplication of effort by the FPS and the Contractor, the Contractor shall maintain personnel files on-site for all employees who work under this Contract. Files shall be maintained at the Contractor Manager's office and will be made available to the COTR on a continuous basis. Each guard's file must contain the following information:
  - 1. Application for employment, including SF85P, FD 258, resume or detailed prior work history and references;
  - 2. Results of all criminal history checks obtained by the Contractor;
  - 3. U.S. Citizenship and Immigration Services Form I-9 *Employment Eligibility Verification* (OMB No. 1115-0136);
  - 4. A copy of DHS 11000-6 *Non-Disclosure Agreement*,
  - 5. A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;
  - 6. Records of all basic and refresher training attendance and, where required, test scores;



7. Records of current firearms training and qualification scores, where required by the Contract;
  8. Records of all successfully completed Government-provided training;
  9. A copy of most recent CPR, First Aid, and AED certification card;
  10. Results of all drug screenings administered (both pre- and post- employment);
  11. A copy of the DHS certification card as required by the COTR;
  12. A copy of all firearm licenses and certifications required by state and local regulations;
  13. Records of guard's suitability information (including date current suitability expires);
  14. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the Contract;
  15. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this Contract; and
  16. A copy of any National Security Information clearance issued, where required by this Contract (i.e., Secret/Top Secret).
  17. To comply with the Health Insurance Portability & Accountability Act (HIPAA), the Medical Evaluation (SF-78) may be filed separately by the Contractor.
- B. The CO or COTR shall have the express authority to review any Contract employee's file at any time during the course of the Contract. The Contractor shall maintain all personnel files for a minimum of five (5) years after Contract closeout (upon receipt of release of claims).
- C. The CO or COTR can request, at any time during the course of the Contract, a spreadsheet or other tracking system (either in paper form or in electronic form) that clearly details the status of all Contract employees pertaining to Contract requirements.
- D. The Contractor may maintain either a hard-copy (paper) file or a computerized system containing all the information required above. However, if the Contractor uses a computerized filing system, all forms must be scanned into the computer and must be legible.
- E. False statements, certification, or falsification of any documents required in this Contract by the Contractor, Contract Manager, or any Contract employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate investigations by its Office of Inspector General or the regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or may take

Contractual remedies, up to and including termination for default. Under no circumstances whatsoever will the Government tolerate falsification of required documents.

**20     Performance Evaluations**

- A. The CO and/or COTR shall meet with the Contractor (either in person or via teleconference) on a regular basis, but not less than annually.
  
- B. The Government shall formally evaluate, in writing, the Contractor's performance *at least* once per year. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance evaluation being given. The Contractor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the Contractor's response shall be filed in the Contract file. Where the Contractor fails to respond in writing to a performance evaluation, the CO shall assume the Contractor's complete concurrence with the findings of the performance evaluation. The CO and/or COTR shall meet with the Contractor prior to all performance evaluations to discuss the results of the Government's quality control findings and the overall performance of the Contract by the Contractor.
  
- C. The Government shall use the performance evaluations 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) to the Contractor.

## II. SCHEDULE OF SERVICES

### 01. DESCRIPTION OF SERVICES

The Contractor shall furnish professional security services, defined by this solicitation as armed guard services and related duties, at federally owned and leased facilities protected by the Federal Protective Service at various locations throughout the states of Massachusetts, New Hampshire, Maine, and Vermont. In furnishing these services, the Contractor shall provide all necessary management, supervision, personnel, materials, supplies and equipment except as otherwise indicated, and shall plan, schedule, coordinate and ensure effective performance of, and conformance to, all aspects of the work statement contained herein.

### 02. CONTRACT TYPE

Services shall be furnished via Blanket Purchase Agreement (BPA) with fixed hourly rates against GSA FSS Contract 084.

### 03. ESTIMATED QUANTITIES

The Post Coverage Exhibits previously provided are the basis for the Estimated Quantities of Guard Coverage included on this Pricing Schedule. Those Exhibits reflect the current recurring coverage in the described areas and are provided for estimating purposes only and will be subject to changes reflected in the actual orders issued and modifications thereto. BPA holders will be paid only for services ordered and performed at the established hourly rates. The Government has the unilateral right to add, decrease, cancel, or modify services stated in each task order issued at the established unit prices, as long as the change is within the scope of the BPA and the task order.

### 04. PRICES

#### A. Department of Labor (DOL) Wage Determination (WD) and/ or Collective Bargaining Agreement (CBA)

The minimum wage rates and fringe benefits applicable to the initial period of performance are outlined in the Department Of Labor (DOL) Wage Determinations and/or Collective Bargaining Agreement (CBA) included within this BPA..

1. The minimum wage rates and fringe benefits applicable to the Base Year, in accordance with the Service Contract Act, are outlined in the applicable U.S. Department of Labor Wage Determinations and Collective Bargaining Agreements. The Wage Determinations to be incorporated are: CBA-2008-1934; Massachusetts Wage Determination 2005-2255 revision 6; Massachusetts and New Hampshire Wage Determination 2005-2257, revision 6; New Hampshire Wage Determination 2005-2339, revision 6; Maine Wage Determination 2005-2241, revision 5; CBA-2008-1935.

2. The applicable job classification under this solicitation is: **Guard II Armed Guards**. These classifications reflect the minimum wage rates that the Contractor must pay to all employees working under the BPA. 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.

i.

## **B. Unbalanced Pricing**

Each contractor is cautioned that its pricing proposal may be rejected as non-responsive to the solicitation requirements if it is materially unbalanced as to prices for the Base Year or any option period. A pricing proposal is considered to be materially unbalanced when it is based on prices that are significantly less than cost for some work and prices that are significantly overstated for other work.

## **C. Definitions**

1. Basic Services – Basic services are the permanent ongoing services specifically included in the call(s) at time of award or added through modification. For these services, the Contractor shall be compensated using the Basic Services Rates.

2. Temporary Additional Services - During the term of the BPA, the Government may have requirements for temporary additional services (TAS) beyond the basic requirements. Due to the nature of these services, the Contractor may be required to provide them with little advance notice. In such circumstances, the Contractor shall be compensated using the TAS rate for any temporary additional services requested less than 72 hours prior to the required start of such service. If applicable, the Contractor will be compensated at the TAS rate for a maximum of 72 hours after the start of such services. If the services are still required beyond 72 hours of performance the Basic Service Rate shall apply.

- a. In the event other agencies contact the Contractor to request Temporary Additional Services under a task order, the Contractor shall notify the FPS COTR and Contracting Officer immediately.
- b. This temporary Additional Service provision is intended to satisfy the Government's short term, non-recurring needs for service. Should a continuing need for additional service arise, a contract modification will be issued by the government to provide for those services.

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

## **II. PACKING AND MARKING**

### **01. PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the Contracting Officer's Technical Representative shall be paid by the Contractor.

### **02. MARKING**

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative shall clearly indicate the contract number of the contract for which the information is being submitted.

## **III. INSPECTION AND ACCEPTANCE**

### **01. CONTRACTOR'S RESPONSIBILITY**

The Contractor shall provide for all day-to-day supervision, inspection and monitoring of all work performed to ensure compliance with the task order requirements. The results of inspections conducted shall be documented in an inspection report for submission to the Government. The Contractor shall follow through to assure that all Government and Contractor identified defects or omissions of task order requirements are corrected.

**02. FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE  
(AUG 1996)**

- A.** Definition - "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B.** The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires
- C.** The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- D.** If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E.** If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may:
  - 1. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and**
  - 2. Reduce the contract price to reflect the reduced value of the services performed.**
- F.** If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
  - 1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or**
  - 2. terminate the contract for default.

**IV. DELIVERIES OR PERFORMANCE**

**01. TERM OF CONTRACT**

After BPA award the Contractor shall be given notice to proceed on individual task orders and shall provide all contractual services, subject to the availability of appropriations if applicable, (see the Clause FAR52.232-18, Availability of Funds (APR 1984), contained within the Request for Quotes), commencing on the date specified in the notice to proceed. **Performance periods under this BPA shall be as follows:**

Performance Period 1: 8/18/2008 to 8/17/2009  
Performance Period 2: 8/18/2009 to 8/17/2010  
Performance Period 3: 8/18/2010 to 8/17/2011  
Performance Period 4: 8/18/2011 to 8/17/2012  
Performance Period 5: 8/18/2012 to 8/17/2013

## **02. OPTION TO EXTEND SERVICES**

If it is determined by the Government that, for administrative, technical, legal, or other reasons, award of a successor contract cannot be made on a timely basis, the Government shall have the unilateral option of extending the services of this BPA. Such notice of intent to extend service shall be given to the Contractor in writing at the earliest possible time, but not less than 15 days prior to the task order expiration date (see FAR clause 52.217-8, "Option to Extend Services" contained within the BPA). It is understood that exercise of this option will be only for sufficient time to complete award and/or give notice to proceed to the follow-on Contractor and that extension of service shall in no event exceed six months. The prices to be paid during the extension period shall be established solely in accordance with FAR clause 52.222-43, "Fair Labor Standards Act and Service Contract Act---Price Adjustment (Multiple Year and Option Contracts)", contained within the BPA.

## **03. FAR 52.242-15 STOP-WORK ORDER (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts

justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## V. CONTRACT ADMINISTRATION DATA

### 01. SUBMISSION OF INVOICES

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

**a. By mail:**

DHS, ICE  
Burlington Finance Center  
P.O. Box 1279  
Williston, VT 05495-1279  
Attn: FPS Region I 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 these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and **shall** be notated on every invoice submitted to FPS to ensure prompt payment provisions are met. The FPS Region shall also be notated on every invoice. To assist in timely payment, it is also recommended that the contractor provide the Accounting Transaction Number (also known as the "PJ" number) on the submitted invoice.

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

"...An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;  
(viii) Name, title, and phone number of person to notify in event of defective invoice; and  
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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

3. All contractors are required to register in the Central Contractor Registration (CCR). This can be performed via the internet at <http://www.ccr.gov>.

4. Invoices shall separately list amounts due for basic and temporary additional services.

## **02. PAYMENTS**

A. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30<sup>th</sup> calendar day after receipt of a proper invoice or date of receipt of services, whichever is later. In the event the task order begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month.

B. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this BPA. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this task order and for adjustments for deficiencies in the performance of work. In no event shall contractor invoice or FPS be obligated to pay for any hours in excess of the amount identified within a task order (inclusive of all modifications).

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

D. To verify the monthly payment for productive man-hours, the CO's designated representative may compare the man-hours required in the task order with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor and funded on the contract/task order. If variances are noted between the invoice and



the DHS Form 139, the Government will propose a contract deduction. For example, If the task order required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the DHS Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

**Any inquiries regarding payment shall be directed to the COTR and/or CO.**

### **03. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE**

#### **A. Deductions for Failure to Provide Man-hours**

- ii. To compute man-hour deductions the Contracting Officer's Representative will compare the man-hours reported by the Contractor with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved Sign-in/Sign-out forms.
- iii. Reduction at Post – In the event that posted guards were released or were not required to report due to weather closure, Presidential declared holiday, or similar unforeseen occurrence, payments will be made only for the hours actually worked.
- iv. In the event the Contractor reports more hours than are reflected on the DHS Form 139, or any other approved Sign-in/Sign-out form, the approved form will prevail. For example: If the weekly report submitted by the Contractor indicates that an employee worked 8 hours and the sign-in/sign-out form shows that employee as having been in the building 5 hours, the 5 hours will prevail and a deduction will be taken for the 3 hours not furnished. In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for labor, deductions will be made at the current base hourly rate.

#### **B. Contractor Use of DHS Form 139, or Approved Alternate**

The Contractor shall maintain, on a daily basis, all applicable DHS Form 139's, or approved alternate, to document personnel attendance. The original copy must be maintained at a location accessible to the COTR or designee. The Contractor shall incorporate and certify that the data contained on the approved sign-in form is accurate, complete and in agreement with the hours presented on their invoice. (Facsimile copies of completed DHS Form 139's may not be used for this purpose.)

### **04. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION**

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

1. The CO for this RFQ and resultant award is: To Be Determined
2. Administrative Contracting Officer will be assigned after award of the order.
3. The CO has the overall responsibility for the administration of the order. The CO alone is authorized to take action on behalf of the Government to amend, modify or deviate from the order terms and conditions; make final decisions on unsatisfactory performance; terminate the order for convenience or default; and issue final decisions

regarding questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

**B. Contracting Officer's Technical Representative (COTR)**

1. The COTR for the order is:

Donald Granahan

2. The COTR is designated to assist the CO in the discharge of their responsibilities when they are unable to be directly in touch with the BPA Call Order work. In the event that the COTR is absent or unavailable, another COTR Alternate will be designated. The responsibilities of the COTR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the BPA Call Order, acting as the Government's representative in charge of work at the site(s); ensuring compliance with the BPA Call Order requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.

3. After award of the BPA Call Order, the CO will issue a written Delegation of Authority memorandum to the COTR that details the scope of duties the COTR is authorized to perform and manage. The COTR cannot make any decisions regarding the performance of the task order except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.

4. The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not part of the BPA Call Order or part of the COTR's designated duties as outlined in the memorandum. The CO will then make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.

**VI. CONTRACT CLAUSES**

**In addition to the contract clauses in the General Services Administration's Schedule 84 (Solicitation: 7FCI-L3-030084-B Refresh 5), the following clauses from the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) are incorporated into this BPA.**

**01. Clauses Incorporated by Reference. The following Clauses are incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.**

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.209-5	Certification Regarding Debarment, Suspension Proposed	

52.209-6	Debarment, and Other Responsibility Matters Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2001 SEP 2006
52.212-4	Contract Terms and Conditions-Commercial Items	FEB 2007
52.222-24	PreAward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-18	Availability of Funds	APR 1984
52.245-1	Government Property	JUN 2007
52.245-1 Alternate I	Government Property	JUN 2007
52.245-9	Use and Charges	JUN 2007
3052.204-70	Security Requirements for Unclassified Information Technology Resources	JUN 2006
3052.211-70	Index for Specifications	DEC 2003
3052.215-70	Key Personnel or Facilities	DEC 2003
3052.219-70	Small Business Subcontracting Reporting Program	JUN 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	DEC 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	DEC 2003
3052.228-70	Insurance	DEC 2003
3052.242.71	Dissemination of Contract Information	DEC 2003
3052.242-72	Contracting Officer's Technical Representative	DEC 2003
3052.245-70	Government Property Reports	JUN 2006

**02. Clauses Incorporated by Full Text**

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

This contract is subject to the written approval of the Contracting Office, and shall not be binding until so approved.

**FAR 52.204-9 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

**FAR 52.232-11 Extras (APR 1984)**

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

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

The Government contemplates award of a Blanket Purchase Agreement (BPA) with fixed hourly rates against General Services Administration (GSA) Federal Supply Schedule Contract 084 resulting from this Request For Quotes.

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

The Government may require continued performance of any services within the limits and at the rates specified in the BPA. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days before the BPA expires.

(End of clause)

**FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

<u>EMPLOYEE CLASS</u>	<u>HOURLY MONETARY WAGE</u>	<u>% OF BASIC HOURLY RATE AS FRINGE BENEFITS</u>	
<b>Guard 2 (armed)</b>	<b>\$XXXX</b>		
<b>Guard 2</b>	<b>\$18.43</b>	<b>Retirement</b>	<b>24%</b>
		<b>Health Ins</b>	<b>3.5%</b>
		<b>Life Ins</b>	<b>0.5%</b>

SICK LEAVE REQUIRED BY LAW:

13 days of sick leave per year

PAID HOLIDAYS PROVIDED BY LAW:

- v. New Year's Day
- vi. President's Day
- vii. Martin Luther King's Birthday
- viii. Memorial Day
- ix. Independence Day
- x. Labor Day
- xi. Columbus Day
- xii. Veterans Day
- xiii. Thanksgiving Day
- xiv. Christmas

VACATION OR PAID LEAVE AS REQUIRED BY LAW:

(1) 2 hours of annual leave each week for an employee with less than three years of service.

(2) 3 hours of annual leave each week for an employee with three but less than 15 years of service.

(3) 4 hours of annual leave each week for an employee with 15 or more years of service.

**WAGE DETERMINATION:**

The various classes of service employees who will be employed in the performance of the contract(s) issued as a result of this Request for Quote must be paid the minimum monetary wage and shall be furnished fringe benefits that are in accordance with the applicable Wage Determinations and/or CBA for the particular area where a task order will be performed. Wage determinations are issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4-3 of 29 CFR Part 4 and will be provided with the individual task orders issued under the resultant contract(s). Contractors are fully responsible for compliance with the requirements of SCA and other labor laws as applicable. Payment of employees at less than the minimum required wages and/or fringe benefits are a violation of SCA.

(End of clause)

**FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Homeland Security  
Federal Protective Service  
Attn: Alexandra Rajkowski-Reyes  
701 Market Street  
Suite 4200  
Philadelphia, PA 19106

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

(End of clause)

**FAR 52.237-1 - SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site(s) where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site(s) constitute grounds for a claim after contract award.

(End of clause)

**FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation.  
(APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.  
(End of clause)

**FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of provision)

**3052.204-71 Contractor employee access (JUN 2006)**

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (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.

(End of clause)

#### HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 06)

(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.

## INSURANCE REQUIREMENT

a. Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. Automobile liability insurance, written on the comprehensive form of policy, is required in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

Note: The clause "Insurance" requires that "**The United States of America, acting by and through the Federal Protective service**" be named as an additional insured for general liability.

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

### (1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

### (2) GENERAL LIABILITY

The contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence and \$50,000 per occurrence for property damage.

### (3) AUTOMOBILE LIABILITY

The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United

States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) HAZARDOUS MATERIALS

Hazardous Materials - Catastrophic Insurance - Occurrence Type Insurance. The Contractor shall carry occurrence insurance to cover claims involving the removal, transportation, and disposal of the asbestos and or PCB materials and contaminated removal equipment. The coverage shall be a minimum of \$1,000,000 per occurrence for all projects. This insurance coverage shall survive the period of performance of this contract and beyond until such time as is reasonable that a claim may arise out of the work that was performed, all materials and hardware so contaminated are satisfactorily placed in the ultimate disposal facility or incinerated and compliance with all legal and environmental requirements have been accomplished.

Note: Paragraph (4) above applies only if asbestos and /or PCB materials are removed, transported or disposed of.

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

(End of clause)

**HSAR 3052.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES  
(NOVEMBER 2004) (DEVIATION)**

(a) "Sensitive Information" means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 USC sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual: or

(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or

(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information, which:

(i) if lost, misused, modified or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 USC section 552a; and,

(ii) if provided by the government to the Contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites and internet sites.

(c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer.

Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this required is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

### **III. LIST OF EXHIBITS**

<b>EXHIBIT</b>	<b>TITLE</b>
1	Productive Requirements Including Post Hours and Location
1A	List of required administrative forms to be used by the Contractor including time and attendance, property accountability, Lautenberg Amendment form, duty log, etc.
1B	Lautenberg Statement
2A	Contractor Furnished Communication Equipment Requirements
2B	Contractor Furnished Vehicle Requirements
2C	Contractor Furnished Uniform Requirements
2D	Contractor Furnished Supplementary Equipment Requirements
2E	Contractor Furnished Weapons and Ammunition
3A	Government Furnished Communication Equipment Requirements
3B	Government Furnished Vehicle Requirements
3C	Government Furnished Uniform Requirements
3D	Government Furnished Supplementary Equipment Requirements
3E	Contractor Furnished Weapons and Ammunition
4	Contractor's Training Schedule and Plan
4A	Basic Training Subjects to be Presented by the Contractor
4B	Supervisory Training Subjects to be Presented by the Contractor
4C	Training Subjects to be Presented by the Government
4D	Contractor Provided Refresher Training
4E	Contractor Provided Basic Weapons Training and Qualifications
4F	Contractor Provided Annual Refresher Weapons Training and Qualifications
5A	Contractor's Certification of Basic Training
5B	Contractor's Certification of Supervisory Training
5C	Contractor's Certification of Government Provided Training
5D	Contractor's Certification of Refresher Training
5E	Contractor's Certification of Basic Weapons Training
5F	Contractor's Certification of Annual Weapons Refresher Training
6	Contractor's Certification of Contract Employee Eligibility Requirements
6A	Standard Form (SF) 78, Certificate of Medical Examination
6B	Key Personnel Resume
6C	Security Suitability Requirements

**EXHIBIT 1**

**PRODUCTIVE REQUIREMENTS (GUARD II) INCLUDING POST HOURS AND LOCATION**

**\*\*BUILDING LOCATIONS WILL BE PROVIDED TO AWARDEE AT TIME OF AWARD\*\***

A. EFFECTIVE DATES: \_\_\_\_\_ LOCATION: \_\_\_\_\_ BLDG NO: \_\_\_\_\_

<b>Location/Description</b>	<b>Post</b>	<b>Tour of Duty</b>	<b>Total Daily Hours</b>	<b>Days Per Week</b>	<b>Armed/ Unarmed (A/U)</b>	<b>Suitability Level</b>

**TOTAL ANNUAL PRODUCTIVE HOURS: \_\_\_\_\_**

**EXHIBIT 1 (CON'T)**

**SUPERVISORY REQUIREMENTS INCLUDING POST HOURS AND LOCATION**

B. EFFECTIVE DATES: \_\_\_\_\_ LOCATION: \_\_\_\_\_ BLDG NO: \_\_\_\_\_

Location/Description	Post	Tour of Duty	Total Daily Hours	Days Per Week	Armed/ Unarmed (A/U)	Suitability Level

**TOTAL ANNUAL SUPERVISORY HOURS: \_\_\_\_\_**

**EXHIBIT 1A**

**REQUIRED ADMINISTRATIVE FORMS**

<b>Form Number</b>	<b>Form Title</b>
DHS 11000-6	Non-Disclosure Agreement
I-9	Employment Eligibility Verification
SF-85P	Questionnaire for Public Trust Positions
SF-85PS	Supplemental Questionnaire for Selected Positions
FD-258	Fingerprint Application Card
GSA 3155	Offence/Incident Report
DHS 176	Statement of Personal History
SF-78	Certificate of Medical Examination
	Security Guard Duty Register
139	Record of Time of Arrival and Departure from Building
	24-hour Duty Log
	Equipment Performance Test Report
2580	Security Post Assignment Record

# EXHIBIT 1B

## Lautenburg Statement

### Public Law 104-208 & Title 18 USC Sections 921, 922 and 925

1. Public Law 104-208 has amended Title 18, United States Code, Sections 921, 922 and 925, making unlawful for any person convicted of a misdemeanor crime of domestic violence (spouse abuse, parent abuse, child abuse, etc.) to ship, transport, possess or receive firearms or ammunition. Presently, there are no exceptions or time limits included in this law.
2. Therefore, anyone ever convicted of the subject crime(s) would be affected by its provisions. Since a person convicted of a misdemeanor crime of domestic violence can NOT possess a firearm or ammunition, such a person may NOT perform as an armed Contract employee.

3a. Have you ever been convicted of a misdemeanor crime of domestic violence, as defined by 18 U.S.C. §921(a)(33)?

YES \_\_\_\_\_ NO \_\_\_\_\_

3b. If you answered YES, provide the following information with respect to each conviction:

- a. Court/Jurisdiction:
- b. Docket/Case Number:
- c. Statute/Charge:
- d. Date Sentenced:

3c. I certify that, to the best of my information and belief, all of the information provided by me here is true, correct, current, 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 18 U.S.C. §1001.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print your complete legal name)



## EXHIBIT 2A

### CONTRACTOR FURNISHED COMMUNICATION EQUIPMENT REQUIREMENTS

#### 1. Facilities: Exhibit 1

**2. Equipment:** The Contractor shall provide as a minimum each site with one (1) communication device. This device must be capable of communicating with the COTR, local rescue and law enforcement as well as the contractor's supervisory officials. Sites with two or more officers require communication devices with the ability to communicate among all the contract officers at that site. The contractor will advise the government of the equipment to be used and issuances in the start up transition paperwork.

Note: Government telephones (hard line) should not be considered as part of the contractor communications plan.

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

Type of Equipment	QTY
Vendor provided information Per each Facility	

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

**4. Normal, Emergency and Continuous Communications:** All two-way portable radio units must have the capability of transmitting and receiving clear and concise vocal transmissions between the security guard, Federal Protective Service law enforcement personnel, supervisory personnel and the Contractor's

base station. The Contractor's base station must be a local licensed place of business within the State of Connecticut for the purpose of having the capability for two-way communications between the Contractor and the Contractor's supervisory and security guard personnel who are assigned to this Contract.

5. The Contractor will provide a listing of radio(s) and associated equipment to be used on this Contract to the Contracting Officer's Representative.

**EXHIBIT 2B**

**CONTRACTOR FURNISHED VEHICLE REQUIREMENTS**

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

The Contractor shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the company, and shall be equipped with a rotation emergency roof light in compliance with applicable state and local laws. The vehicle(s) shall be available at all times during the life of the contract, and must be replaced immediately by a replacement vehicle if removed from operation for any reason(s). It is the Contractor's responsibility to register, insure, and provide proper maintenance for the vehicle(s). The vehicle(s) shall be equipped with a 10 – 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The vehicles shall be equipped with a conventional, universal first aid kit with Airway pack, Cling bandages, and a minimum of two bite sticks.

**2. Vehicle Requirements:**

<b>Vehicle Type</b>	<b>Estimated Daily Hours</b>	<b>Days Per Week</b>	<b>Estimated Miles Per Day</b>
No Vehicles Required			

## EXHIBIT 2C

### CONTRACTOR FURNISHED UNIFORM ITEMS

**1. Facility: Exhibit 1**

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

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

**3. Uniform Requirements:**

Uniform Components	Description / Color	QTY
Shirt, long sleeve	Insignia, shoulder patch	5
Shirt, short sleeve	Insignia, shoulder patch	5
Trouser, all season weight		3
Necktie (clip on / break away)	*	2
Jacket, winter, patrol type (Reefer style)	*	1
Cap	Frame style cap	1
Gloves, winter (pair)	*	1
Pistol belt without shoulder strap		1
Level II firearm retention holster - armed security guards/supervisors only (may change based on weapons spec selected)	Slide on belt type with hammer safety strap, left/right, as required.	1
Ammunition clip		3
Ammunition clip belt holder (Armed security guards only) (may change based on weapons spec selected)		2
Duty Belt "Keepers"		4
Expandable or straight Police Baton with holder		1
Handcuffs (pair) and keys		1
Handcuff case		1
Key strap with flap (if needed)		1
Whistle, with chain attachment	Metal	1
Metal frame cap ornament	White (non-supervisory) Gold (supervisory)	
Nameplate	2-1/2" x 5/8", with 1/4" lettering Gold metal with rounded edges. Black or blue lettering	2

Uniform Components	Description / Color	QTY
	(First initial and last name)	
Shoes	Pair, Low Quarter Black	1
Micro shield – CPR with belt holder		1

## EXHIBIT 2D

### CONTRACTOR FURNISHED SUPPLEMENTARY EQUIPMENT REQUIREMENTS

1. Facility: All Task Sites

2. Supplementary Equipment: Contractor Furnished Equipment Items

The Contractor shall furnish the following supplemental equipment items for each guard, post, or location as indicated to all productive and supervisor security guards performing on the Contract. The Contractor shall maintain all equipment in a ready and usable condition.

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY
Flashlight / with Holder	Two-D-cell type	1 per Guard
Notebook & Pen		1 per Guard
Traffic Control Safety Apparel	Reflective vest, gloves, traffic batons etc. (inclement weather clothing) – raincoats, cap cover, overcoats, over shoes and mittens, etc. (shall be used as appropriate) Style shall be compatible to uniform style.	

## EXHIBIT 2E

### CONTRACTOR FURNISHED FIREARMS AND AMMUNITION

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

#### Firearms and Ammunition

- a. Firearms shall be furnished by the Contractor to equip each armed guard and supervisor with their own individually assigned firearm. Firearms shall be issued to each individual and not to the post(s) to which they are assigned. All weapons must be new (not used or refurbished) and the property of the contractor. Personal weapons shall not be used. The firearms shall be a fixed site revolver, .38 caliber, Smith and Wesson Model 13, or equal with the following salient characteristics: firing pin block; sear disconnect; and speed loaders. Level 2 holsters shall be provided by the Contractor. Appropriate and ample supplies of firearms maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor and at the Contractor's expense. Firearms shall be inspected and test fired by the Contractor prior to issuance to guards. The Contractor must fire a minimum of 36 rounds through each weapon to ensure they are in sound condition prior to issuing the weapon. Contractors may be required to submit proof that the firearms being issued are not used or refurbished and have been test fired as described above.
- b. The Contractor's employees shall inspect their assigned firearms at the commencement of each tour of duty. Each firearm shall be cleaned and oiled regularly to ensure optimum operating conditions. Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning of firearms shall take place in designated areas only.
- c. The Contractor shall provide the Contracting Officer's Technical Representative (COTR) prior, to the contract start date, a list of the serial numbers of all firearms that will be used on the contract. The Contractor shall keep the list current. The Contractor shall document and forward any changes to the Contracting Officer's Technical Representative (COTR) within one (1) week of the change.

- d. In the event that a firearm is lost or stolen, the Contractor shall notify the FPS Control Center immediately and shall relate all the particulars known regarding the loss or theft of the weapon. Additionally, the Contractor shall provide a preliminary detailed report, GSA Form 3155, to the Contracting Officer's Technical Representative (COTR) within eight hours of the incident, including the date and time of the incident along with the serial number for the replacement weapon.
  
- f. Ammunition for authorized firearms shall be provided by the Contractor. Each armed guard shall be issued 18 rounds of 110 grain +P jacketed hollow point type ammunition upon entering duty. Six rounds shall be loaded into the revolver and the remaining 12 rounds shall be contained in two **speed-loaders**.
  
- g. The Contractor shall not store any weapons or ammunition at any of the BPA task sites. The Contractor shall insure that his employees secure and carry their weapons in compliance with state and local laws.  
**All firearms and ammunition, when not issued for duty, shall be secured by the contractor / guard in a manner consistent with state and local laws, codes, and regulations.**  
The contractor will have on-hand a sufficient quantity of appropriate and compatible ammunition to provide to all security guards, including part-time and reserve guards with forty (40) rounds each. In addition, the Contractor shall have on-hand or immediately obtainable an adequate quantity to meet the ammunition requirements for training and qualifications.



**EXHIBIT 3A**

**GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT  
REQUIREMENTS**

**1. Facilities: NOT APPLICABLE**

## **EXHIBIT 3B**

### **GOVERNMENT FURNISHED VEHICLE EQUIPMENT REQUIREMENTS**

- 1. Facility: Not Applicable**
- 2. Equipment: No Vehicles Required**

## **EXHIBIT 3C**

### **GOVERNMENT FURNISHED UNIFORM REQUIREMENTS**

- 1. Facility: Not Applicable**
- 2. Uniforms: Not Applicable**

## **EXHIBIT 3D**

### **GOVERNMENT FURNISHED SUPPLIMENTARY EQUIPMENT REQUIREMENTS**

- 1. Supplementary Equipment: Not Applicable**

**EXHIBIT 3E**

**GOVERNMENT FURNISHED FIREARMS AND AMMUNITION**

**1. Government Furnished Equipment: Not Applicable**

## **EXHIBIT 4**

### **CONTRACTOR'S TRAINING SCHEDULE AND PLAN**

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

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

## EXHIBIT 4A

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

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

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

#### 64 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of DHS and FPS as well as the role contract security guards play in facility security. Instructor will also discuss the five types of facilities and security levels.
Overview of the Roles & Responsibilities of a Contract Security Guard (CHAPTER TWO, SGIM)	1	Instructor will discuss the typical duties of a Contract Security Guard and responsibilities associated with being a contract Security guard at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1	Describe police professionalism today, including the expanding use of contract security guards and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement security guards and the contract security guards.
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and professional

### EXHIBIT 4A, Continued

Subject	Hours	Scope
		behavior by security guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract security guard is presented with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction is to be provided to the security guards that will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND	1	Instructor(s) will discuss the basic knowledge needed for the security guards to understand their own actions, and those of the people they work with in the



### EXHIBIT 4A, Continued

Subject	Hours	Scope
NINE, SGIM)		performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	2	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	1	Present the security guards with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	1	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard in a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security guard with knowledge of how guards shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices involving: confessions, self-incrimination, eyewitness identifications and complaints. Security guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force	1	Instruction will be given on the use of force,

### EXHIBIT 4A, Continued

Subject	Hours	Scope
(CHAPTER THREE AND APPENDIX FOUR, SGIM)		to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	2	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	1	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	1	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	2	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	2	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	2	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include

### EXHIBIT 4A, Continued

Subject	Hours	Scope
		discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	4	Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	1	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	3	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	2	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security guards with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTERS ELEVEN AND FOURTEEN, SGIM)	4	Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.

### EXHIBIT 4A, Continued

Subject	Hours	Scope
Workplace Violence (CHAPTER TWELVE, SGIM)	2	Instructor will discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	3	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	2	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	2	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	2	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	4	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	4	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Review & Examination	2	A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter.

**EXHIBIT 4A, Continued**

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

## EXHIBIT 4B

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

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

#### 9 Hours

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

## EXHIBIT 4B, Continued

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

## EXHIBIT 4C

### EXHIBIT 4C

#### TRAINING SUBJECTS PRESENTED BY THE GOVERNMENT

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

#### 16 Hours

Subject	Hours	Scope
Rules and Regulations	1	Discuss FPS's jurisdiction within Federal property and the Rules and Regulations under which they are operated (41 CFR 102-74). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved.
Bomb Threats and Natural Disaster Responses	2	Instructor(s) will present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the FPS Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract guards may be given training in bomb search procedures.
Report Writing, Notes and Required FPS Forms	3	Develop an understanding of the types, and Required FPS Forms requirements, and necessity of field notes and reports that will be expected from the security guard. Discuss the use, value, and purpose of reports and field notes. Special instruction



**EXHIBIT 4C, Continued**

Subject	Hours	Scope
		<p>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. Preliminary Investigation;</li> <li>b. Crime Analysis;</li> <li>c. GSA Form 1039, Record of Property Found;</li> <li>d. GSA Form 252, Found Property Tag;</li> <li>e. GSA Form 1789, Register of Visitors;</li> <li>f. Arrival and Departures;</li> <li>g. Relief Guard Register</li> <li>h. Officer and Inspectors Register;</li> <li>i. Guards Hourly Report;</li> <li>j. Special forms unique to the facility used in the performance of the Contract duties.</li> </ul>
Telephone and Radio Communications	1	<p>Instruction will prepare the security guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.</p>
Role of Local, State and Federal Police Agencies	1	<p>The security guards will be instructed in their relationship to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of Building Rules and Regulations, agency policy, special requirements of the FPS Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups.</p> <p>NOTE: For the purpose of this training, 50 minutes will be considered as one hour of instruction.</p>
X-Ray and Magnetometer Training	8	<p>Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held</p>

**EXHIBIT 4C, Continued**

<b>Subject</b>	<b>Hours</b>	<b>Scope</b>
		magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

**EXHIBIT 4D****CONTRACTOR PROVIDED REFRESHER TRAINING****TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS**

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

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

**40 Hours**

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

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

<b>Subject</b>	<b>Hours</b>	<b>Scope</b>
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	0.5	Instructor(s) will discuss the basic knowledge needed for the security guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	0.5	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	0.5	Present the security guards with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	0.5	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a security guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security guard with knowledge of how guards shall exercise their authority to detain as defined by local, state, and

Subject	Hours	Scope
		Federal regulations. Instruction will define detention procedures and legal rules governing practices and procedures involving: confessions, self-incrimination, eyewitness identifications and complaints. Security guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, SGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	0.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	0.5	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	0.5	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	0.5	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	0.5	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or

Subject	Hours	Scope
		recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	0.5	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	0.5	Acquaint the security guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Crime Detection, Assessment And Response (CHAPTER SIX, SGIM)	0.5	Acquaint the security guard with the care and caution that must be (CHAPTER SIX, SGIM) exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	0.5	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	0.5	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	1	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with

Subject	Hours	Scope
		mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security guards with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTER ELEVEN, SGIM)	2	Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	1	Instructor will discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	1	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	1	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	0.5	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	3	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.



Subject	Hours	Scope
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
X-Ray and Magnetometer	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

## Exhibit 4E

### CONTRACTOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS

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

Subject	Hours	Scope
Use of Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Maintenance, Safety, and Handling	8	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide instruction in the handling and control of the security guard’s firearm. Instruction should relate to weapons safety and handling to include: nomenclature, wearing of the weapon, care and cleaning, performing a functions check, storage, and accountability. Special emphasis must be placed on loading, unloading, and the safe lowering of a “cocked” hammer on a live round.

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

## Handgun Qualification Course

Firearms: Contract-authorized handgun and ammunition

Ammunition: Sixty (60) rounds

Target: Transtar II

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

### Course of Fire:

**See EXHIBIT 4E, Continued**

EXHIBIT 4F

EXHIBIT 4E (continued)

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).

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
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.

**EXHIBIT 4E, continued**

**PRACTICAL PISTOL COURSE**

<b>DISTANCE</b>	<b>STAGE</b>	<b>POSITION</b>	<b>MODE</b>	<b>ROUNDS</b>	<b>SHOTS</b>	<b>TIME</b>	<b>DESCRIPTION</b>
15 Yds	1	Right/Left side standing and kneeling Barricade	DA	12	3	7 Sec.	<p>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.</p> <p>Shooter unloads and reloads six rounds in kneeling position, utilizing cover. Shooter then moves to left side standing position.</p> <p>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.</p>

**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.

EXHIBIT 4E, continued

**PRACTICAL PISTOL COURSE**

<b>DISTANCE</b>	<b>STAGE</b>	<b>POSITION</b>	<b>MODE</b>	<b>ROUNDS</b>	<b>SHOTS</b>	<b>TIME</b>	<b>DESCRIPTION</b>
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**

**TOTAL ROUNDS**              60  
**POSSIBLE SCORE**            300  
**MINIMUM SCORE**            210

## **CONTRACTOR-PROVIDED ANNUAL WEAPONS REFRESHER TRAINING AND QUALIFICATIONS**

The Contractor must present and certify eight (8) hours of annual baton refresher training and annual weapons qualification using the course of fire in Section J, Exhibit 4E of this Contract. The Contractor must coordinate with the Contracting Officer for FPS to monitor the course of fire. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

**CONTRACTOR'S CERTIFICATION OF BASIC TRAINING**

**Employee's Name:**

\_\_\_\_\_

**SSN:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee has successfully completed all required Basic Training subjects including practical exercises and examinations in accordance with Section 11.2 and Exhibit 4A as required by Contract number \_\_\_\_\_.

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

The Basic Training Subjects as identified in Section J Exhibit 4A of the Contract were presented by:

\_\_\_\_\_ of

\_\_\_\_\_

(Name of Instructor)

(Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

\_\_\_\_\_

(Printed Name of Contractor's Authorized Representative)

(Signature)

(Date)

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



**EXHIBIT 5B**

**CONTRACTOR'S CERTIFICATION OF SUPERVISORY TRAINING**

**Employee's Name:**

\_\_\_\_\_

**SSN:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named supervisory employee has successfully completed all required Supervisory Training subjects including practical exercises and examinations in accordance with Section 11.2 and Exhibit 4B as required by Contract number \_\_\_\_\_.

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

The Supervisory Training Subjects as identified in Section J Exhibit 4B of the Contract were presented by:

\_\_\_\_\_ of

\_\_\_\_\_ (Name of Instructor)

\_\_\_\_\_ (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

\_\_\_\_\_  
(Printed Name of Contractor's Authorized Representative)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

**EXHIBIT 5C**

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

**Employee's Name:**

\_\_\_\_\_

**SSN:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee has successfully completed all required Government Provided Training subjects including practical exercises and examinations in accordance with Section 11.7 and Exhibit 4C as required by Contract number \_\_\_\_\_.

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

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

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Agency)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

\_\_\_\_\_  
(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

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

**EXHIBIT 5D**

**CONTRACTOR'S CERTIFICATION OF REFRESHER TRAINING**

**Employee's Name:**

\_\_\_\_\_

**SSN:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee has successfully completed all required Refresher Training subjects including practical exercises and examinations in accordance with Section 11 and Exhibit 4D as required by Contract number \_\_\_\_\_.

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

The Refresher Training Subjects as identified in Section J Exhibit 4A of the Contract were presented by:

\_\_\_\_\_ of

\_\_\_\_\_  
(Name of Instructor)

\_\_\_\_\_  
(Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

\_\_\_\_\_

(Printed Name of Contractor's Authorized Representative)

(Signature)

(Date)

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

**EXHIBIT 5E**

**CONTRACTOR'S CERTIFICATION OF BASIC WEAPONS TRAINING**

**Employee's Name:**

\_\_\_\_\_

**SSN:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Section 11.4 and Exhibit 4E as required by Contract number \_\_\_\_\_.

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

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

The Weapons Training Subjects as identified in Section J Exhibit 4E of the Contract were presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

\_\_\_\_\_  
(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

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

**EXHIBIT 5F**

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

**Employee's Name:** \_\_\_\_\_

**SSN:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Section 11.4 and Exhibit 4F as required by Contract number \_\_\_\_\_.

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

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

The Weapons Training Subjects as identified in Section J Exhibit 4E of the Contract were presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

\_\_\_\_\_  
(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

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

**EXHIBIT 6**

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

**NOT APPLICABLE  
INFORMATION BASED ON CONTRACTOR'S CERTS LOG**

MAR 07

**EXHIBIT 6A**

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

**RESERVED [INSERT ACTUAL COPY OF SF 78]**

**KEY PERSONNEL RESUME**

**Employee's Name:** \_\_\_\_\_ **SSN:**        -        -

**PROPOSED POSITION TITLE:** \_\_\_\_\_

**SUPERVISOR'S NAME:** \_\_\_\_\_

**CURRENT POSITION WITH THE CONTRACT FIRM:** \_\_\_\_\_

**TIME IN CURRENT POSITION: (Yrs. Mos.)** \_\_\_\_\_

**RESPONSIBLE FOR THE WORK OF:** \_\_\_\_\_ **PERSONS**

**DESCRIPTION OF SCOPE OF CURRENT JOB: (Use attached sheet if necessary)**

\_\_\_\_\_  
\_\_\_\_\_

**WORK EXPERIENCE:** (Beginning with the most recent for the past 10 years.)

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



**EXHIBIT 6B Continued**

**Employee's Name:**

**SSN:**        -        -

**EDUCATION SUMMARY:**

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

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

## EXHIBIT 6C

### SECURITY SUITABILITY REQUIREMENTS

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

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

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

REGISTER OF WAGE DETERMINATION 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.: CBA-2008-1934  
Revision No.: 2  
Date Of Last Revision: 2/21/2008

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State: Massachusetts

Area: Statewide

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Employed on Department of Homeland Security, Immigration and Customs Enforcement, Federal Protective Service contract for Guard II Services for Boston, Massachusetts, and Chelmsford, Massachusetts.

Collective Bargaining Agreement between contractor: MVM Incorporated, and union: International Union, Security Police and Fire Professionals of A Local 547, effective 8/21/2006 through 8/31/2008.

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

# AGREEMENT

Between



MVM, Inc.

And the

**International Union, Security Police and Fire Professionals  
of America (SPFPA) and its Local 547**

From October 1, 2006 to September 30, 2008

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**Appendix A**

**Appendix B**

## PREAMBLE

THIS AGREEMENT is fully executed by and between MVM, Inc., hereinafter referred to as the "Employer" or "Company" and the International Union, Security Police and Fire Professionals of America (SPFPA) and its Local 547 hereinafter referred to as the "Union."

## ARTICLE #1

### RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular part-time security officers assigned to the Federal Protective Service (Government" or "Client") at all downtown Boston office buildings, including but not limited to JFK, O'Neill, EPA, Bowdoin Square/OHA, Williams and 99 High Street, and the EPA, Chelmsford, Massachusetts and the (each of which shall be referred to as "Location"), employed by Employer pursuant to its Contract with the Government for the provision of security at said facilities, but excluding all managers, supervisors, office and/or clerical employees, temporarily assigned employees, substitute employees, and all non-security employees of the Employer.
- B. It is expressly understood that non-bargaining unit employees may perform bargaining unit work in critical or emergency situations, as determined at the discretion of the Employer and as allowed by the Government.

## ARTICLE #2

### MANAGEMENT RIGHTS

- A. The Employer shall retain all rights, powers, and authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to:
  - 1. Manage its operations and to direct and assign the work force;
  - 2. Determine and change the methods and manner in which services are provided;
  - 3. Introduce new methods or improved methods of operation;
  - 4. Determine the extent to which and the manner and means its business will be operated or shut down in whole or in part;
  - 5. Determine whether and to what extent any work shall be performed by employees and how it shall be performed;
  - 6. Select, hire, promote, permanently or temporarily transfer regardless of the location, demote, lay off, assign, train, suspend, terminate and discipline employees;

7. Select and determine supervisory employees;
  8. Bid or not bid, or to rebid or to not rebid, the Contract with the Government;
  9. Determine starting times, quitting times, schedules and shifts;
  10. Reasonably determine and change methods and means by which operations are to be carried on;
  11. Establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct, and to adopt new policies, work rules, regulations, practices and standards/codes of conduct;
  12. Assign duties to employees in accordance with the needs or requirements of the Government and the Employer, as determined by the Employer or the Government, and any other rights not specifically restricted by this Agreement.
- B. The exercise of the foregoing powers and rights, together with the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates of the Government. Moreover, the Employer expressly reserves the right to set all policies not otherwise set forth in this Agreement, and all prior practices between any of the employees and any other Employer are of no force and effect regarding, and are not binding upon, the Employer.

### ARTICLE #3

#### CLASSIFICATIONS

- A. Full-time employees are those employees who are regularly scheduled to work thirty-six (36) hours or more per continuous seven (7) day period, per calendar year.
- B. Part-time employees are those employees who are regularly scheduled to work less than thirty-six (36) hours per continuous seven (7) day period, per calendar year. Part-time employees are eligible for holiday pay, vacation leave benefits, sick leave, and all other benefits, on a pro rata basis in proportion to the hours they work.
- C. Part time employees are employees who are regularly scheduled for less than thirty six (36) hours based on the needs of the operation to fill unplanned open post, scheduled vacation or extended absence due to illness, injury or other emergencies. Part time employees must be available to meet unexpected open post by providing the employer a telephone were they can reached. Failure to respond to calls or report to work, on three consecutive occasions during a ninety (90) day period, will be grounds for disciplinary action up and including termination of employment.

### ARTICLE #4



## SENIORITY

- A. Seniority shall be the length of continuous service from the employee's last date of hire as a security officer on the Contract for the Employer or any preceding employer, regardless of whether the employee is a full-time or part-time employee. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, transfers, vacation schedules, extra work, overtime, assignment to new Client sites and any other terms and conditions of employment expressly bargained in this Agreement.
- B. Newly hired full-time employees, including employees hired from any predecessor or incumbent contractor, shall be regarded as probationary employees for the first ninety (90) days of work. Newly hired part-time Employees shall be regarded as probationary employees for the first one hundred and twenty (120) days of work. During their probationary period, probationary employees shall not accrue seniority under this Agreement, nor shall they be eligible for benefits except to the extent specifically required by law. The Employer shall have the right on its own or when directed by the Government to discipline, layoff, transfer, suspend, or terminate probationary Employees without limitation by the provisions of this Agreement. Such employees shall not have any recourse to the grievance procedure contained herein to challenge or object to any action by the Employer. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's most recent date of hire. Seniority of employees with the same hire date shall be ranked by month and date of birth (not year), with ties broken by birth date.
- C. Separate seniority lists for each Location will be posted and maintained by the Employer and shall be made available to the Union upon request. The lists shall note seniority by Contract and seniority by building. The Employer shall update these lists twice a year.
- D. Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employer's official records.
- E. The seniority of an Employee shall be terminated for any of the following reasons:
  - 1. The employee quits or retires;
  - 2. The employee is discharged for just cause; or
  - 3. The employee is laid off for a continuous period of one hundred eighty (180) days;
- F. Any bargaining unit employee who is transferred to a non-bargaining unit position after the effective date of this Agreement, and is later returned to the bargaining unit, shall be credited with all seniority he/she had as of the time before he/she transferred out of the bargaining unit.

## ARTICLE #5

### TRANSFER, LAYOFF AND RECALL

- A. Whenever it is necessary to layoff employees at the Site, as determined in the sole discretion of the Employer or the Government, or in the event the Employer's Contract(s) for providing security services for the Government is terminated, not extended, or not renewed, the Employer may layoff part-time, and/or full-time employees, as it deems necessary, in the following manner:
1. When full-time positions are being reduced, full-time employees will be laid-off as follows:
    - a) Probationary employees working at the Location at which the reduction is to be made shall be laid off first;
    - b) Should it be necessary to further reduce the work force, part-time employees at the affected Location shall then be laid off in the inverse order of their seniority;
    - c) Should it be necessary to further reduce the work force, full-time employees at the affected Location shall then be laid off in the inverse order of their seniority; and
    - d) Full-time employees facing layoff shall have the right to assume a part-time position, if any exist and are open. Additionally, full-time incumbents may be placed in part-time positions and part-time incumbents may be laid off to satisfy any layoff requirement.
  2. When part-time positions are being reduced, part-time employees will be laid-off as follows:
    - a) Probationary employees working at the Location at which the reduction is to be made shall be laid off first;
    - b) Should it be necessary to further reduce the work force of part-time employees at the affected Location, they will be laid off in the inverse order of their seniority.
  3. In the event of a layoff of full-time or part-time employees, the following shall apply:
    - a) If a non-probationary full-time employee is laid off, he or she may displace the most junior full-time or part-time employee, in terms of seniority, on the Contract.
    - b) If a non-probationary part-time employee is laid off, he or she may displace the most junior part-time employee, in terms of seniority, on the Contract.
    - c) Part-time employees shall not displace full-time employees under any circumstances.

- B. Employees who have been laid-off, or transferred to another Location covered by this Agreement by reason of a reduction in the work force, will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another Location in lieu of layoff by reason of a reduction in work force, or otherwise involuntarily transferred, said employee shall receive the rate of pay applicable to the position at the Location to which he/she is transferred. Additionally, that employee shall not lose his accrued seniority upon commencing work at the new Location.
- C. Laid-off employees will be recalled in accordance with this Agreement to available positions within the unit before new employees are hired. Laid-off employees declining recalls to their "home Location," defined as the position for which they bid annually and which they were awarded, will be deemed to be voluntary terminations of employment. Laid-off employees are not eligible for any compensation (other than required unemployment compensation) from the Employer.
- D. Employer shall have the sole right to involuntarily transfer an employee from one site to another under the Contract with Client to comply with the Client's request or to maintain order.
- E. Employer agrees to provide notice of at least two weeks before assigning an employee to a new Client worksite, defined as one that does not exist at the time this Agreement is signed by the parties; provided, however, that this Section shall not apply where the Employer does not receive at least two weeks notice of the new location from the Client.

## ARTICLE #6

### JOB OPPORTUNITIES

- A. If a vacancy occurs in an existing position covered by this Agreement, and the Employer chooses to fill that vacancy, the Employer shall post the job for a period of five (5) working days (excluding Saturdays, Sundays, and Holidays). Should the filling of a vacancy under this Article create a second vacancy, that vacancy shall be filled under this Article, as well. Subsequent vacancies created by application of the above, however, need not be posted.
- B. Any employee who wishes to apply for the open position shall do so in writing during the posting period, if there is a posting period for the position. The Employer will consider all applications received, and will fill the position as it deems to be in the best interest of its operations and of the needs of the Government.
- C. In the interest of maintaining continuing operations, the Employer may temporarily assign an employee to a vacant or new position until the job is filled according to this Article.

## ARTICLE #7

### GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement. The term "days" shall not include Saturday, Sunday and holidays when used in this Article.
- B. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an Employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

The parties agree that any employee having a complaint, or an employee designated by a group of employees having a complaint, is encouraged to discuss the complaint with the appropriate supervisor prior to filing a grievance. The employee may be accompanied by a Union representative if the employee so desires. The supervisor shall attempt to answer the complaint promptly, either orally or in writing.

No grievance may be filed or processed based upon facts or events which have occurred more than seven (7) working days before the grievance is reduced to writing.

- C. All grievances shall be presented and processed in accordance with the following procedure:
  1. Step One – Every effort will be made by the Employer and the Union to resolve employee concerns through informal discussion. If the grievance is not resolved informally between the employee or employees and the appropriate supervisor, the grievance shall be reduced to writing in the form provided by the Employer and presented to the Project Manager within seven (7) working days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance, the article of the CBA violated including an appropriate justification for redress, and the adjustment sought if known. The employee, the Union representative and the employee's Project Manager (or his/her designee) shall meet to discuss the grievance. The Project Manager shall give a written decision to the grievant within seven (7) working days after the receipt of the grievance.
  2. Step Two - If the grievance is not resolved at Step One, the grieving employee must refer the grievance to the Union and to the Employer's Director of Human Resources, if at all, within seven (7) working days after the completion of Step One. The grievance must be forwarded to the Employer's Director of Human Resources (or his/her designee). The Director (or his/her designee) may confer with the grievant and the Union representative,

either in person or by telephone, to discuss the grievance. The Director (or his/her designee) shall give a written decision to the grievant and the Union within fifteen (15) working days after receipt of the grievance.

3. Step Three - Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Two may be submitted to arbitration by the Employer or the Union by submitting a written request therefore to the other party within seven (7) working days after the completion of Step Two. Service of a request for arbitration upon the Employer must be made upon the Director of Human Resources (or his/her designee). If service of such request is not completed within ten (10) working days of the completion of Step Two, the grievance shall be of no further force and effect, and shall be invalid, for all purposes, and, specifically, shall not be arbitrable.
4. Only the Union (i.e., no individual grievant) may move a grievance to Step Three. The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) employee at Step 1 of the grievance procedure.
5. No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Employer's Contract(s) with the Government, or the Employer's adherence to a request of the Government, regardless of whether that request is made orally or in writing, shall be processed to Step Three because those matters are not arbitrable, nor shall the discipline, layoff, transfer, suspension or termination of a probationary employee or any other matters specified in this Agreement as not being grievable be within the arbitrator's jurisdiction.
6. The failure to follow the express steps of the procedure set forth in this Article shall result in the grievance not being arbitrable.
7. Prior to the arbitration, the Employer and the Union, and their representatives, if applicable, agree to meet telephonically or in person to attempt to clarify the issues and resolve the grievance in question.
8. Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days after the date of the receipt of the request for arbitration, the arbitrator shall be selected in accordance with the procedures of the American Arbitration Association. The location of the hearing shall be in Boston, Massachusetts at a mutually agreed upon location.
9. The Employer may request written clarification of the nature of the grievance, and the basis for the grievance, at any time, and the Union shall not unreasonably withhold such clarification.
10. The arbitrator's fee and expenses, including the cost of any hearing room, shall be borne by both parties in equal amounts. The expenses and compensation of any witness or other participant shall not be paid by the Employer, unless the witness or participant is called

by Employer. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

11. The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement or the Contract; (b) establish or modify any wage rate; (c) construe this Agreement to limit the Employer's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply law, including but not limited to the requirement of the Service Contract Act and implications of Wage Determinations as well as any other legal obligation referred to in this Agreement; or (e) consider any matter or substitute his/her judgment for that of the Government regarding a request of the Government.
12. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than ten (10) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received, but with the exception of income earned by the employee from a position that he or she held at the time of the discipline), as well as being fully adjusted by any failure on the employee's part to attempt to mitigate his/her damages. Interest, punitive damages, attorney fees and/or front pay shall not be awardable by the arbitrator. Any award of reinstatement (including back pay) shall be subject to the Government permitting the employee to return to work. Should the Government refuse to allow the employee to return to work, any award of reinstatement shall be of no force and effect, and shall not be binding on the Employer.

## ARTICLE #8

### DISCIPLINE

- A. After completion of the probationary period, no employee shall be dismissed or otherwise disciplined without just cause unless the employee is removed from working under the Employer's Contract with the Government by the Government, at the request of the Government, or if the employee's credentials are denied or withdrawn by the Government. Should a non-probationary employee wish to contest a dismissal made by the Employer (i.e., not due to an action or request of the Government), a written notice thereof shall be given to the Employer within seven (7) days of the dismissal (excluding Saturdays and Sundays) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step 2, as provided in Article #8 of this Agreement.
- B. The Company's management approach includes adhering to a sound and corrective disciplinary process. There are, generally, three levels of corrective action. The levels are:
  1. Verbal warning documented in file;
  2. Written warning;

3. Suspension without pay;
4. Termination.

However, the Employer is not limited to these levels of discipline, and may impose different corrective action, such as remedial or additional training, in its discretion. The Employer also reserves the right to institute discipline against employees beginning at any of these levels, based upon the severity of the infraction and the employee's personnel record, as determined by the Employer.

Repeated violations, regardless of their nature will not be tolerated. Once warned, employees are expected to improve their performance and/or behavior.

- C. Among the actions which shall be deemed inappropriate by the Employer, and which may result in and establish just cause for discipline, up to and including immediate dismissal, shall include violating the provisions contained in the Employer's current Standards of Conduct, the Government's performance standards as described in the contract between the Employer and the Government and the Contract Guard Information Manual, any other provision of the government contract, and the applicable Post Orders. The Employer agrees to make available for inspection at each Location a copy of these documents to the Union and employees, upon request. Additionally, examples of prohibited conduct shall include the following:

1. Abuse of authority;
2. Neglect of duties;
3. Breach of security;
4. Breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the Contracting Officer;
5. Conduct which impugns or disparages the Government or its agents, or the Employer or its agent, to the Government or to other third parties;
6. Criminal misconduct;
7. Absence from work for two consecutive working days without advising the Employer and not giving reasons acceptable to the Employer for such absence, or a similar absence on three non-consecutive work days within any sixty-five calendar day period;
8. Failure to return to work within three working days after receipt of the Employer's notice of recall by certified mail to the last known address of such employee as shown in the Employer's records;
9. Overstaying a leave of absence or a vacation without permission from the Employer;

10. Giving a false reason for obtaining a leave of absence or being absent without approval;
  11. Having credentials withdrawn by the Government, or having the Government ask that the employee be removed from working under the Employer's Contract with the Government; and
  12. Failing to maintain or satisfy current physical or medical requirements, including but not limited to satisfying any and all medical or physical requirements or standards of the Government and the Employer.
  13. Abandoning a post or leaving Federal property without proper authorization or completing applicable documentation.
  14. Failing to properly secure a weapon in an approved weapons storage container when the weapon is not on your person.
- C. Acknowledgement of receipt of discipline shall not constitute admission of guilt on the part of the employee. Furthermore, the Employer shall forward a copy of every disciplinary notice to the Chief Steward upon request of the employee.

#### ARTICLE #9 TRAINING

- A. Employer shall pay the cost of Federal, State, or Client-mandated training and shall compensate employees at their regular straight-time hourly rate for actual time spent training.
- B. Employees will be required to attend training programs and seminars that the Employer may offer from time-to-time in order to improve the services offered, as well as the skills of the employees. The Employer shall provide at least two weeks notice for training. The training programs shall be paid by the Employer. Employees who are not available for scheduled training due to an emergency or leave pursuant to this Agreement will make-up said training at the time and place identified by the Employer anywhere within seventy-five (75) miles of the employee's Location; provided, however, that employees are required to attend all training programs related to qualifications for working on the Contract or licensing requirements on the dates and times scheduled by MVM and/or the Government, regardless of any conflicts with the dates and times they have.

#### ARTICLE #10

#### HOURS OF WORK AND OVERTIME

- A. For the purpose of this Article, a regular workweek of thirty-six (36) hours of work, including lunch periods, shall constitute a normal full-time workweek for full-time employees. Employees scheduled to work for full eight (8) hour shifts shall normally receive



a paid lunch period of at least thirty (30) minutes, not more than five (5) hours into the shift. Employees scheduled to work full twelve (12) hour shifts shall normally receive a paid lunch period of at least thirty (30) minutes, not more than seven (7) hours into the shift. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Employer or the Government. Where practicable, the Employer shall provide notice to the Union in advance of any schedule change. To the degree that shifts and schedule times are within its control, the Employer shall advise the Union in advance of any change. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week.

- B. An overtime rate of one and one-half (1.5) of an employee's base pay (as defined in Attachment A to this Agreement) shall be paid for all hours worked in excess of forty (40) hours in a workweek. The Company will comply with all State and Federal laws concerning overtime.
- C. Scheduled overtime shall be posted and distributed to all employees in an equitable and fair basis. In that regard, the Employer will post an overtime list at each Location covered by this Agreement. Any unit employee may sign up on any of the lists to be called for overtime opportunities. Employees may join or remove themselves from any voluntary overtime list at any time.
  - 1. Overtime will be distributed by building, beginning with the most senior employee in that building on the list of employees volunteering to serve overtime. If that employee agrees to work overtime on a particular occasion or declines to work overtime, he or she shall cycle to the bottom of the building seniority list. When the next overtime opportunity arises, the person, on the list, at the top of the building seniority list shall be called, and shall thereafter cycle to the bottom of the list. This list shall continue to revolve. If the Employer is unable to reach the employee when he or she is reached on the overtime list, he or she shall not lost their place on the list, and shall remain there until they work or refuse to work overtime.
  - 2. If the Employer is unable to obtain any employees in that building to work overtime, the Employer will then look at the building's overtime list and call those employees who work in other buildings, in order of their seniority, in accordance with the same procedure described in the preceding paragraph. If the Employer still is unable to obtain anyone to cover the overtime obligation, the Employer retains the right to assign and require the least senior personnel within the building to work the required overtime.
  - 3. In critical and/or emergency circumstances, as determined by the Government and/or the Employer, employees may be assigned from any building to provide the necessary post coverage without regard to the seniority process or, as determined by the Employer and/or the Government, supervisors or subcontractors may be assigned to provide the necessary post coverage.
  - 4. The Employer further agrees to make overtime lists available to the Union, upon request.

5. All overtime shifts at the 99 High Street and the Williams Building worksite shall be distributed via the overtime list at the EPA-Boston worksite. All overtime for One Bowdoin Square shall be distributed via the overtime list at the O'Neill worksite.
- D. Hours of work for part-time employees shall be determined by the Employer, subject to Government requirements and approval, to ensure the orderly and efficient operation of government security services. Failure to accept assignments when not excused by the Project Manager or pursuant to a leave provision of this Agreement shall be grounds for discipline up to and including discharge.
- E. Provided the Employer provides the Union with at least two (2) weeks prior notice, each employee may be required to use an electronic sign in/out attendance system when reporting for duty. This form of reporting will be used to check in and out for lunch if the employee leaves the post or building, and to check out at the end of the employee's shift. Each employee shall be responsible for reporting in and out for attendance purposes. If the electronic system is not in use, the same requirement applies to a manual procedure. Moreover, the parties agree that all unit members must properly complete and sign a Government Form 139 on a daily basis in order for them to be paid, and that all employees are not entitled to be paid until such a form is properly completed.
- F. Under normal circumstances, there shall be two fifteen (15) minute paid rest periods for each eight-hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. The supervisors will coordinate the scheduling of breaks. Working during one's break without prior approval from a supervisor shall not constitute overtime pay. For each twelve (12) hour shift, there shall be three fifteen (15) minute paid rest periods when properly relieved, and one (1) thirty minute paid lunch.
- G. Schedules, whenever possible, will be posted three (3) weeks in advance, except that holiday schedules will be posted four (4) weeks in advance, whenever possible.

When changes to the schedules are necessary, the Employer agrees to give as much notice as possible. An employee is required to notify the designated call-in site, as designated by the Employer, whenever he/she will not be reporting for work, in the following manner: (1) two hours before his shift begins, if it begins between 6:00 a.m. at 8:00 a.m.; and (2) four hours before his shift begins, for all other shifts.

ARTICLE #11  
HOLIDAY

A. Whenever the term "holiday" is used it shall mean the Federally recognized holidays of:

New Year's Day	Martin Luther King, Jr.'s Birthday
Presidents' Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Christmas Day	

- B. A full-time employee who is not required to work on a holiday shall be paid eight (8) hours of holiday pay at his/her base hourly straight time rate, exclusive of any shift or overtime premium. An employee who is on unpaid leave of absence shall not receive holiday pay.
- C. Any full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and in addition shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 2, above.
- D. An employee who is scheduled to work on a holiday and fails to report for such work shall forfeit the employee's holiday pay. In order to receive pay for a holiday, the employee must be in a pay status on the day before and the day after the holiday.
- E. Any regular part-time employee who works as scheduled on a holiday shall receive the employee's regular rate of pay for all hours worked plus prorated holiday pay based on the prior week's hours of work.
- F. Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in Section 2, above, shall be paid only a proration of the full-time benefit based on their prior week's hours of work divided by forty (40).
- G. All Holidays will be observed on the day that the Federal Government recognizes the Holiday.

ARTICLE #12

VACATIONS

- A. Upon completion of one year of service under the service contract, fulltime employees covered by this Agreement shall as of their anniversary date have earned two (2) weeks or 80 hours of paid vacation per year.

- B. Full-time employees covered by this Agreement who have been continuously employed under the Contract for more than five (5) years shall as of their anniversary date begin to earn three (3) weeks paid vacation per year.
- C. Full-time employees covered by this Agreement who have been continuously employed under the Contract for more than fifteen (15) years shall as of their anniversary date begin to earn four (4) weeks paid vacation per year.
- D. Part-time employees shall earn vacation leave on a pro rata basis.
- E. Consistent with Company approval, efficiency, and economy of operations, employees with two (2) or more weeks' vacation may take their vacation in segments of less than one (1) week each, with prior approval of his supervisor and the Project Manager.
- F. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date and based upon seniority per Location; vacation assignments are exclusively reserved for determination by the Company in order to ensure the orderly operations of the customer's facilities. The Company shall solicit vacation bids by seniority in May and November.
- G. Vacation time must be taken within the year following the year in which it was earned. If vacation is not scheduled by the Employee, the Employer may schedule vacation using reverse seniority for the time slots available. Cash out in lieu of vacation is not permitted unless the employee is prevented from taking vacation due to the operational needs of the contract.

## ARTICLE #13

### LEAVES

- A. Full-time employees shall be entitled to receive up to three (3) days of paid leave per Government contract year for purposes of serving on a trial or grand jury. In order to be paid for the benefit, an employee must (a) provide the Location Supervisor with a copy of the applicable notice for jury duty service seven (7) days before the commencement of jury service, and (b) submit a check for all compensation received (service fee, mileage, etc.) to Employer within five (5) days of the employee's return to work from jury service. The employee will be compensated for the jury service in their next paycheck. Part-time employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.
- B. The Employer and the Union encourage employees to fulfill their civic responsibilities by voting in elections. Employees who choose to vote are encouraged to make reasonable efforts to do so at times that do not interfere with their work schedules. The Employer shall comply with all applicable laws that pertain to voting rights.

- C. An Employee who has exhausted or does not have leave may be granted up to three (3) days leave without pay per government contract year for reasons covered by 149 M.G.L. §52D, provided that he or she meets the qualification requirements of that law. Any Employee who is unable to report to work and seeks to utilize leave under this law must notify his or her Location Manager Employer at least four (4) hours prior to the beginning of his scheduled shift.
- D. Military Leave: An employee shall be granted a Military Leave of Absence in accordance with the Uniformed Services Employment and Reemployment Rights Act, and any applicable state law.
- E. Personal Leave: Unpaid personal leaves of absences for emergency or extenuating circumstances not to exceed thirty (30) calendar days per contract year may be granted at the discretion of the Employer without loss of seniority. Prior to granting a personal leave the employee must have exhausted all paid leave. Any leave from this article obtained through the presentation of false information will be grounds for immediate termination.

#### ARTICLE #14

### FAMILY AND MEDICAL LEAVE ACT

#### LEAVES OF ABSENCE PURSUANT TO THE FAMILY AND MEDICAL LEAVE ACT AND THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

- A. The Employer will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in the relevant state or federal laws.
1. Employees must contact their Project Manager as soon as they become aware of the need for a family and medical leave.
  2. To be eligible for family and medical leave benefits, an employee must: (1) have worked for the Employer for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a location where at least 50 employees are employed by the Employer within 75 miles.
  3. Eligible employees may receive up to a total of 12 workweeks of unpaid leave during a rolling 12-month period. A 12-month period begins on the date of the employee's first use of federal family and medical leave. Successive 12-month periods commence on the date of an employee's first use of family and medical leave after the preceding 12-month period has ended.
  4. Leave may be used for one or more of the following reasons:
    - a) For the birth or placement of a child for adoption or foster care;

- b) To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
  - c) To take medical leave when the employee is unable to work because of a serious health condition. Under some circumstances, employees may take family and medical leave intermittently--which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.
5. Certain restrictions on these benefits may apply. For example, if an employee needs family and medical leave, he/she may be required to provide:
- a) 30-day advance notice when the need for the leave is foreseeable;
  - b) Medical certification from a health care provider (both prior to the leave and prior to reinstatement);
  - c) Periodic recertification; and
  - d) Periodic reports during the leave.
6. When leave is needed to care for an immediate family member or an employee's own serious health condition, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the Employer's operation.
7. Family and medical leave is unpaid. Moreover, the Employer requires that employees to use all accrued paid leave (such as paid time off and vacation leave) concurrently while ~~prior to~~ utilizing family and medical leave, the extent that there is any such entitlement. The use of paid time off will not extend the length of a family and medical leave.
8. The Employer will maintain, for up to a maximum of 12 workweeks of family and medical leave, any group health insurance coverage that an employee was provided before the leave on the same terms as if the employee had continued to work. The Employer shall recover premiums it paid to maintain health coverage when the employee returns to work following family or medical leave.
9. Under most circumstances, upon return from family and medical leave, an employee will be reinstated to his/her previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, upon return from a family and medical leave, an employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave. For example, if he/she would have been laid off had he/she not gone on family and medical leave, or if his/her position has been eliminated during the leave, then the employee would not be entitled to reinstatement.

10. If an employee is returning from family and medical leave taken for his/her own serious health condition, but is unable to perform the essential functions of his/her job because of a physical or mental disability, the Employer will attempt to accommodate the employee. His/her use of family and medical leave will not result in the loss of any employment benefit that he/she earned or was entitled to before using family and medical leave.
  11. Employees are not permitted to perform paid work for another entity, in any capacity, or engage in self-employment, while on medical leave for themselves.
- B. An employee shall be granted a Military Leave of Absence in accordance with the Uniformed Services Employment and Reemployment Rights Act, and any applicable state law.

#### ARTICLE #15

#### BEREAVEMENT LEAVE

Employees shall be entitled to seventy two (72) hours of paid bereavement leave per full Government Contract year for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling, grandparent, or grandchild. Specifically, this leave is limited to twenty four (24) hours per funeral for in-state leaves, and forty (40) hours per funeral for out of state leaves, with a maximum of seventy two (72) hours per government contract year. Proof of funeral attendance may be required by the Employer. The employee must provide the Project Manager with at least forty eight (48) hours prior written notice whenever possible, of the need for bereavement leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used. Part-time employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

#### ARTICLE #16

#### HEALTH AND WELFARE

- A. To be eligible for Health and Welfare Benefits, an employee must have completed thirty (30) days of service. Health and Welfare payments shall be provided by the Employer on behalf of the employees at the rate set forth in Appendix "A" to this Agreement, which is attached hereto and incorporated herein by reference. The Employer will make a health plan available for Employees with a no opt out options in accordance with Massachusetts State Law. All Health and Welfare Funds indicated in Appendix A will be paid to the MVM Health Plan or 401k. If the Union provides a Health Plan, the Employer will make payments to the Health Plan provider (TPA) only if a detailed invoice is received indicating the exact amount due for each employee.
- B. All employees who are eligible for Family Medical Leave will be required during the twelve-week period of leave to make any required employee contribution toward health and dental coverage.

- C. All employees who are not eligible for Family Medical Leave may maintain their health and dental coverage by paying the full premium required under the operating insurance plan.
- D. Nothing in this Section, or in this entire Agreement, shall be construed to limit the union an/or the Employer from communicating with the employees about the aforementioned health and welfare plan; however, no Employer-sponsored meetings at which benefit plans are to be discussed shall be held unless representatives of the Union are permitted to attend and present information concerning a Benefit Program.

## ARTICLE #17

### UNION MEMBERSHI, DUES, FEES

- A. The Union agrees that it will accept into membership any employee who may be required or eligible to be a member of the Union, without discrimination, and that it will not attach, as a prerequisite of such membership, any condition more burdensome than the conditions applicable to present members of the Union.
- B. Each current employee - within 30 days of the effective date of this Agreement - and all new employees - within 30 days of the effective date of this Agreement, or upon the satisfactory completion of his or her probationary period, whichever is later -- shall either:
  - 1. Become and/or remain a member of the Union; or
  - 2. Pay the Union a monthly agency fee for the negotiation and administration of this Agreement and other matters germane to collective bargaining (the monthly amount of which shall not exceed the amount of regularly charged monthly dues and/or fees to Union members in the unit).
- C. The Employer agrees to deduct initiation fees, monthly dues, and lawful assessments of union members from the employee's pay check. These deductions will be made per pay period for full-time employees, not to exceed two (2) pay periods in a month. These deductions will be made only upon written authorizations from the employee on the form provided by the Union.
  - 1. The Check-Off authorization card to be executed and furnished to the Employer by the Union and the employees shall be the official authorization for deducting dues and member fees. No other form shall be accepted by the Employer unless mutually agreed to by both parties.
  - 2. Such authorization shall be revoked by the employee upon thirty (30) days written notice served upon the Employer and the Union. It is understood that such deductions will be made only as long as the Employer may legally do so. The Employer will be advised in writing by the Union as to what the Union dues, agency fees, and any other applicable fees are. The Employer will remit all such deductions to the Union by mail. The money



will be forwarded within ten (10) business days after the last pay period of the month. The Union will provide the Employer an address where to remit the money deducted.

3. This Article shall not be the subject of any grievance processed under this Agreement's Grievance Procedure. The Union may, however, enforce any obligation of any employee herein established in court, or by any other legal means.
- D. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including but not limited to any Executive Orders permitting or restricting union security rights.
- E. The Union agrees to indemnify and to hold the Employer harmless from any and all claims, actions, suits, damages or costs, including any attorney fees incurred by making these deductions from the employees.

#### ARTICLE #18 UNION REPRESENTATION

- A. The Union, International Representative and/or their designees may be permitted access to the Employer's office at the Location at mutually agreeable times upon prior notification to the Employer, subject to the Government security restrictions in effect, for the sole purpose of considering matters covered by this Agreement or matters involving the Union's role as the exclusive bargaining representative of the unit employees; provided, however, that if the Government refuses to let such persons onto its property, the Union shall have no recourse whatsoever against the Employer. The Employer will not oppose members of the Union's Executive Board accessing work Locations for Union business, as restricted by this Agreement, if the Government does not oppose such access and it does not violate any work rule or policy of the Employer.
- B. There shall be no Union business conducted during an employee's work time. Further, there shall be no solicitation regardless of the purpose during an employee's work time, and there shall be no distribution of any materials during an employee's work time or in any work areas.
- C. The Union is responsible for providing written notification to the Employer's Location Management, and the Director of Human Resources, of the individuals officially designated to act as representatives of the Union. The Employer is not obliged to permit an employee to engage in Union duties until notification is received by the Employer.
- D. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer. Further, neither Union officials nor Union members shall, during working time (excluding break and lunch periods) and in working areas, distribute any materials, flyers, or other information relating to Union business. Leave without pay may be approved by Site

Management, for the conduct of Union business, including arbitrations so long as such leave does not interfere with the conduct of operations or service to the Client.

- E. The Union shall provide the names, addresses, and union positions held by its representatives at the site within fifteen (15) days of the execution of the CBA and any subsequent changes in representation.
- F. The Employer agrees to recognize a steward system. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the grievance procedure as outlined in Article #7 of this Agreement.
- G. The Employer will provide a space from the Government for the use of the employees to locate a Union-provided bulletin board that will be used by the Union for posting notices of meetings, elections, appointments, and recreational and social affairs. There will not necessarily be such a space at each location. The providing of such spaces is the prerogative of the U.S. Government. The placement of any material that is derogatory towards any employee of MVM, Inc. or the Government, anti-government, anti-company or any unethical material is strictly prohibited. Only Union officials and shop stewards shall be authorized to place and remove Union-related information on the designated bulletin boards.

#### ARTICLE #19 UNIFORMS

- A. All employee uniforms will be issued at the worksite or by direct mail. The responsibility for the correct sizes shall be the employee's, so that he/she is properly dressed.
- B. Unless advised otherwise by Employer, all uniforms and Employer equipment must be returned to the Employer, with only reasonable wear and tear, upon termination of employment. Failure to comply with this requirement will result in the cost of said uniforms and/or equipment or any deposits being deducted from any monies due to employee. In that regard, all unit members agree to sign an authorization form within thirty days of the execution of this Agreement by the parties, provided by Employer, permitting Employer to deduct the cost of any such uniform or equipment from the employee's final paycheck, and permitting the retention of the entire final paycheck if it is needed to cover the lost value of the uniform and/or equipment.

#### ARTICLE #20 GENERAL PROVISIONS

- A. Neither the Employer nor the Union shall discriminate against any employee on the basis of race, creed, color, gender, age, national origin, religion, disability or other legally protected classification, or any other category prohibited by applicable law, but no claim under this section shall be grievable or arbitrable.
- B. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the

transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

- C. The Union may request the release of employees for the purpose of attending to Union business, including arbitration proceedings. Such requests shall be made at least five (5) days in advance of the time for the leave, and shall be in writing. No more than two (2) employees may be released within a Location under this provision on any one occasion, unless the Employer determines that it is able to release additional employees while still satisfying all operational obligations without incurring any additional costs. Except for purposes of negotiations scheduled with the Employer during work time, such leaves shall not exceed a total of five (5) days per Contract year, unless otherwise agreed to by the Employer. Leave time requested and within the basic parameters of this provision will not be unreasonably denied, and will be granted if coverage is available without the Employer incurring overtime, and the release will not impair the Employer's obligations under its Contract with the Government. Leaves granted under this provision shall be without compensation by the Employer.
- D. Employees who are tardy shall be docked for time missed rounded to the nearest six (6) minute increment. All incidents of tardiness, whether docked or not, shall provide a basis for disciplinary action. Employees who have been requested by the Employer to work beyond their scheduled hours shall be compensated for time worked rounded to the next six (6) minute increment.
- E. The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the Employer's Contract with the Government and the Employer's policies as in effect from time to time.
- F. A uniform allowance shall be paid for each hour of work up to 40 hours per week in accordance with Appendix A.
- G. Employees shall not use Government or Company telephones for personal or unauthorized purposes, nor use cell phones or other handheld communication devices while on duty. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for employees will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as practicable. Violations of telephone policy may result in the employee being charged for the calls and for lost time at work.
- H. Employees are required to obtain and renew all required licenses and permits necessary to perform their required security duties. All costs associated with the process of obtaining and renewing firearms licenses and permits will be paid by employee, and reimbursed by the Employer upon receipt of proper documentation. All applications for licenses and permits will be processed in a timely manner. Copies will be provided to employees' supervisors immediately after completion. When licenses and permits are received by employee, employee will immediately notify the supervisor and provide a copy of the license or permit.

The Union will contact employees at the Company's request to assist in gathering the required data or information.

- I. Employees shall remain on their posts until properly relieved, or released by their supervisor.
- J. When Employees are assigned to work outside of their normal work region, Company will provide per diem and/or mileage allowances to employee according to Government travel regulations (e.g., over 12 hours). When employee is required to work and/or travel out of his/her normal region for more than 13 hours, employee will be allowed to stay over night. All actual travel hours between guard-mount and arrival at the hotel or worksite during outbound trips and from the hotel or worksite to the arriving airport during inbound trips and normal work hours will be counted as hours worked, with the appropriate overtime wages applied as applicable. Employees will be reimbursed for any authorized expenditure during travel during the next full pay period following the submission of the travel voucher.
- K. Employees shall have the right to review their personnel file in the offices of the Employer. If there is a disagreement with any information contained in a personnel record, removal or correction of such information may be mutually agreed upon by the Employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position which shall thereupon be contained therein and shall become a part of such employee's personnel record.
- L. The Company may require Employees to undergo random drug screening. Upon notification by the Company the Employee must submit for testing within twenty-four (24) hours. Failure to comply with the random drug screening will be grounds for immediate termination of employment. The Company agrees to apply the random testing in a reasonable and uniform manner consistent with HHS Standards. The Company shall bear the cost of any such screening.

## ARTICLE #21

### STRIKES AND LOCKOUTS

- A. So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, picketing, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, picketing, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer and/or the Government as set forth above, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.
- B. Any employee who violates the proscriptions of this provision will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the

provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

- C. During the life of this Agreement, the Employer shall not lockout any employees covered hereunder.

## ARTICLE #22

### GOVERNMENT SUPREMACY

- A. The Union acknowledges that Employer has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of Employer within the scope of the Contract. In that regard, the Government may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, and any other operational issue, as the Government deems to be in the interest of the Government's overall security objective, and there shall be no recourse against the Employer regarding such actions or their compliance with such directives. The Employer will discuss any such changes or directives with the Union prior to their implementation, to the extent Employer is able to do so, and will provide written documentation of the Government's actions or directions, unless such disclosure is expressly prohibited.
- B. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, Employer and Union will comply with those requirements, and the Union shall have no recourse against the Employer through the grievance and arbitration process, or otherwise. If the effect of such a requirement supersedes an otherwise contractual right of either party hereto, and a request by that party is made to the other within thirty (30) calendar days of the change, the parties will meet and confer regarding the effects of the change.
- C. Any monetary or other benefit provided by the Employer to employees pursuant to a Government directive, but subsequently no longer mandated by the Government or allowed as a chargeable expense by Employer to the Government, may be terminated by Employer in its discretion. Notice will be provided to the Union, and the parties will meet and confer regarding the effects of the Government's action.

## ARTICLE #23

### PARTIAL INVALIDITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Upon a finding by an arbitrator,

National Labor Relations Board, the federal government, or Court that any provision of this Agreement is invalid, the parties will meet and confer regarding the effects of such a finding.

#### ARTICLE #24

##### WAIVER, ENTIRE AGREEMENT AND AMENDMENTS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement. Moreover, this Agreement fully supersedes any and all prior commitments, understandings or practices, whether written or oral, express or implied, between the Employer, the Union and/or the employees.
- C. This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.

#### ARTICLE #25

##### SAFETY

The parties agree to meet to discuss safety issues at a mutually agreeable time and place at least once per year. The meeting shall include no more than 2 Union representatives and 2 Employer representatives, unless the parties mutually agree to other arrangements.

#### ARTICLE #26

##### DURATION OF AGREEMENT

- A. This Agreement (other than the provisions relating directly to wages) shall remain in full force and effect until 11:59 p.m. on August 31, 2008 ,(or any extension periods granted to Employer by the Government, whichever is later), and thereafter for successive periods of one (1) year, unless either party, at least one hundred and eighty (180) days before the Agreement's stated expiration, serves a written notice on the other party of a desire to terminate this Agreement upon the upcoming applicable expiration date.

- B. This Agreement shall also be terminated sixty (60) days after service of written notice of termination by one party on the other if said service is within thirty (30) days of the terminating parties' receipt of notification by the Government that the Employer's current Contract shall be re-procured by formal bidding (instead of renewed). Should either party receive such a notice from the Government, it shall send written notice of its receipt thereof (along with a copy of the notice) to the other party within fourteen (14) calendar days of said receipt.
- C. Notices required by the parties under this Article shall be sent by certified mail, return receipt requested, to the other party, with notices to the Employer to be sent to its Director of Human Resources. Subject to Paragraph D, below, within thirty (30) days of the issuance of a notice to terminate this Agreement as set forth in Paragraph A, above, the parties shall commence the process for negotiating a successor to this Agreement.
- D. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide security services for Government under the Contract. In such event, the relationship with the Union shall also terminate, as shall any further duty to bargain.
- E. This Agreement shall take effect upon its execution by both parties, and it supersedes any and all prior agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

**International Union, Security Police  
and Fire Professionals of America  
(SPFPA) and it Local 547**

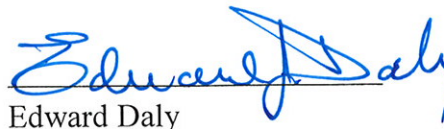
**MVM, Inc**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Kerry Lacey  
Vice-President  
SPFPA

Jose R. Morales, SPHR  
Director, Human Resources



Edward Daly  
Manager, Labor Relations

Date: 8/17/06

Date: 8/21/06

**Appendix A**  
Economic Provisions

Listed below are the applicable wages and benefits:

Effective date	Current Wages	October 1, 2006	October 1, 2007
Security Officer	\$16.83	\$17.33	\$17.85
Sick/Personal (hours)	16	16	16
Uniform Allowance	\$0.015	\$0.03	\$0.04
Health and Welfare	\$ 2.79	\$3.01	\$3.15
Holidays (hours)	88	88	88

1. Shift Differential

In addition to the base wages, employees shall be paid a shift differential as follows.

- a) For time worked on evening shifts, defined as shifts that begin between 6:00 p.m. and 12:00 a.m., a differential of 3% of the Base Wage.
- (b) For time worked on weekend shifts, defined as time worked between 12:01 a.m. on Saturday and 11:59 p.m. on Sunday, a differential of 4% of the Base Wage.

2. Uniform Allowance

- (a) Uniform Allowance is the amount shown above per hour for each regular hour worked. Uniform Allowance will not be paid on any other benefits.
- (b) Each employee is responsible to utilize the Uniform Allowance for laundering, dry cleaning, and maintaining in good repair all uniforms and equipment issued by the Employer to the employee. Any liability for failing to do so rests solely with the employee.

3. Health and Welfare Allowance

- (a) Health and Welfare Allowance is the amount shown above per hour for all hours up to a maximum of forty hours per week.

4. Sick Leave

Employees with one year of continuous service with Employer (excluding initial training) shall be eligible for paid sick leave benefits as described above. This leave shall be allotted to employees on a pro rata basis for each full month worked.

Sick leave will be payable for full days of absence due to illness commencing on the first day of illness and will not be paid for more than eight hours at the Employee's regular



straight time base wage rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime.

A physician's certificate of disability or illness may be required by Employer after three consecutive days of absence.

The Employer will allow employees to utilize hours of sick time in four hour blocks when given an advance notice of seven days. Sick time may be taken in hourly increments in cases of emergency.

All sick leave will be front-loaded each year. Upon termination of employment, Employees will be paid at their individual hourly rate for any unused, earned sick leave, based upon the number of actual hours Employee worked during that contract year. If an employee has used more sick days upon termination than he earned based upon time worked on the contract, the amount of overage will be deducted from the employee's final paycheck.

## Appendix B

### Physical Examinations

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such examinations may be administered before the commencement of work, after layoff, or after leaves of absence in excess of thirty calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer agrees to bear the cost of the initial pre-employment physical examination and the initial annual physical examination, to the extent one is required. The Employer shall not pay for any follow-up tests or examinations related to such physical examinations if required as the result of the directed physical examination for a newly discovered or pre-existing physical or medical condition (e.g. personal illness, debilitating or disqualifying medical condition, etc.). The payment of such follow-up, tests or examinations by the individual's personal physician will be the responsibility of the individual and/or his or her medical insurance plan.

WD 05-2257 (Rev.-6) was first posted on www.wdol.gov on 07/10/2007

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

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

William W.Gross                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2005-2257  
Revision No.: 6  
Date Of Revision: 07/05/2007

Applicable in Massachusetts and New Hampshire as listed below:

Massachusetts:

ESSEX COUNTY: Excluding these cities and towns: Lynn, Lynnfield, Nahant, and Saugus

New Hampshire:

ROCKINGHAM COUNTY: Including these cities and towns: Atkinson, Brentwood, Danville, Derry, East Kingston, Hampstead, Kingston, Newton, Plaistow, Salem, Sandown, Seabrook, and Windham

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.85
01012 - Accounting Clerk II	15.56
01013 - Accounting Clerk III	17.41
01020 - Administrative Assistant	22.72
01040 - Court Reporter	20.18
01051 - Data Entry Operator I	13.94
01052 - Data Entry Operator II	15.21
01060 - Dispatcher, Motor Vehicle	16.93
01070 - Document Preparation Clerk	14.87
01090 - Duplicating Machine Operator	14.87
01111 - General Clerk I	14.37
01112 - General Clerk II	15.57
01113 - General Clerk III	16.75
01120 - Housing Referral Assistant	21.29
01141 - Messenger Courier	12.24
01191 - Order Clerk I	14.62
01192 - Order Clerk II	15.95
01261 - Personnel Assistant (Employment) I	16.11
01262 - Personnel Assistant (Employment) II	18.57
01263 - Personnel Assistant (Employment) III	20.11
01270 - Production Control Clerk	20.11
01280 - Receptionist	13.31
01290 - Rental Clerk	16.11
01300 - Scheduler, Maintenance	16.69
01311 - Secretary I	16.69
01312 - Secretary II	19.03
01313 - Secretary III	21.29
01320 - Service Order Dispatcher	16.11
01410 - Supply Technician	23.20
01420 - Survey Worker	15.40
01531 - Travel Clerk I	12.47
01532 - Travel Clerk II	13.50
01533 - Travel Clerk III	14.70
01611 - Word Processor I	15.08
01612 - Word Processor II	16.93

01613 - Word Processor III	18.93
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.48
05010 - Automotive Electrician	19.99
05040 - Automotive Glass Installer	19.11
05070 - Automotive Worker	19.11
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	20.86
05160 - Motor Equipment Metal Worker	19.11
05190 - Motor Vehicle Mechanic	20.86
05220 - Motor Vehicle Mechanic Helper	16.31
05250 - Motor Vehicle Upholstery Worker	18.16
05280 - Motor Vehicle Wrecker	19.11
05310 - Painter, Automotive	19.99
05340 - Radiator Repair Specialist	19.11
05370 - Tire Repairer	14.51
05400 - Transmission Repair Specialist	20.86
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.49
07041 - Cook I	12.47
07042 - Cook II	13.72
07070 - Dishwasher	9.35
07130 - Food Service Worker	10.63
07210 - Meat Cutter	20.00
07260 - Waiter/Waitress	11.01
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.37
09040 - Furniture Handler	12.48
09080 - Furniture Refinisher	17.37
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	15.74
09130 - Upholsterer	17.37
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.63
11060 - Elevator Operator	11.63
11090 - Gardener	16.75
11122 - Housekeeping Aide	13.53
11150 - Janitor	13.53
11210 - Laborer, Grounds Maintenance	14.76
11240 - Maid or Houseman	10.81
11260 - Pruner	13.38
11270 - Tractor Operator	16.05
11330 - Trail Maintenance Worker	14.76
11360 - Window Cleaner	14.36
12000 - Health Occupations	
12010 - Ambulance Driver	15.25
12011 - Breath Alcohol Technician	17.92
12012 - Certified Occupational Therapist Assistant	19.03
12015 - Certified Physical Therapist Assistant	19.84
12020 - Dental Assistant	16.95
12025 - Dental Hygienist	35.64
12030 - EKG Technician	23.80
12035 - Electroneurodiagnostic Technologist	23.80
12040 - Emergency Medical Technician	17.92
12071 - Licensed Practical Nurse I	16.79
12072 - Licensed Practical Nurse II	18.79
12073 - Licensed Practical Nurse III	20.94
12100 - Medical Assistant	15.51
12130 - Medical Laboratory Technician	17.06
12160 - Medical Record Clerk	14.97
12190 - Medical Record Technician	15.49
12195 - Medical Transcriptionist	14.97
12210 - Nuclear Medicine Technologist	32.57
12221 - Nursing Assistant I	11.08
12222 - Nursing Assistant II	12.46

12223 - Nursing Assistant III	13.04
12224 - Nursing Assistant IV	14.64
12235 - Optical Dispenser	17.92
12236 - Optical Technician	15.51
12250 - Pharmacy Technician	16.82
12280 - Phlebotomist	14.64
12305 - Radiologic Technologist	30.01
12311 - Registered Nurse I	26.61
12312 - Registered Nurse II	33.34
12313 - Registered Nurse II, Specialist	33.34
12314 - Registered Nurse III	38.49
12315 - Registered Nurse III, Anesthetist	38.49
12316 - Registered Nurse IV	46.12
12317 - Scheduler (Drug and Alcohol Testing)	17.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.75
13012 - Exhibits Specialist II	23.23
13013 - Exhibits Specialist III	28.41
13041 - Illustrator I	19.85
13042 - Illustrator II	24.57
13043 - Illustrator III	28.64
13047 - Librarian	33.77
13050 - Library Aide/Clerk	13.13
13054 - Library Information Technology Systems Administrator	25.76
13058 - Library Technician	16.48
13061 - Media Specialist I	15.54
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.38
13071 - Photographer I	15.19
13072 - Photographer II	18.10
13073 - Photographer III	22.40
13074 - Photographer IV	28.78
13075 - Photographer V	33.64
13110 - Video Teleconference Technician	15.19
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.28
14042 - Computer Operator II	19.32
14043 - Computer Operator III	21.55
14044 - Computer Operator IV	23.94
14045 - Computer Operator V	26.50
14071 - Computer Programmer I (1)	20.32
14072 - Computer Programmer II (1)	26.70
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	17.28
14160 - Personal Computer Support Technician	23.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.63
15020 - Aircrew Training Devices Instructor (Rated)	35.54
15030 - Air Crew Training Devices Instructor (Pilot)	38.30
15050 - Computer Based Training Specialist / Instructor	29.11
15060 - Educational Technologist	29.24
15070 - Flight Instructor (Pilot)	38.30
15080 - Graphic Artist	28.67
15090 - Technical Instructor	22.85
15095 - Technical Instructor/Course Developer	27.96
15110 - Test Proctor	18.46
15120 - Tutor	18.46
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.69
16030 - Counter Attendant	9.69
16040 - Dry Cleaner	12.88

16070 - Finisher, Flatwork, Machine	9.69
16090 - Presser, Hand	9.69
16110 - Presser, Machine, Drycleaning	9.69
16130 - Presser, Machine, Shirts	9.69
16160 - Presser, Machine, Wearing Apparel, Laundry	9.69
16190 - Sewing Machine Operator	13.66
16220 - Tailor	14.27
16250 - Washer, Machine	10.78
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.98
19040 - Tool And Die Maker	24.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.84
21030 - Material Coordinator	21.94
21040 - Material Expediter	21.94
21050 - Material Handling Laborer	14.26
21071 - Order Filler	12.42
21080 - Production Line Worker (Food Processing)	16.84
21110 - Shipping Packer	15.84
21130 - Shipping/Receiving Clerk	15.84
21140 - Store Worker I	11.45
21150 - Stock Clerk	15.48
21210 - Tools And Parts Attendant	16.84
21410 - Warehouse Specialist	16.84
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.32
23021 - Aircraft Mechanic I	28.22
23022 - Aircraft Mechanic II	30.32
23023 - Aircraft Mechanic III	30.61
23040 - Aircraft Mechanic Helper	20.65
23050 - Aircraft, Painter	24.38
23060 - Aircraft Servicer	23.22
23080 - Aircraft Worker	24.04
23110 - Appliance Mechanic	22.73
23120 - Bicycle Repairer	14.51
23125 - Cable Splicer	26.41
23130 - Carpenter, Maintenance	24.64
23140 - Carpet Layer	21.73
23160 - Electrician, Maintenance	32.18
23181 - Electronics Technician Maintenance I	22.99
23182 - Electronics Technician Maintenance II	24.06
23183 - Electronics Technician Maintenance III	27.34
23260 - Fabric Worker	20.65
23290 - Fire Alarm System Mechanic	23.72
23310 - Fire Extinguisher Repairer	19.67
23311 - Fuel Distribution System Mechanic	22.17
23312 - Fuel Distribution System Operator	19.67
23370 - General Maintenance Worker	21.73
23380 - Ground Support Equipment Mechanic	28.22
23381 - Ground Support Equipment Servicer	23.22
23382 - Ground Support Equipment Worker	24.04
23391 - Gunsmith I	19.67
23392 - Gunsmith II	21.73
23393 - Gunsmith III	23.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.22
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
25.23	
23430 - Heavy Equipment Mechanic	23.23
23440 - Heavy Equipment Operator	27.07
23460 - Instrument Mechanic	24.45
23465 - Laboratory/Shelter Mechanic	22.73
23470 - Laborer	14.10
23510 - Locksmith	22.73
23530 - Machinery Maintenance Mechanic	24.45
23550 - Machinist, Maintenance	25.08

23580 - Maintenance Trades Helper	18.36
23591 - Metrology Technician I	25.45
23592 - Metrology Technician II	26.51
23593 - Metrology Technician III	27.61
23640 - Millwright	23.72
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	22.73
23790 - Pipefitter, Maintenance	26.26
23810 - Plumber, Maintenance	24.98
23820 - Pneudraulic Systems Mechanic	23.72
23850 - Rigger	23.72
23870 - Scale Mechanic	21.73
23890 - Sheet-Metal Worker, Maintenance	24.84
23910 - Small Engine Mechanic	21.73
23931 - Telecommunications Mechanic I	25.93
23932 - Telecommunications Mechanic II	26.91
23950 - Telephone Lineman	26.18
23960 - Welder, Combination, Maintenance	23.48
23965 - Well Driller	24.08
23970 - Woodcraft Worker	23.72
23980 - Woodworker	19.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	14.11
24580 - Child Care Center Clerk	17.60
24610 - Chore Aide	11.01
24620 - Family Readiness And Support Services Coordinator	15.78
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.22
25040 - Sewage Plant Operator	21.24
25070 - Stationary Engineer	23.22
25190 - Ventilation Equipment Tender	17.97
25210 - Water Treatment Plant Operator	21.24
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.93
27007 - Baggage Inspector	13.44
27008 - Corrections Officer	24.28
27010 - Court Security Officer	22.81
27030 - Detection Dog Handler	17.93
27040 - Detention Officer	24.28
27070 - Firefighter	22.05
27101 - Guard I	13.44
27102 - Guard II	17.93
27131 - Police Officer I	23.57
27132 - Police Officer II	26.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.60
28042 - Carnival Equipment Repairer	13.34
28043 - Carnival Equipment Worker	10.42
28210 - Gate Attendant/Gate Tender	13.28
28310 - Lifeguard	11.83
28350 - Park Attendant (Aide)	14.85
28510 - Recreation Aide/Health Facility Attendant	10.84
28515 - Recreation Specialist	18.40
28630 - Sports Official	11.83
28690 - Swimming Pool Operator	19.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.22
29020 - Hatch Tender	23.22
29030 - Line Handler	23.22
29041 - Stevedore I	24.58
29042 - Stevedore II	27.72
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	35.41
30011 - Air Traffic Control Specialist, Station (HFO) (2)	24.41

30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.89
30021 - Archeological Technician I	18.04
30022 - Archeological Technician II	20.86
30023 - Archeological Technician III	25.85
30030 - Cartographic Technician	25.84
30040 - Civil Engineering Technician	25.06
30061 - Drafter/CAD Operator I	18.65
30062 - Drafter/CAD Operator II	20.86
30063 - Drafter/CAD Operator III	23.26
30064 - Drafter/CAD Operator IV	27.92
30081 - Engineering Technician I	14.39
30082 - Engineering Technician II	17.65
30083 - Engineering Technician III	19.76
30084 - Engineering Technician IV	24.48
30085 - Engineering Technician V	29.94
30086 - Engineering Technician VI	36.23
30090 - Environmental Technician	24.45
30210 - Laboratory Technician	21.19
30240 - Mathematical Technician	25.84
30361 - Paralegal/Legal Assistant I	19.70
30362 - Paralegal/Legal Assistant II	24.54
30363 - Paralegal/Legal Assistant III	30.00
30364 - Paralegal/Legal Assistant IV	36.31
30390 - Photo-Optics Technician	25.84
30461 - Technical Writer I	21.77
30462 - Technical Writer II	26.63
30463 - Technical Writer III	32.23
30491 - Unexploded Ordnance (UXO) Technician I	22.50
30492 - Unexploded Ordnance (UXO) Technician II	27.23
30493 - Unexploded Ordnance (UXO) Technician III	32.63
30494 - Unexploded (UXO) Safety Escort	22.50
30495 - Unexploded (UXO) Sweep Personnel	22.50
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	19.85
30621 - Weather Observer, Senior (2)	24.72
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.20
31030 - Bus Driver	17.52
31043 - Driver Courier	15.79
31260 - Parking and Lot Attendant	10.64
31290 - Shuttle Bus Driver	16.93
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	16.93
31362 - Truckdriver, Medium	18.70
31363 - Truckdriver, Heavy	19.79
31364 - Truckdriver, Tractor-Trailer	19.79
99000 - Miscellaneous Occupations	
99030 - Cashier	8.89
99050 - Desk Clerk	11.97
99095 - Embalmer	22.50
99251 - Laboratory Animal Caretaker I	13.50
99252 - Laboratory Animal Caretaker II	14.26
99310 - Mortician	28.93
99410 - Pest Controller	16.10
99510 - Photofinishing Worker	12.23
99710 - Recycling Laborer	18.82
99711 - Recycling Specialist	20.64
99730 - Refuse Collector	17.07
99810 - Sales Clerk	11.82
99820 - School Crossing Guard	11.46
99830 - Survey Party Chief	24.28
99831 - Surveying Aide	16.06
99832 - Surveying Technician	22.08
99840 - Vending Machine Attendant	14.75
99841 - Vending Machine Repairer	17.39
99842 - Vending Machine Repairer Helper	14.75



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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

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

#### Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2255 (Rev.-6) was first posted on www.wdol.gov on 07/10/2007

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

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

William W.Gross                      Division of  
 Director                              Wage Determinations

Wage Determination No.: 2005-2255  
 Revision No.: 6  
 Date Of Revision: 07/05/2007

Applicable in the state of Massachusetts in the areas listed below:

BRISTOL COUNTY: Mansfield, Norton, Rayham

ESSEX COUNTY: Lynn, Lynnfield, Nahant, Saugus

MIDDLESEX COUNTY: Entire County

NORFOLK COUNTY: Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover,  
 Foxborough, Franklin, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk,  
 Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood,  
 Weymouth, Wrentham

PLYMOUTH COUNTY: Carver, Duxbury, Hanover, Hanson, Hingham, Hull, Kingston,  
 Lakeville, Marshfield, Middleborough, Norwell, Pembroke, Plymouth, Plympton,  
 Rockland, Scituate

SUFFOLK COUNTY: Entire County

WORCESTER COUNTY: Berlin, Bolton, Harvard, Hopedale, Lancaster, Mendon, Milford,  
 Southborough, Upton

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.85
01012 - Accounting Clerk II	15.56
01013 - Accounting Clerk III	17.41
01020 - Administrative Assistant	22.72
01040 - Court Reporter	20.18
01051 - Data Entry Operator I	13.94
01052 - Data Entry Operator II	15.38
01060 - Dispatcher, Motor Vehicle	17.14
01070 - Document Preparation Clerk	14.87
01090 - Duplicating Machine Operator	14.87
01111 - General Clerk I	14.37
01112 - General Clerk II	15.57
01113 - General Clerk III	16.75
01120 - Housing Referral Assistant	21.29
01141 - Messenger Courier	12.24
01191 - Order Clerk I	14.62
01192 - Order Clerk II	15.95
01261 - Personnel Assistant (Employment) I	16.11
01262 - Personnel Assistant (Employment) II	18.57
01263 - Personnel Assistant (Employment) III	20.11
01270 - Production Control Clerk	20.11
01280 - Receptionist	13.31
01290 - Rental Clerk	16.11

01300 - Scheduler, Maintenance	16.69
01311 - Secretary I	16.69
01312 - Secretary II	19.03
01313 - Secretary III	21.29
01320 - Service Order Dispatcher	16.11
01410 - Supply Technician	23.20
01420 - Survey Worker	15.40
01531 - Travel Clerk I	12.76
01532 - Travel Clerk II	13.50
01533 - Travel Clerk III	14.54
01611 - Word Processor I	15.08
01612 - Word Processor II	16.93
01613 - Word Processor III	18.93
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.48
05010 - Automotive Electrician	19.99
05040 - Automotive Glass Installer	19.11
05070 - Automotive Worker	19.11
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	20.86
05160 - Motor Equipment Metal Worker	19.11
05190 - Motor Vehicle Mechanic	20.86
05220 - Motor Vehicle Mechanic Helper	16.31
05250 - Motor Vehicle Upholstery Worker	18.16
05280 - Motor Vehicle Wrecker	19.11
05310 - Painter, Automotive	19.99
05340 - Radiator Repair Specialist	19.11
05370 - Tire Repairer	14.22
05400 - Transmission Repair Specialist	20.86
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.36
07041 - Cook I	12.47
07042 - Cook II	13.72
07070 - Dishwasher	9.22
07130 - Food Service Worker	10.63
07210 - Meat Cutter	20.00
07260 - Waiter/Waitress	11.01
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.02
09040 - Furniture Handler	13.14
09080 - Furniture Refinisher	17.02
09090 - Furniture Refinisher Helper	13.91
09110 - Furniture Repairer, Minor	15.45
09130 - Upholsterer	17.02
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.63
11060 - Elevator Operator	11.63
11090 - Gardener	16.75
11122 - Housekeeping Aide	13.53
11150 - Janitor	13.53
11210 - Laborer, Grounds Maintenance	14.76
11240 - Maid or Houseman	11.80
11260 - Pruner	13.38
11270 - Tractor Operator	16.02
11330 - Trail Maintenance Worker	14.76
11360 - Window Cleaner	14.56
12000 - Health Occupations	
12010 - Ambulance Driver	15.25
12011 - Breath Alcohol Technician	17.92
12012 - Certified Occupational Therapist Assistant	19.03
12015 - Certified Physical Therapist Assistant	19.84
12020 - Dental Assistant	16.95
12025 - Dental Hygienist	35.64
12030 - EKG Technician	23.80
12035 - Electroneurodiagnostic Technologist	23.80

12040 - Emergency Medical Technician	17.92
12071 - Licensed Practical Nurse I	16.79
12072 - Licensed Practical Nurse II	18.79
12073 - Licensed Practical Nurse III	20.94
12100 - Medical Assistant	15.51
12130 - Medical Laboratory Technician	17.06
12160 - Medical Record Clerk	14.97
12190 - Medical Record Technician	15.49
12195 - Medical Transcriptionist	14.97
12210 - Nuclear Medicine Technologist	32.57
12221 - Nursing Assistant I	11.08
12222 - Nursing Assistant II	12.46
12223 - Nursing Assistant III	13.04
12224 - Nursing Assistant IV	14.64
12235 - Optical Dispenser	17.92
12236 - Optical Technician	15.51
12250 - Pharmacy Technician	16.82
12280 - Phlebotomist	14.64
12305 - Radiologic Technologist	30.01
12311 - Registered Nurse I	26.61
12312 - Registered Nurse II	33.34
12313 - Registered Nurse II, Specialist	33.34
12314 - Registered Nurse III	38.49
12315 - Registered Nurse III, Anesthetist	38.49
12316 - Registered Nurse IV	46.12
12317 - Scheduler (Drug and Alcohol Testing)	17.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.75
13012 - Exhibits Specialist II	23.47
13013 - Exhibits Specialist III	28.71
13041 - Illustrator I	19.66
13042 - Illustrator II	24.61
13043 - Illustrator III	30.10
13047 - Librarian	34.33
13050 - Library Aide/Clerk	13.13
13054 - Library Information Technology Systems Administrator	25.76
13058 - Library Technician	16.48
13061 - Media Specialist I	15.54
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.38
13071 - Photographer I	15.19
13072 - Photographer II	18.80
13073 - Photographer III	23.90
13074 - Photographer IV	29.22
13075 - Photographer V	35.35
13110 - Video Teleconference Technician	15.19
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.28
14042 - Computer Operator II	19.32
14043 - Computer Operator III	21.55
14044 - Computer Operator IV	23.94
14045 - Computer Operator V	26.50
14071 - Computer Programmer I (1)	20.32
14072 - Computer Programmer II (1)	27.62
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	17.28
14160 - Personal Computer Support Technician	23.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.63
15020 - Aircrew Training Devices Instructor (Rated)	35.54
15030 - Air Crew Training Devices Instructor (Pilot)	40.44

15050 - Computer Based Training Specialist / Instructor	30.10
15060 - Educational Technologist	29.24
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	28.67
15090 - Technical Instructor	22.85
15095 - Technical Instructor/Course Developer	29.09
15110 - Test Proctor	18.46
15120 - Tutor	18.46
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.69
16030 - Counter Attendant	9.69
16040 - Dry Cleaner	12.88
16070 - Finisher, Flatwork, Machine	9.69
16090 - Presser, Hand	9.69
16110 - Presser, Machine, Drycleaning	9.69
16130 - Presser, Machine, Shirts	9.69
16160 - Presser, Machine, Wearing Apparel, Laundry	9.69
16190 - Sewing Machine Operator	13.66
16220 - Tailor	14.27
16250 - Washer, Machine	10.78
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.65
19040 - Tool And Die Maker	24.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.84
21030 - Material Coordinator	21.94
21040 - Material Expediter	21.94
21050 - Material Handling Laborer	14.26
21071 - Order Filler	13.10
21080 - Production Line Worker (Food Processing)	16.84
21110 - Shipping Packer	16.09
21130 - Shipping/Receiving Clerk	16.09
21140 - Store Worker I	11.45
21150 - Stock Clerk	15.48
21210 - Tools And Parts Attendant	16.84
21410 - Warehouse Specialist	16.84
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.32
23021 - Aircraft Mechanic I	28.22
23022 - Aircraft Mechanic II	30.32
23023 - Aircraft Mechanic III	30.61
23040 - Aircraft Mechanic Helper	20.65
23050 - Aircraft, Painter	24.38
23060 - Aircraft Servicer	23.22
23080 - Aircraft Worker	24.04
23110 - Appliance Mechanic	22.73
23120 - Bicycle Repairer	14.22
23125 - Cable Splicer	26.41
23130 - Carpenter, Maintenance	24.64
23140 - Carpet Layer	21.73
23160 - Electrician, Maintenance	32.18
23181 - Electronics Technician Maintenance I	21.13
23182 - Electronics Technician Maintenance II	24.06
23183 - Electronics Technician Maintenance III	24.99
23260 - Fabric Worker	20.57
23290 - Fire Alarm System Mechanic	23.72
23310 - Fire Extinguisher Repairer	19.67
23311 - Fuel Distribution System Mechanic	22.17
23312 - Fuel Distribution System Operator	19.59
23370 - General Maintenance Worker	21.61
23380 - Ground Support Equipment Mechanic	28.22
23381 - Ground Support Equipment Servicer	23.22
23382 - Ground Support Equipment Worker	24.04
23391 - Gunsmith I	19.67
23392 - Gunsmith II	21.73

23393 - Gunsmith III	23.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.22
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
25.23	
23430 - Heavy Equipment Mechanic	23.23
23440 - Heavy Equipment Operator	27.07
23460 - Instrument Mechanic	25.45
23465 - Laboratory/Shelter Mechanic	22.73
23470 - Laborer	14.10
23510 - Locksmith	22.65
23530 - Machinery Maintenance Mechanic	24.45
23550 - Machinist, Maintenance	25.08
23580 - Maintenance Trades Helper	18.36
23591 - Metrology Technician I	25.45
23592 - Metrology Technician II	26.51
23593 - Metrology Technician III	27.61
23640 - Millwright	23.72
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	22.65
23790 - Pipefitter, Maintenance	26.26
23810 - Plumber, Maintenance	25.06
23820 - Pneudraulic Systems Mechanic	23.72
23850 - Rigger	23.72
23870 - Scale Mechanic	21.73
23890 - Sheet-Metal Worker, Maintenance	24.84
23910 - Small Engine Mechanic	21.62
23931 - Telecommunications Mechanic I	25.93
23932 - Telecommunications Mechanic II	26.91
23950 - Telephone Lineman	26.18
23960 - Welder, Combination, Maintenance	23.48
23965 - Well Driller	23.72
23970 - Woodcraft Worker	23.72
23980 - Woodworker	19.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	14.11
24580 - Child Care Center Clerk	17.60
24610 - Chore Aide	11.80
24620 - Family Readiness And Support Services Coordinator	15.78
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.22
25040 - Sewage Plant Operator	21.24
25070 - Stationary Engineer	23.22
25190 - Ventilation Equipment Tender	17.97
25210 - Water Treatment Plant Operator	21.24
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.93
27007 - Baggage Inspector	13.44
27008 - Corrections Officer	24.28
27010 - Court Security Officer	22.81
27030 - Detection Dog Handler	17.93
27040 - Detention Officer	24.28
27070 - Firefighter	22.05
27101 - Guard I	13.44
27102 - Guard II	17.93
27131 - Police Officer I	23.57
27132 - Police Officer II	26.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.60
28042 - Carnival Equipment Repairer	13.34
28043 - Carnival Equipment Worker	10.42
28210 - Gate Attendant/Gate Tender	13.28
28310 - Lifeguard	12.23
28350 - Park Attendant (Aide)	15.30
28510 - Recreation Aide/Health Facility Attendant	10.84



28515 - Recreation Specialist	19.19
28630 - Sports Official	12.23
28690 - Swimming Pool Operator	19.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.22
29020 - Hatch Tender	23.22
29030 - Line Handler	23.22
29041 - Stevedore I	23.90
29042 - Stevedore II	26.71
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	35.41
30011 - Air Traffic Control Specialist, Station (HFO) (2)	24.41
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.89
30021 - Archeological Technician I	18.64
30022 - Archeological Technician II	20.86
30023 - Archeological Technician III	25.85
30030 - Cartographic Technician	25.84
30040 - Civil Engineering Technician	25.24
30061 - Drafter/CAD Operator I	18.65
30062 - Drafter/CAD Operator II	20.86
30063 - Drafter/CAD Operator III	23.26
30064 - Drafter/CAD Operator IV	27.92
30081 - Engineering Technician I	15.72
30082 - Engineering Technician II	17.65
30083 - Engineering Technician III	19.76
30084 - Engineering Technician IV	24.48
30085 - Engineering Technician V	29.94
30086 - Engineering Technician VI	34.99
30090 - Environmental Technician	25.90
30210 - Laboratory Technician	21.19
30240 - Mathematical Technician	25.33
30361 - Paralegal/Legal Assistant I	19.80
30362 - Paralegal/Legal Assistant II	24.54
30363 - Paralegal/Legal Assistant III	30.00
30364 - Paralegal/Legal Assistant IV	36.31
30390 - Photo-Optics Technician	25.84
30461 - Technical Writer I	21.77
30462 - Technical Writer II	26.63
30463 - Technical Writer III	32.23
30491 - Unexploded Ordnance (UXO) Technician I	22.50
30492 - Unexploded Ordnance (UXO) Technician II	27.23
30493 - Unexploded Ordnance (UXO) Technician III	32.63
30494 - Unexploded (UXO) Safety Escort	22.50
30495 - Unexploded (UXO) Sweep Personnel	22.50
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	20.74
30621 - Weather Observer, Senior (2)	25.84
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.20
31030 - Bus Driver	17.52
31043 - Driver Courier	15.79
31260 - Parking and Lot Attendant	10.64
31290 - Shuttle Bus Driver	16.93
31310 - Taxi Driver	12.03
31361 - Truckdriver, Light	16.93
31362 - Truckdriver, Medium	18.70
31363 - Truckdriver, Heavy	19.79
31364 - Truckdriver, Tractor-Trailer	19.79
99000 - Miscellaneous Occupations	
99030 - Cashier	11.25
99050 - Desk Clerk	13.70
99095 - Embalmer	20.79
99251 - Laboratory Animal Caretaker I	13.31
99252 - Laboratory Animal Caretaker II	14.26
99310 - Mortician	28.93
99410 - Pest Controller	16.10

99510 - Photofinishing Worker	13.51
99710 - Recycling Laborer	18.82
99711 - Recycling Specialist	20.64
99730 - Refuse Collector	17.07
99810 - Sales Clerk	12.23
99820 - School Crossing Guard	11.46
99830 - Survey Party Chief	24.28
99831 - Surveying Aide	16.06
99832 - Surveying Technician	22.08
99840 - Vending Machine Attendant	14.75
99841 - Vending Machine Repairer	17.39
99842 - Vending Machine Repairer Helper	14.75

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each

proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2241 (Rev.-5) was first posted on www.wdol.gov on 01/29/2008

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

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

William W.Gross                      Division of  
 Director                              Wage Determinations

Wage Determination No.: 2005-2241  
 Revision No.: 5  
 Date Of Revision: 01/18/2008

State: Maine  
 Area: Maine Statewide

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	10.89
01012 - Accounting Clerk II	12.21
01013 - Accounting Clerk III	13.80
01020 - Administrative Assistant	18.22
01040 - Court Reporter	14.00
01051 - Data Entry Operator I	10.83
01052 - Data Entry Operator II	12.93
01060 - Dispatcher, Motor Vehicle	15.92
01070 - Document Preparation Clerk	10.86
01090 - Duplicating Machine Operator	10.86
01111 - General Clerk I	10.82
01112 - General Clerk II	11.97
01113 - General Clerk III	13.12
01120 - Housing Referral Assistant	15.33
01141 - Messenger Courier	10.91
01191 - Order Clerk I	11.04
01192 - Order Clerk II	14.38
01261 - Personnel Assistant (Employment) I	13.08
01262 - Personnel Assistant (Employment) II	14.57
01263 - Personnel Assistant (Employment) III	16.01
01270 - Production Control Clerk	19.22
01280 - Receptionist	10.62
01290 - Rental Clerk	10.22
01300 - Scheduler, Maintenance	12.51
01311 - Secretary I	12.51
01312 - Secretary II	14.00
01313 - Secretary III	15.61
01320 - Service Order Dispatcher	11.79
01410 - Supply Technician	18.22
01420 - Survey Worker	11.51
01531 - Travel Clerk I	11.62
01532 - Travel Clerk II	12.58
01533 - Travel Clerk III	13.55
01611 - Word Processor I	11.55
01612 - Word Processor II	14.73
01613 - Word Processor III	16.34
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	14.91
05010 - Automotive Electrician	14.71
05040 - Automotive Glass Installer	13.73
05070 - Automotive Worker	13.73
05110 - Mobile Equipment Servicer	12.56

05130 - Motor Equipment Metal Mechanic	14.77
05160 - Motor Equipment Metal Worker	13.74
05190 - Motor Vehicle Mechanic	14.77
05220 - Motor Vehicle Mechanic Helper	12.51
05250 - Motor Vehicle Upholstery Worker	13.15
05280 - Motor Vehicle Wrecker	13.73
05310 - Painter, Automotive	14.71
05340 - Radiator Repair Specialist	13.73
05370 - Tire Repairer	11.67
05400 - Transmission Repair Specialist	14.77
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.03
07041 - Cook I	10.56
07042 - Cook II	11.54
07070 - Dishwasher	7.73
07130 - Food Service Worker	9.04
07210 - Meat Cutter	13.95
07260 - Waiter/Waitress	9.22
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.45
09040 - Furniture Handler	11.81
09080 - Furniture Refinisher	14.57
09090 - Furniture Refinisher Helper	12.42
09110 - Furniture Repairer, Minor	13.59
09130 - Upholsterer	14.57
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.07
11060 - Elevator Operator	10.05
11090 - Gardener	12.37
11122 - Housekeeping Aide	10.05
11150 - Janitor	10.58
11210 - Laborer, Grounds Maintenance	10.67
11240 - Maid or Houseman	8.86
11260 - Pruner	14.06
11270 - Tractor Operator	11.24
11330 - Trail Maintenance Worker	10.67
11360 - Window Cleaner	10.88
12000 - Health Occupations	
12010 - Ambulance Driver	11.85
12011 - Breath Alcohol Technician	15.93
12012 - Certified Occupational Therapist Assistant	18.68
12015 - Certified Physical Therapist Assistant	18.68
12020 - Dental Assistant	14.82
12025 - Dental Hygienist	27.24
12030 - EKG Technician	21.94
12035 - Electroneurodiagnostic Technologist	21.94
12040 - Emergency Medical Technician	12.25
12071 - Licensed Practical Nurse I	13.00
12072 - Licensed Practical Nurse II	14.55
12073 - Licensed Practical Nurse III	16.22
12100 - Medical Assistant	12.71
12130 - Medical Laboratory Technician	16.00
12160 - Medical Record Clerk	11.77
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	11.83
12210 - Nuclear Medicine Technologist	27.34
12221 - Nursing Assistant I	9.13
12222 - Nursing Assistant II	10.27
12223 - Nursing Assistant III	11.21
12224 - Nursing Assistant IV	12.57
12235 - Optical Dispenser	14.26
12236 - Optical Technician	12.06
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.57
12305 - Radiologic Technologist	22.35

12311 - Registered Nurse I	20.75
12312 - Registered Nurse II	25.40
12313 - Registered Nurse II, Specialist	25.40
12314 - Registered Nurse III	30.73
12315 - Registered Nurse III, Anesthetist	30.73
12316 - Registered Nurse IV	36.80
12317 - Scheduler (Drug and Alcohol Testing)	18.02
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.20
13012 - Exhibits Specialist II	20.05
13013 - Exhibits Specialist III	24.89
13041 - Illustrator I	16.20
13042 - Illustrator II	20.05
13043 - Illustrator III	24.55
13047 - Librarian	20.23
13050 - Library Aide/Clerk	10.82
13054 - Library Information Technology Systems Administrator	18.28
13058 - Library Technician	12.75
13061 - Media Specialist I	11.80
13062 - Media Specialist II	14.75
13063 - Media Specialist III	16.44
13071 - Photographer I	14.36
13072 - Photographer II	19.74
13073 - Photographer III	24.42
13074 - Photographer IV	29.89
13075 - Photographer V	36.16
13110 - Video Teleconference Technician	16.17
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.17
14042 - Computer Operator II	15.91
14043 - Computer Operator III	17.61
14044 - Computer Operator IV	19.71
14045 - Computer Operator V	21.85
14071 - Computer Programmer I (1)	16.56
14072 - Computer Programmer II (1)	20.53
14073 - Computer Programmer III (1)	25.10
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	14.17
14160 - Personal Computer Support Technician	25.11
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	23.03
15020 - Aircrew Training Devices Instructor (Rated)	30.25
15030 - Air Crew Training Devices Instructor (Pilot)	33.42
15050 - Computer Based Training Specialist / Instructor	26.00
15060 - Educational Technologist	21.82
15070 - Flight Instructor (Pilot)	33.31
15080 - Graphic Artist	19.40
15090 - Technical Instructor	17.97
15095 - Technical Instructor/Course Developer	21.97
15110 - Test Proctor	14.50
15120 - Tutor	14.50
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.04
16030 - Counter Attendant	9.04
16040 - Dry Cleaner	10.95
16070 - Finisher, Flatwork, Machine	9.04
16090 - Presser, Hand	9.04
16110 - Presser, Machine, Drycleaning	9.04
16130 - Presser, Machine, Shirts	9.04
16160 - Presser, Machine, Wearing Apparel, Laundry	9.04
16190 - Sewing Machine Operator	11.56
16220 - Tailor	12.17

16250 - Washer, Machine	9.71
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.27
19040 - Tool And Die Maker	20.19
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.56
21030 - Material Coordinator	19.22
21040 - Material Expediter	19.22
21050 - Material Handling Laborer	10.23
21071 - Order Filler	10.35
21080 - Production Line Worker (Food Processing)	13.56
21110 - Shipping Packer	12.48
21130 - Shipping/Receiving Clerk	12.42
21140 - Store Worker I	11.67
21150 - Stock Clerk	14.21
21210 - Tools And Parts Attendant	13.56
21410 - Warehouse Specialist	13.56
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	18.24
23021 - Aircraft Mechanic I	17.57
23022 - Aircraft Mechanic II	18.24
23023 - Aircraft Mechanic III	18.93
23040 - Aircraft Mechanic Helper	14.21
23050 - Aircraft, Painter	16.88
23060 - Aircraft Servicer	15.51
23080 - Aircraft Worker	16.20
23110 - Appliance Mechanic	14.74
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	21.43
23130 - Carpenter, Maintenance	15.66
23140 - Carpet Layer	15.07
23160 - Electrician, Maintenance	19.69
23181 - Electronics Technician Maintenance I	16.54
23182 - Electronics Technician Maintenance II	20.22
23183 - Electronics Technician Maintenance III	23.22
23260 - Fabric Worker	16.31
23290 - Fire Alarm System Mechanic	15.85
23310 - Fire Extinguisher Repairer	15.82
23311 - Fuel Distribution System Mechanic	21.57
23312 - Fuel Distribution System Operator	19.22
23370 - General Maintenance Worker	15.25
23380 - Ground Support Equipment Mechanic	17.57
23381 - Ground Support Equipment Servicer	15.51
23382 - Ground Support Equipment Worker	16.20
23391 - Gunsmith I	15.82
23392 - Gunsmith II	17.45
23393 - Gunsmith III	19.01
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
18.13	
23430 - Heavy Equipment Mechanic	17.68
23440 - Heavy Equipment Operator	15.85
23460 - Instrument Mechanic	21.65
23465 - Laboratory/Shelter Mechanic	18.27
23470 - Laborer	10.49
23510 - Locksmith	15.37
23530 - Machinery Maintenance Mechanic	17.78
23550 - Machinist, Maintenance	18.92
23580 - Maintenance Trades Helper	12.74
23591 - Metrology Technician I	21.65
23592 - Metrology Technician II	22.46
23593 - Metrology Technician III	23.32
23640 - Millwright	20.24
23710 - Office Appliance Repairer	17.19
23760 - Painter, Maintenance	16.00



23790 - Pipefitter, Maintenance	19.15
23810 - Plumber, Maintenance	16.90
23820 - Pseudraulic Systems Mechanic	19.01
23850 - Rigger	19.79
23870 - Scale Mechanic	17.45
23890 - Sheet-Metal Worker, Maintenance	17.45
23910 - Small Engine Mechanic	14.16
23931 - Telecommunications Mechanic I	20.85
23932 - Telecommunications Mechanic II	23.40
23950 - Telephone Lineman	22.02
23960 - Welder, Combination, Maintenance	16.81
23965 - Well Driller	16.01
23970 - Woodcraft Worker	19.01
23980 - Woodworker	13.36
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.42
24580 - Child Care Center Clerk	13.18
24610 - Chore Aide	8.75
24620 - Family Readiness And Support Services Coordinator	11.66
24630 - Homemaker	12.01
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.64
25040 - Sewage Plant Operator	17.77
25070 - Stationary Engineer	19.64
25190 - Ventilation Equipment Tender	15.02
25210 - Water Treatment Plant Operator	17.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.21
27007 - Baggage Inspector	10.69
27008 - Corrections Officer	17.69
27010 - Court Security Officer	18.56
27030 - Detection Dog Handler	18.65
27040 - Detention Officer	17.69
27070 - Firefighter	17.49
27101 - Guard I	10.69
27102 - Guard II	18.65
27131 - Police Officer I	20.49
27132 - Police Officer II	22.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.13
28042 - Carnival Equipment Repairer	11.58
28043 - Carnival Equipment Worker	8.91
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	14.69
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	17.00
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.45
29020 - Hatch Tender	17.45
29030 - Line Handler	17.45
29041 - Stevedore I	15.25
29042 - Stevedore II	18.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	16.45
30022 - Archeological Technician II	18.38
30023 - Archeological Technician III	20.70
30030 - Cartographic Technician	22.32
30040 - Civil Engineering Technician	19.02
30061 - Drafter/CAD Operator I	14.78

30062 - Drafter/CAD Operator II	18.01
30063 - Drafter/CAD Operator III	19.10
30064 - Drafter/CAD Operator IV	23.50
30081 - Engineering Technician I	13.81
30082 - Engineering Technician II	15.42
30083 - Engineering Technician III	19.18
30084 - Engineering Technician IV	22.15
30085 - Engineering Technician V	25.26
30086 - Engineering Technician VI	30.79
30090 - Environmental Technician	16.24
30210 - Laboratory Technician	16.95
30240 - Mathematical Technician	22.32
30361 - Paralegal/Legal Assistant I	16.75
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.14
30364 - Paralegal/Legal Assistant IV	32.85
30390 - Photo-Optics Technician	22.32
30461 - Technical Writer I	18.81
30462 - Technical Writer II	23.01
30463 - Technical Writer III	27.84
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	18.19
30621 - Weather Observer, Senior (3)	19.10
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.95
31030 - Bus Driver	14.96
31043 - Driver Courier	11.96
31260 - Parking and Lot Attendant	8.86
31290 - Shuttle Bus Driver	12.60
31310 - Taxi Driver	9.37
31361 - Truckdriver, Light	12.60
31362 - Truckdriver, Medium	13.45
31363 - Truckdriver, Heavy	14.96
31364 - Truckdriver, Tractor-Trailer	15.07
99000 - Miscellaneous Occupations	
99030 - Cashier	8.23
99050 - Desk Clerk	9.73
99095 - Embalmer	22.02
99251 - Laboratory Animal Caretaker I	9.98
99252 - Laboratory Animal Caretaker II	12.50
99310 - Mortician	24.30
99410 - Pest Controller	14.20
99510 - Photofinishing Worker	11.24
99710 - Recycling Laborer	10.94
99711 - Recycling Specialist	12.89
99730 - Refuse Collector	10.39
99810 - Sales Clerk	11.47
99820 - School Crossing Guard	8.34
99830 - Survey Party Chief	16.38
99831 - Surveying Aide	11.17
99832 - Surveying Technician	14.89
99840 - Vending Machine Attendant	10.29
99841 - Vending Machine Repairer	14.11
99842 - Vending Machine Repairer Helper	10.30

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for 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.

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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.

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WD 05-2339 (Rev.-6) was first posted on www.wdol.gov on 09/25/2007

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

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

William W.Gross                      Division of  
 Director                              Wage Determinations

Wage Determination No.: 2005-2339  
 Revision No.: 6  
 Date Of Revision: 09/17/2007

This wage determination applies to the entire state of NEW HAMPSHIRE Excluding the cities and towns in ROCKINGHAM county listed below:

ROCKINGHAM County: Atkinson, Brentwood, Danville, Derry, East Kingston, Hampstead, Kingston, Newton, Plaistow, Salem, Sandown, Seabrook, and Windham.

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.08
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01111 - General Clerk I	11.08
01112 - General Clerk II	12.34
01113 - General Clerk III	13.84
01120 - Housing Referral Assistant	16.63
01141 - Messenger Courier	10.66
01191 - Order Clerk I	12.05
01192 - Order Clerk II	13.45
01261 - Personnel Assistant (Employment) I	13.59
01262 - Personnel Assistant (Employment) II	15.20
01263 - Personnel Assistant (Employment) III	16.95
01270 - Production Control Clerk	18.81
01280 - Receptionist	11.45
01290 - Rental Clerk	10.83
01300 - Scheduler, Maintenance	12.95
01311 - Secretary I	12.95
01312 - Secretary II	14.22
01313 - Secretary III	16.63
01320 - Service Order Dispatcher	14.17
01410 - Supply Technician	18.44
01420 - Survey Worker	12.89
01531 - Travel Clerk I	12.47
01532 - Travel Clerk II	13.50
01533 - Travel Clerk III	14.54
01611 - Word Processor I	12.54
01612 - Word Processor II	14.09
01613 - Word Processor III	15.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.63
05010 - Automotive Electrician	16.92

05040 - Automotive Glass Installer	16.11
05070 - Automotive Worker	16.04
05110 - Mobile Equipment Servicer	14.31
05130 - Motor Equipment Metal Mechanic	17.79
05160 - Motor Equipment Metal Worker	16.04
05190 - Motor Vehicle Mechanic	17.48
05220 - Motor Vehicle Mechanic Helper	13.49
05250 - Motor Vehicle Upholstery Worker	15.18
05280 - Motor Vehicle Wrecker	16.04
05310 - Painter, Automotive	18.40
05340 - Radiator Repair Specialist	16.04
05370 - Tire Repairer	12.26
05400 - Transmission Repair Specialist	17.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.67
07041 - Cook I	10.60
07042 - Cook II	12.31
07070 - Dishwasher	8.11
07130 - Food Service Worker	9.22
07210 - Meat Cutter	15.74
07260 - Waiter/Waitress	7.92
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.53
09040 - Furniture Handler	11.63
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	13.15
09110 - Furniture Repairer, Minor	14.81
09130 - Upholsterer	15.00
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.10
11060 - Elevator Operator	10.15
11090 - Gardener	12.77
11122 - Housekeeping Aide	10.46
11150 - Janitor	10.97
11210 - Laborer, Grounds Maintenance	11.75
11240 - Maid or Houseman	9.85
11260 - Pruner	12.08
11270 - Tractor Operator	12.07
11330 - Trail Maintenance Worker	11.75
11360 - Window Cleaner	11.72
12000 - Health Occupations	
12010 - Ambulance Driver	13.38
12011 - Breath Alcohol Technician	16.66
12012 - Certified Occupational Therapist Assistant	18.48
12015 - Certified Physical Therapist Assistant	18.71
12020 - Dental Assistant	17.21
12025 - Dental Hygienist	32.37
12030 - EKG Technician	23.59
12035 - Electroneurodiagnostic Technologist	23.59
12040 - Emergency Medical Technician	14.46
12071 - Licensed Practical Nurse I	14.88
12072 - Licensed Practical Nurse II	16.66
12073 - Licensed Practical Nurse III	18.57
12100 - Medical Assistant	13.89
12130 - Medical Laboratory Technician	17.82
12160 - Medical Record Clerk	12.20
12190 - Medical Record Technician	14.04
12195 - Medical Transcriptionist	14.15
12210 - Nuclear Medicine Technologist	29.33
12221 - Nursing Assistant I	9.89
12222 - Nursing Assistant II	11.11
12223 - Nursing Assistant III	12.12
12224 - Nursing Assistant IV	13.61
12235 - Optical Dispenser	15.33
12236 - Optical Technician	14.88

12250 - Pharmacy Technician	12.64
12280 - Phlebotomist	13.61
12305 - Radiologic Technologist	23.44
12311 - Registered Nurse I	20.96
12312 - Registered Nurse II	25.64
12313 - Registered Nurse II, Specialist	25.64
12314 - Registered Nurse III	31.01
12315 - Registered Nurse III, Anesthetist	31.01
12316 - Registered Nurse IV	37.18
12317 - Scheduler (Drug and Alcohol Testing)	20.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.49
13012 - Exhibits Specialist II	19.62
13013 - Exhibits Specialist III	24.01
13041 - Illustrator I	15.12
13042 - Illustrator II	18.74
13043 - Illustrator III	22.91
13047 - Librarian	20.74
13050 - Library Aide/Clerk	10.20
13054 - Library Information Technology Systems Administrator	18.74
13058 - Library Technician	12.94
13061 - Media Specialist I	13.57
13062 - Media Specialist II	15.12
13063 - Media Specialist III	16.85
13071 - Photographer I	13.41
13072 - Photographer II	15.08
13073 - Photographer III	18.66
13074 - Photographer IV	22.85
13075 - Photographer V	27.64
13110 - Video Teleconference Technician	14.86
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.46
14042 - Computer Operator II	17.31
14043 - Computer Operator III	19.30
14044 - Computer Operator IV	21.44
14045 - Computer Operator V	23.74
14071 - Computer Programmer I (1)	18.33
14072 - Computer Programmer II (1)	21.51
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	14.05
14160 - Personal Computer Support Technician	20.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.23
15020 - Aircrew Training Devices Instructor (Rated)	32.93
15030 - Air Crew Training Devices Instructor (Pilot)	36.28
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	25.60
15070 - Flight Instructor (Pilot)	36.28
15080 - Graphic Artist	18.26
15090 - Technical Instructor	19.48
15095 - Technical Instructor/Course Developer	23.83
15110 - Test Proctor	15.73
15120 - Tutor	15.73
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.69
16030 - Counter Attendant	9.69
16040 - Dry Cleaner	12.88
16070 - Finisher, Flatwork, Machine	9.69
16090 - Presser, Hand	9.69
16110 - Presser, Machine, Drycleaning	9.69
16130 - Presser, Machine, Shirts	9.69



16160 - Presser, Machine, Wearing Apparel, Laundry	9.69
16190 - Sewing Machine Operator	13.66
16220 - Tailor	14.27
16250 - Washer, Machine	10.78
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.06
19040 - Tool And Die Maker	20.15
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.38
21030 - Material Coordinator	18.81
21040 - Material Expediter	18.81
21050 - Material Handling Laborer	12.03
21071 - Order Filler	11.09
21080 - Production Line Worker (Food Processing)	13.38
21110 - Shipping Packer	13.50
21130 - Shipping/Receiving Clerk	13.50
21140 - Store Worker I	12.46
21150 - Stock Clerk	15.17
21210 - Tools And Parts Attendant	13.38
21410 - Warehouse Specialist	13.38
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.56
23021 - Aircraft Mechanic I	20.54
23022 - Aircraft Mechanic II	21.56
23023 - Aircraft Mechanic III	22.64
23040 - Aircraft Mechanic Helper	14.72
23050 - Aircraft, Painter	17.94
23060 - Aircraft Servicer	16.59
23080 - Aircraft Worker	17.54
23110 - Appliance Mechanic	19.56
23120 - Bicycle Repairer	12.26
23125 - Cable Splicer	24.64
23130 - Carpenter, Maintenance	17.95
23140 - Carpet Layer	17.49
23160 - Electrician, Maintenance	19.54
23181 - Electronics Technician Maintenance I	16.19
23182 - Electronics Technician Maintenance II	19.03
23183 - Electronics Technician Maintenance III	22.63
23260 - Fabric Worker	17.04
23290 - Fire Alarm System Mechanic	21.13
23310 - Fire Extinguisher Repairer	16.09
23311 - Fuel Distribution System Mechanic	19.10
23312 - Fuel Distribution System Operator	17.00
23370 - General Maintenance Worker	15.36
23380 - Ground Support Equipment Mechanic	20.54
23381 - Ground Support Equipment Servicer	16.59
23382 - Ground Support Equipment Worker	17.54
23391 - Gunsmith I	16.09
23392 - Gunsmith II	18.02
23393 - Gunsmith III	20.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.51
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.42
23430 - Heavy Equipment Mechanic	18.24
23440 - Heavy Equipment Operator	19.06
23460 - Instrument Mechanic	20.47
23465 - Laboratory/Shelter Mechanic	19.04
23470 - Laborer	12.03
23510 - Locksmith	17.07
23530 - Machinery Maintenance Mechanic	19.77
23550 - Machinist, Maintenance	17.66
23580 - Maintenance Trades Helper	11.96
23591 - Metrology Technician I	19.90
23592 - Metrology Technician II	20.88
23593 - Metrology Technician III	21.82

23640 - Millwright	22.78
23710 - Office Appliance Repairer	18.81
23760 - Painter, Maintenance	15.00
23790 - Pipefitter, Maintenance	21.29
23810 - Plumber, Maintenance	19.50
23820 - Pneudraulic Systems Mechanic	20.02
23850 - Rigger	20.02
23870 - Scale Mechanic	18.02
23890 - Sheet-Metal Worker, Maintenance	17.59
23910 - Small Engine Mechanic	14.87
23931 - Telecommunications Mechanic I	24.08
23932 - Telecommunications Mechanic II	26.09
23950 - Telephone Lineman	22.44
23960 - Welder, Combination, Maintenance	18.55
23965 - Well Driller	17.59
23970 - Woodcraft Worker	20.02
23980 - Woodworker	12.69
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.90
24580 - Child Care Center Clerk	11.10
24610 - Chore Aide	9.22
24620 - Family Readiness And Support Services Coordinator	11.26
24630 - Homemaker	13.07
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.73
25040 - Sewage Plant Operator	18.56
25070 - Stationary Engineer	18.73
25190 - Ventilation Equipment Tender	15.13
25210 - Water Treatment Plant Operator	18.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.99
27007 - Baggage Inspector	11.57
27008 - Corrections Officer	17.69
27010 - Court Security Officer	18.18
27030 - Detection Dog Handler	15.83
27040 - Detention Officer	17.69
27070 - Firefighter	18.88
27101 - Guard I	12.50
27102 - Guard II	15.83
27131 - Police Officer I	20.49
27132 - Police Officer II	21.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.76
28042 - Carnival Equipment Repairer	11.38
28043 - Carnival Equipment Worker	8.91
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	12.12
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	17.30
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.57
29020 - Hatch Tender	20.57
29030 - Line Handler	20.57
29041 - Stevedore I	20.29
29042 - Stevedore II	22.63
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	17.19
30022 - Archeological Technician II	19.23
30023 - Archeological Technician III	23.83

30030 - Cartographic Technician	23.87
30040 - Civil Engineering Technician	20.86
30061 - Drafter/CAD Operator I	16.04
30062 - Drafter/CAD Operator II	19.23
30063 - Drafter/CAD Operator III	21.44
30064 - Drafter/CAD Operator IV	23.83
30081 - Engineering Technician I	13.56
30082 - Engineering Technician II	15.21
30083 - Engineering Technician III	19.94
30084 - Engineering Technician IV	21.61
30085 - Engineering Technician V	25.79
30086 - Engineering Technician VI	31.20
30090 - Environmental Technician	17.86
30210 - Laboratory Technician	19.31
30240 - Mathematical Technician	21.86
30361 - Paralegal/Legal Assistant I	16.02
30362 - Paralegal/Legal Assistant II	19.84
30363 - Paralegal/Legal Assistant III	24.26
30364 - Paralegal/Legal Assistant IV	29.36
30390 - Photo-Optics Technician	23.87
30461 - Technical Writer I	20.41
30462 - Technical Writer II	24.96
30463 - Technical Writer III	30.20
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	21.49
30621 - Weather Observer, Senior (2)	23.78
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.26
31030 - Bus Driver	14.46
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.72
31290 - Shuttle Bus Driver	14.15
31310 - Taxi Driver	11.16
31361 - Truckdriver, Light	14.15
31362 - Truckdriver, Medium	15.11
31363 - Truckdriver, Heavy	17.60
31364 - Truckdriver, Tractor-Trailer	17.60
99000 - Miscellaneous Occupations	
99030 - Cashier	8.66
99050 - Desk Clerk	10.11
99095 - Embalmer	27.90
99251 - Laboratory Animal Caretaker I	9.32
99252 - Laboratory Animal Caretaker II	9.91
99310 - Mortician	28.59
99410 - Pest Controller	14.63
99510 - Photofinishing Worker	12.42
99710 - Recycling Laborer	14.35
99711 - Recycling Specialist	15.99
99730 - Refuse Collector	13.35
99810 - Sales Clerk	11.45
99820 - School Crossing Guard	10.54
99830 - Survey Party Chief	16.95
99831 - Surveying Aide	10.31
99832 - Surveying Technician	15.42
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.15
99842 - Vending Machine Repairer Helper	12.07

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

#### Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATION 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.: CBA-2008-1935  
Revision No.: 0  
Date Of Last Revision: 2/14/2008

State: Vermont

Area: Statewide

Employed on Department of Homeland Security, Immigration and Customs Enforcement, Federal Protective Service contract for Guard II Services for Vermont Statewide.

Collective Bargaining Agreement between contractor: MVM Incorporated, and union: Security Police and Fire Professionals of America (SPFPA) and it Local Local 49, effective 10/1/2007 through 9/30/2010.

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

**Between**



**MVM, Inc.**

**And the**

**Security Police and Fire Professionals of America (SPFPA)**

**and its Local**

**From: October 1, 2007 to September 30, 2010**



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## PREAMBLE

THIS AGREEMENT is entered into by and between MVM, Inc., hereinafter referred to as the “Company” and the Security Police and Fire Professionals of America (SPFPA) and its Local, hereinafter referred to as the “Union” as representative of all non-supervisory employees, in the mutual interest of the employees and the Company to promote and further the efficiency and economy of operations to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

This Agreement supersedes any and all prior Agreements between the Company and the Union. The effective date of the Agreement is October 1, 2007.

## ARTICLE #1 UNION RECOGNITION

The Company hereby recognizes the Union as the sole bargaining agent for all its non—supervisory employees at all FEDERAL BUILDINGS IN VERMONT, excluding all managerial employees and supervisors, as defined in Section 2 of the National Labor Relations Act, as amended.

## ARTICLE #2 DEFINITIONS

“Client” shall mean the General Services Administration.

“Contract Manager” shall mean the individual designated by MVM from time to time as its contract manager.

“Employee” shall mean MVM, Inc., employees within the Bargaining Unit defined in Article I of this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

“Full time Employees” shall mean those Employees classified as “full-time” who may be scheduled or work forty (40) hours per week.

“Government” shall mean the United States Government, including all of its respective agencies and departments.

“Part time Employees” shall mean those Employees classified as “part-time” who may be scheduled or work less than thirty two (32) hours per week.

“Prime Contract” shall mean the contract between the Client and the Employer to provide security services at buildings in Vermont.

“Supervisor” or the “Employee’s Supervisor” shall mean the individual next higher than the Employee in the chain of command who is not a member of the Bargaining Unit.

ARTICLE 3  
AGENCY SHOP AND DUES CHECK-OFF

- A. Dues Check-off: The Company agrees to deduct monthly dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made per pay period, not to exceed two (2) pay periods in a month. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by the Union. The Employee, upon 30 days’ written notice served upon the Company and the Union, may revoke such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to what the Union membership dues are. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company’s compliance with the provisions of this Article.
- B. Agency Shop: All Employees employed in the State Vermont who are not members of the Union, shall pay the Union a Service Fee. This Service Fee shall be an amount determined by a Certified Public Accountant as necessary to cover the costs of negotiating and administering the collective bargaining agreement, which amount shall not exceed the Union’s regular and usual initiation fees and dues, and shall not include any assessments, special or otherwise. Non-members will be provided with a copy of the Union’s procedures for filing fair share fee objections. Such payments shall commence after the 30th day after their date of hire, on the next monthly deduction period. Service fees shall be deducted via check off card. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may do so legally. The company agrees to deduct the fee from the Employees paycheck on a monthly basis. These deductions will be made per pay period, not to exceed two (2) pay periods in a month. The CPA shall be selected by the Union and paid by the Union.

Employees who are members of, and adhere to, the established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations as a condition of employment will be required to pay an amount equal to the Service Fee required above, to a tax-exempt (under Section 501 [c] [3] of the IRS Code), non-religious charitable organization. The Union shall have the right to charge any Employee exercising this option the reasonable cost of using the arbitration procedure of this Agreement on the Employee’s individual behalf. Further, any Employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

- C. TERMINATION FOR NON-COMPLIANCE WITH UNION SECURITY AND MEMBERSHIP PROVISIONS: It is understood that the Union will make attempts to enforce

compliance prior to referring an employee to the Company. Pursuant to this section, if any employee fails to comply with the requirements detailed in paragraph B above, an employee may be terminated. The employee must first be notified by the union, via certified letter, return receipt requested, to pay the prescribed initiation fee and/or Union dues. If the employee pays the delinquent initiation fee and/or Union dues within a reasonable period after receipt of the notification, the employee will not be disciplined. All discipline will be given using the progressive method to encourage compliance prior to termination. This article shall not apply where prohibited by state law.

- D. DIRECT DEPOSIT: The Company will remit all dues that are authorized deductions to the financial Secretary/Treasurer of the International Union, Security Police and Fire Professionals of America (SPFFPA), Local 499 within 72 hours from the date the deduction was made. The Company shall furnish the Union with a deduction list, setting forth the name and amount of dues and initiation fees. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assume full responsibility for the disposition of the funds so deducted once they are paid over to the Union. Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

The Check-off Authorization Card to be executed and furnished to the Company by the Union and the Employees shall be the official Union Authorization for Check-off Dues. The Company shall accept no other form unless the parties mutually agree to the substitution.

#### ARTICLE #4 MANAGEMENT RIGHTS

- A. The Employer shall retain all rights, powers, and authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to:
1. Manage its operations and to direct the work force;
  2. Determine and change the methods and manner in which services are provided;
  3. Introduce new methods or improved methods of operations or equipment;
  4. Determine and change the size, composition and qualifications of the work force;
  5. Determine the extent to which and the manner and means its business will be operated or shut down in whole or in part;
  6. Determine whether and to what extent any work shall be performed by employees and how it shall be performed;

7. Maintain order and efficiency at the work site and in its operations including the right to select, hire, promote, demote, lay off, assign and train employees;
  8. Subcontract any part of its operations, including unit work; to select and determine supervisory employees;
  9. Bid or not bid, or to rebid or not rebid, contracts with the Client;
  10. Determine and change starting times, quitting times, schedules and shifts;
  11. Determine and change methods and means by which operations are to be carried on;
  12. Establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct;
  13. Comply with both the oral and written requests of the Client, and to assign duties to employees in accordance with the needs and requirements of the Client and the Employer, as determined by the Employer.
- B. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates of the Client. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such right.
- C. The Employer shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement for just cause.

#### ARTICLE #5 EQUAL OPPORTUNITY

- A. In accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees hereunder, regardless of sex, color, age, race, creed or national origin. The Company and the Union also recognize the desirability of implementing the national policy of providing equal opportunity to all persons and agree to work actively toward the implementation of that policy.
- B. There will be no discrimination against any employee on account of membership in, or activity on behalf of, the Union.

ARTICLE #6  
ACCESS TO UNIT

Duly authorized representatives of the Union shall be permitted, 'with the Client's permission, to investigate the standing of all employees and investigate the conditions at the Client facility covered by this agreement to see that the agreement is being enforced, provided that no interview shall be held during rush hours, and will not interrupt the duties of any employee. The Company shall be notified by the Union Representative before he shall take action with persons involved. The representative of the Union shall contact the highest-ranking Company representative then present at the facility and inform him of the circumstances. The employer and the Union representative shall conduct themselves in such manner as to carry out the intent and spirit of this section.

ARTICLE #7  
PROBATIONARY PERIOD

- A. Every new or rehired employee shall be on probation for the first ninety (90) days of employment or re-employment.
- B. At any time during such an initial probationary period, an employee may be discharged for any reason, and any such employee so discharged shall not have the right to file a grievance or seek arbitration under this Agreement.
- C. Any employee promoted to a job classification covered by this collective bargaining agreement from a lower-paid classification shall be on probation for the first ninety (90) days of employment in the new classification. At any time during such a probationary period, the Company may, for any reason, return the employee to that employee's former position without any loss of seniority: and any such employee shall not have the right to file a grievance or have other recourse to grievance procedure with regard to any such return to former classification. A promoted employee shall, during the ninety (90) day period and thereafter, have the right to file a grievance and resort to the grievance procedure with regard to all matters covered by this Agreement.

ARTICLE #8  
SENIORITY

- A. Not later than fifteen (15) days prior to the expiration of the Company's Prime Contract, the Company shall furnish the Union and the successor contractor a list of all its current employees together with their dates of hire and the dates their last vacation pay was paid by the Company. The following sections in this Article shall become applicable and shall be in force and effect upon the establishment of the seniority list. Seniority shall, for all purposes of this Article, be on the basis of classification. Seniority of employees with the same hire date shall be ranked by Contract Guard Information Manual (CGIM) score with ties broken by original 40 hour training pistol score. (8/8/07)

B. In the event that the Company finds it necessary to layoff employees for any reason, other than disciplinary, such layoffs shall be on the basis of job classification, i.e., the employee on duty in the facility where the layoff occurs having the shorter period of continuous service shall be laid-off before any other employee having a longer period of continuous service. The Company shall recall such laid-off employees in reverse order. Senior employees shall have preference of fulltime employment at all times if equal distribution of work is impossible. Senior employees may, however, exercise their seniority rights by taking a job in a lower classification.

C. Employees shall have the right to select available work schedules by seniority and as equitably as practicable within the appropriate shift. Each employee shall be given his work schedule.

The work schedule for each week shall be posted at least four (4) days prior to the beginning of the work week.

D. Except as otherwise provided herein, seniority shall be measured from the date of the employee's hire at any facility with the Company or a predecessor employer engaged in providing similar services at that facility under Section E of this Article. Employees transferred by the Company to any facility covered by this Agreement shall have their seniority measured from the date of the initial hire by the Company, or its franchisee as the case may be, regardless of where such service was performed.

E. An employee shall lose his seniority upon his retirement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

1. Fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by the Company to be beyond the control of the employee and he reported such conditions as soon as possible;
2. Has been laid-off for a period exceeding one (1) year;
3. Is absent from work for three (3) consecutive work days without properly notifying the Company of the reason for absence, even though the reason for such absence is beyond the control of the employee, or in any event, fails to report for work as scheduled without such reason;
4. Fails, while on layoff, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but not later than seven (7) work days and provided that the employee notifies the Company within three (3) days of such notice that he will return, to work within the seven (7) day period.

The Company fulfills its obligation under this Section by sending notice by Telegram or by certified Letter to the last known address of the employee. It is the obligation of the employee to keep the Company informed of his current address and telephone number.



- F. An employee who has occupied a position with the Company covered by this Agreement and who accepts a position with the Company in a classification not covered by this Agreement will continue to accrue seniority for nine (9) months, after which period he shall retain his accumulated seniority, provided he remains in the employ of the employer.

ARTICLE #9  
DISCIPLINE

- A. No employee who has completed the Probationary Period shall be discharged without just cause, and all dismissals will be subject to the grievance procedure and arbitration' provisions of this Agreement. All reprimands and discharge notices shall be in writing and shall be signed by the employer's Supervisor or Contract Manager. Copies of the reprimand or discharge notice shall be given to the employee reprimanded and to the Shop Steward upon request of the employee.

Three (3) reprimands for any reason may result in immediate dismissal.

Actions that, as deemed appropriate by the Employer, establish just cause for and may result in immediate dismissal of an employee, regardless of the number of prior reprimands include, but shall not be limited to:

1. Abuse of authority;
2. Neglect of duties;
3. Breach of the chain of command, (except to the extent reasonably comply with the orders or accommodating the needs of the Client);
4. Conduct which impugns or disparages the Client or its agents, or the its agents, to the Government or to other third parties;
5. Inappropriate conduct directed at or involving Client employees, or the general public,
6. Insubordination;
7. Violation of the Client's or the Employer's code of conduct and/or performance standards, as determined by the Employer or the Government;
8. Dishonesty;
9. Misappropriation of funds;
10. Theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics;
11. Immoral conduct;

12. Fighting;
  13. Sleeping while on duty;
  14. Destruction of property;
  15. Criminal misconduct or conviction of a crime;
  16. Falsifying or misrepresenting information on his/her application for employment or as otherwise supplied to the Employer or the Government;
  17. Committing a serious breach of security, as determined in the sole discretion of the Employer;
  18. Termination, suspension, or withdrawal of the employee's credentials by the Government, or the employee is otherwise asked to be removed from working under the Employer's contract with the Government;
  19. The employee is absent from work for three (3) consecutive scheduled days without advising the Employer and giving reasons acceptable to the Employer for such absence, or is absent without good cause - on three (3) non-consecutive work days within any forty-five (45) calendar day period; Good cause to include but not limited to; health and welfare, accident or act of god;
  20. The employee overstays a leave of absence or a vacation without an acceptable excuse given the nature of the Employer's operations;
  21. The employee gives a false reason for obtaining a leave of absence, or engages in other employment during such leave.
- B. Employer may discipline an employee in accordance with the Orders and Procedures established and in accordance with the Management Rights provided in Article 4.

#### ARTICLE #10 GRIEVANCE PROCEDURE

- A. A grievance is defined as a claim or dispute by the employer or employee or the Union concerning the interpretation or the application of this Agreement or of any local addendum hereto.
- B. All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure:
1. Step 1: The employee who has a grievance shall discuss it with the Supervisor either himself or through his steward, within five (5) working days of the incident being

grieved, If the grievance is not settled within three (3) working days of the Step 1 meeting, it may be appealed by the Steward to the Supervisor to Step 2 within five (5) days of the Step 1 meeting. Company grievances shall be processed beginning with Step 2.

2. Step 2: If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the Project Manager within ten (10) working days from the date of the event giving rise to the grievance. The written grievance shall be in the format of Attachment A hereto, shall be signed by the grievant, and shall set forth sufficient detail to enable the Employer to determine the nature of the grievance, the specific provision of this Agreement alleged to have been violated, the circumstances surrounding the grievance, and the adjustment or relief sought. The Union Representative and the Project Manager will discuss the grievance. If the grievance is not disposed of to the satisfaction of the party filing the grievance at Step 2, the grievance may be appealed to Step 3 by the party or representatives of the party filing the grievance by filing a written appeal to the opposing party within seven (7) days after Step 2.
  3. Step 3: Within seven (7) days after the appeal of the opposing party, the parties (the company represented by the (Company Director of Human Resources and the Union represented by the Union Vice-President) will attempt to settle the grievance. The party being complained against shall render the party's written decision within five (5) days of such meeting. If a grievance that may be appealed to arbitration by the Company or the Union' is not disposed of to the satisfaction of the complaining party, the Representative may do so by lodging a written appeal with the other party within ten (10) days of receipt of such written decision.
- C. A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed within five (5) days of discharge.
- D. A grievance not involving discharge shall be without effect unless filed in writing within seven (7) days from the date the complaining party discovered the facts or should have discovered the facts giving rise to the grievance.
- E. Stewards shall be afforded reasonable time off without pay to investigate, discuss and present grievances. Such time shall be kept to a minimum.
- F. At any step of the grievance procedure, the Company or the Union may designate a substitute for the official designated herein, other than persons who have previously participated in such grievance. The officially designated representative of either party may be accompanied by two (2) other persons at any Step of the procedure except Step 1. The parties may mutually agree that further representatives may be present.
- G. The time limits set forth in this Article may be extended mutually in writing. Time limits are exclusive of Saturday, Sunday and recognized holidays.

ARTICLE #11  
ARBITRATION

- A. Only grievances involving the interpretation of an express provision contained in this Agreement may be submitted to arbitration, subject to the exceptions contained in this Agreement. Further, no grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Employer's contract(s) with the Government, or the Employer's adherence to an oral or written request of the Government are subject to this Step Four since the parties hereby agree that those matters are not arbitrable. Except as limited above, any grievance not resolved at Step Three may be submitted to arbitration by the Employer or the Union using the following procedure. No individual grievant may move a grievance to Step Four.
  
- B. Within ten (10) days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) days of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall meet within five (5) days of the receipt of the list and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth (5th), remaining person shall thereupon be selected as the impartial arbitrator.
  
- C. Upon the Employer's request, the arbitrator shall conduct a prehearing not less than sixty (60) calendar days before any scheduled arbitration hearing, the sole and exclusive purpose of which shall be to determine whether the grievance is arbitrable under this Agreement.
  
- D. During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his finding and award in writing within fifteen (15) calendar days after the conclusion of the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the Grievant or Grievants involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than five (5) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment, pension or any other retirement benefit, and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. The arbitrator may not award interest or punitive damages under any circumstances.

The decision of the impartial arbitrator shall have no authority to (a) modify, amend, add to or subtract from any of the terms or conditions of this Agreement, (b) establish or modify any wage rate; (c) construe this Agreement to limit the Employer's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply law, including the requirements of the Service Contract Act and implications of Wage Determinations; or (e) consider any matter or substitute his/her judgment for that of the

Client's regarding a written or oral determination or request of the Client, the contracting officer or other official of the Government.

- E. All costs of the arbitration shall be borne by the non-prevailing party, including without limitation, the arbitrator's fee and expenses (including the cost of any hearing room or transcript), all expenses and compensation of for any witness of either Party, and all reasonable legal fees incurred by the Parties. Any settlement of a grievance before judgment shall explicitly address the sharing or bearing of costs, expenses, and legal fees.

#### ARTICLE #12 MILITARY LEAVE

- A. Employees entering the Military or Naval Service, Red Cross, or other combat relief service or conscripted Civil Service of the United States during the life of this Agreement will be placed on military leave of absence in accordance with the provisions of the applicable federal law, and will retain their seniority while in such service and be returned to their former positions upon honorable discharge from service, provided they are physically and mentally capable of working.
- B. An employee who is a member of a Military Reserve Unit or National Guard and who is required to participate in active training will be granted a leave of absence without pay for the period of such training duty, not to exceed thirty (30) days in any year. Employees recalled to active duty as members of a Military Reserve or National Guard Unit will retain their seniority while in such service and be returned to their former position upon honorable discharge from active service, provided they are physically and mentally capable of working.
- C. An employee applying for leave under this Article will give the Company at least five (5) working days notice prior to reporting date, if possible.

#### ARTICLE #13 PERSONAL LEAVE OF ABSENCE

- A. This Article shall apply to unpaid Personal Leaves of Absence not to exceed thirty (30) calendar days. Unpaid personal leave will not be granted unless employee has exhausted all paid leave for which he or she is eligible. Such leaves may be granted at the sole discretion of the Employer while not accruing seniority. This Article shall not apply to leaves of absence taken pursuant to the Family and Medical Leave Act ("FMLA") or the Uniformed Services Employment and Reemployment Rights Act (USERRA). Such leaves of absence shall be governed by the terms of FMLA, USERRA, or state statute, as applicable. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence, without a guarantee. Unpaid leaves of absence may be taken only with written approval of the Employer, or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will lead to disciplinary action.

- B. Except as otherwise provided herein, a leave of absence under this Article will not be considered employment time for seniority. For example, an employee works continuously for nine (9) months and is granted a thirty (30) day leave of absence without pay. When the employee returns to work, he has nine (9) months seniority and will be required to work three (3) more months in order to have one (1) year seniority.
- C. Upon return from a leave of absence, the employee will be returned to work for which he can qualify in his job classification on the basis of seniority.
- D. Any employee who engages in gainful employment without permission of the Company while on leave of absence shall be subject to discharge.
- E. A Personal Leave of Absence shall be processed in the following manner:
  - 1. Any request for a Personal Leave of Absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:
    - a) The reasons for such leave;
    - b) The effective date of such leave; and
    - c) The estimated date of return to work.
  - 2. The written request for a Personal Leave of Absence shall be submitted to the employee's Supervisor for final disposition.
  - 3. If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the Employee involved.
- H. All Personal Leaves of Absences shall be subject to the following general provisions:
  - 1. Any employee who receives a Personal Leave of Absence shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.

2. Such leaves shall be without payroll compensation or benefits unless the employee is eligible for personal days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees.

I. Notwithstanding the above, employees in locations subject to the FMLA and who are eligible for leaves under that Act, shall be eligible for leaves in accordance with that Act. Leaves granted under the FMLA may be concurrent with leaves otherwise covered by this Article, and the Employer may require employees taking FMLA covered leaves to utilize paid time off as a part of the leaves so taken. For purposes of the FMLA, eligibility shall be measured, in part, based on the number of weeks of FMLA taken in the 12-month period preceding the first day of the leave.

If the Employee files for medical leave on false pretext or works for another employer without' preauthorization from the company, the Employee will be removed from employment with Employer.

#### ARTICLE #14 BEREAVEMENT LEAVE

- A. In the instance of the death of a member of the immediate family of the regular employee occurring after the completion of the employee's probationary period, the employee will be eligible for a paid leave of absence not to exceed three (3) days to enable such employee to attend the funeral and otherwise assist in the arrangements pertaining to the burial of such member of the family. A days pay will consist of the employee's regular base rate for eight (8) hours scheduled for the day during which the bereavement leave occurs and shall be applicable only to the days within his/her regular workweek.
- B. The term "immediate family" as used herein is defined as consisting of the following members only: mother, father, mother-in-law, father-in-law, spouse, son, daughter, sister, brother, grandparents, and grandchildren.
- C. No employee who is otherwise entitled to such bereavement leave under this article shall receive such benefits unless he/she gives reasonable notice to the company prior to taking time off for bereavement leave. The employee must have completed the probationary period set forth herein.

#### ARTICLE #15 SHOP STEWARDS

- A. Shop stewards shall be designated by the Union from the group they are to represent, and the Union will notify the Company of the duly designated shop steward(s) at the Client's facility. The Union shall give the Employer not less than forty-eight hours prior notice before appointing or removing a steward.

- B. The shop stewards shall not interfere with management of the business or direct any work of any employee, but may advise the Company of any violations of the Agreement and also notify the employee participating therein.

ARTICLE #16  
REST PERIODS

Reasonable rest periods will be provided during the work period but will not exceed fifteen (15) minutes during a continuous four (4) hour period. Single person posts are self-relieving.

ARTICLE #17  
LAYOFFS AND RECALLS

In the event of a reduction of forces, the Company will give reasonable notice of layoff, under the circumstances, to the employees with the least seniority within the Bargaining Unit, and will recall employees in the reverse order, such recall to be by job classification. No new employees will be hired until all qualified, laid-off employees have been offered the position(s) involved.

ARTICLE #18  
WAGES

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

ARTICLE #19  
OVERTIME

- A. Employees shall be paid one and one-half (1 1/2) times the hourly rate of pay for all times worked in excess of forty (40) hours per week.
- B. A regular full-time employee who has completed his shift has left the Company facility and is thereafter called for work at any time prior to or before his next scheduled shift will be provided with four (4) hours of work or pay.
- C. Security Police Officers under arms will not work more than twelve (12) hours per day without a twelve (12) hour break.
- D. Overtime work will be distributed among the employees qualified to perform the work necessitating overtime within the appropriate shift as equitably as practicable. Overtime lists will be made available to Shop Stewards on request. The Company will give as much notice of overtime as practicable.
- E. No overtime will be worked except by prior direction of the proper supervisory personnel of the Company, except in case of emergency recognized by Employer and when prior authority



cannot be obtained. Overtime will be offered to on site qualified personnel by seniority on a rotating basis. Overtime not filled on site will be offered to qualified employee by seniority on a rotating basis to ensure equitable distribution of available overtime.

- F. For overtime purposes, a day is the twenty-four (24) hour period as set forth in the Company's contract with the Client.
- G. Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.

ARTICLE #20  
HEALTH AND WELFARE

- A. To be eligible for Health and Welfare Benefits, an Employee must have completed thirty (30) days of service. Health and welfare payments shall be provided by the Employer on behalf of the Employees at the rate set forth in Appendix A to this Agreement, which is attached hereto and incorporated herein by reference. The Employees may elect to have the payments placed in a plan sponsored by the Employer or by the Union, the Health and Welfare plan must provide for standard dental coverage. The option to participate in the Employer plan must be made by not less; than one hundred percent (100%) of the Employees in the Bargaining Unit at the start of each contract year, excluding those Employees who can provide proof of coverage under another group health plan to receive payment in cash. If the Employees do not participate in the Employer plan, the Employer shall, as directed by the Union, make the payment entirely to the Union for use in the Union plan and/or in cash to the Employees, as stated above. Employee may elect to have all Health and Welfare funds deposited into the MVM 401k Plan.
- B. All Employees who are eligible for Family Medical Leave will be required during the twelve-week period of leave to make any required Employee contribution toward health and dental coverage.
- C. All Employees who are not eligible for Family Medical Leave may maintain their health and dental coverage by paying the full premium required under the operating insurance plan.

- D. Nothing in this Section, or in this entire Agreement, shall be construed to limit the Union and/or the Employer from communicating with the employees about The aforementioned health and welfare plan; however, no Employer-sponsored meetings at which benefit plans are to be discussed shall be held unless representatives of the Union are permitted to attend and present information concerning a Benefit Program.

ARTICLE #21  
VACATIONS

- A. Each full-time employee shall earn Vacation time in accordance with the following schedule:
- Two (2) weeks paid vacation after one (1) years of service with a contract or successor
  - Three (3) weeks paid vacation after ten (10) years of service with a contractor or successor
  - Four (4) weeks paid vacation after fifteen (15) years of service with a contractor or successor.
- B. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed and with predecessor contractor in performance of similar work at the same federal facility.
- C. Vacation time is not earned in a prorated manner. That is, an Employee who has not completed a specific year of service has not earned any vacation time for the current year of service.
- D. Part-time employees shall earn vacation time at the same time and in the same manner as full-time employees, except that earned time will be prorated based on the Employee's total hours worked during the previous year as compared to 2,080 hours.
- E. Vacation requests shall be submitted to the Employee's supervisor at least twenty-one (21) days in advance of the requested vacation start date. Consistent with Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of Vacation time may take their vacation in segments of less than one (1) week each. Vacations must be taken in one (1) day increments. The Supervisor will attempt to approve vacation schedules so as to be mutually satisfactory to the Employee and the Employer in line with the seniority of an employee; provided, however, that the final allocation of vacation periods shall rest exclusively with the Employer in order to ensure orderly and efficient operation.
- F. Vacation pay shall be paid at the Employee's rate of pay. Vacation time will not be considered as time worked for the purposes of computing overtime. Vacation time will be paid in the Employee's regularly scheduled paycheck for the period during which the vacation occurs.

- G. Earned but unused vacation time remaining at the time the Employee's employment is terminated will be cashed out and paid to the Employee on the first pay day following the termination of the employee's employment.
- H. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on a leave of absence or laid-off unless otherwise required by the United States Department of Labor.

ARTICLE #22  
HOLIDAYS

- A. All Employees shall receive Holiday Pay for the following holidays, at the employees regular scheduled work hours:

New Years Day	Martin Luther King Birthday
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

- B. A full-time employee who is not required to work on a Holiday shall be paid eight (8) hours of "Holiday Pay," calculated by multiplying eight times his or her base hourly straight time rate, exclusive of any shift or overtime premium. Holidays will be paid and recognized to be on the day it is observed by the government.
- C. An employee who works on a Holiday will be paid for all hours he/she works. The employee shall also receive eight (8) hours of Holiday Pay if:
  - 1. The employee works on the Holiday as scheduled or assigned, and on his/her last scheduled work day prior to, and his/her first scheduled work day after, the day on which the Holiday is observed; and
  - 2. The employee is not laid off or on a leave of absence.
- D. Any part-time employee who works as scheduled on a Holiday shall receive the Employee's appropriate rate of pay for all hours worked on the Holiday plus prorated Holiday Pay based on the prior week's hours of work.
- E. Holiday pay for part-time employees who do not work on a Holiday and who meet the eligibility requirements set out in Section C, above, shall be paid only a proration of the full-time benefit based on their prior week's hours of work divided by forty (40).
- F. An employee will disqualify himself for Holiday Pay if he fails to report to duty and the last scheduled workday before the holiday, the holiday if scheduled and the next scheduled workday after the holiday (unless for scheduled vacation).

ARTICLE #23  
JURY DUTY

- A. An employee summoned to serve on a jury shall be paid the difference between the amount they received for jury duty and their base rate of pay. However, compensation will not exceed comparable payment for eight (8) hours work for each' day of jury duty. The amount of compensation combined with jury duty will not exceed the total payment for eight (8) hours work for each day of jury duty.
- B. In order to be eligible for this compensation, the employee shall furnish to the employer, on request, a written statement from the Clerk of the Court showing that the employee was summoned and also the amount received for jury duty.

ARTICLE #24  
INDIVIDUAL CONTRACTS

No employee shall be compelled or allowed to enter into any individual contract or agreement with the Company concerning the conditions of employment contained herein.

ARTICLE #25  
NO STRIKE - NO LOCKOUT

- A. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow down of operations.
- B. During the term of this Agreement, the Company shall not authorize, cause, permit or engage in any lockout of its employees.
- C. Upon hearing of any strike, slowdown, stoppage of work, planned inefficiency, or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination, and shall notify its members by telephone, newspaper, and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately. The Union shall not assist employees participating in such strike, slowdown, stoppage of work, planned inefficiency, or curtailment of work or restriction or interference with the operation of the Employer against whatever disciplinary action the Employer may take. Further, such disciplinary action shall not be subject to Articles 8 and 9 of this Agreement.
- D. A refusal by an employee or employees to cross a strike line at the employee's regular place of employment established by the Union or established by any other labor organization or group shall constitute a violation of Section A of this Article.

- E. Any Employee who violates the proscriptions of this Article will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

ARTICLE #26  
EMPLOYEE INJURY

An employee injured during working hours shall receive the rest of the day off with Pay, provided that the injuries are such that a Doctor orders the employee not to return to work.

ARTICLE #27  
SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

- A. The Union acknowledges that the Employer has entered into the Prime Contract with the Client to provide services under specific terms and conditions, and that the Client has broad discretion to direct the activities of the Employer within the scope of the Prime Contract. Accordingly, the administration of the terms of this Agreement is expressly subject to the requirements of the Client and the Government imposed upon the Employer by or through the Prime Contract. The Client may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, etc., as the Client deems to be in the interest of the Client's overall security objective, and there shall be no recourse against the Employer regarding such actions. Any determination by the Client to supersede the above understanding of the parties may be in either oral or written form, and the Union expressly acknowledges the Employer's obligation to comply with such directive, and the fact that the Union is not permitted to grieve or arbitrate the Employer's decision to do so or the impact of such decision. In the event of such Determination, an employee believes he/she is being discriminated against; such determination shall be investigated, by both employer and Union representative.
- B. Notwithstanding any provision of this Agreement, to the extent the Client or the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements without recourse by any Employee or the Union against the Employer.
- C. Any compensation or expenses required by the Client to be borne by the Employer shall be borne by the Employer. Any compensation or expenses currently required to be borne by the Employer, but subsequently no longer mandated or directly allowed as a chargeable expense by the Employer to the Client, may be terminated by the Employer after providing notice to the Union and allowing the Union to meet and confer with the Employer over the effects of that intended action.

- D. The Union and Company recognize and abide by Executive Orders 11246 and 11247 and Title VII of the Civil Rights Act of 1964 and all related rules, laws, and regulations as amended.

ARTICLE #28  
GENERAL

- A. This Agreement, when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole agreement between them involving the employees covered by the Agreement. Any alteration or modifications of this agreement must be made by and between the parties hereto and must be in writing.
- B. In the event any provision of this Agreement is declared invalid by any competent court or governmental agency on account of existing or future legislation, such invalidation shall not affect the remaining provisions.
- C. Any employee leaving the service of the Company will, upon request from the employee, be furnished with a letter setting forth the Company's record of his job classification, stating his length of service and beginning and ending rate of pay.
- D. Employees entering the service of the Company will be required to take a physical examination specified by the Company. Thereafter, an employee may be subject to annual physical examinations during the course of his employment or recall to service after layoff or leave of absence. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs at no cost to employee. Such laboratory tests may be random and may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual and/or random basis. When required, such annual examinations will be given within fifteen (15) days of an Employee's anniversary date. The Employer shall bear the cost of any Employer-required physical examinations. The Employer shall not pay for any follow-up tests or examinations related to such physical examinations if required as the result of the directed physical examination for a newly discovered or pre-existing physical or medical condition (e.g. personal illness, debilitating or disqualifying medical condition, etc.). The payment of such follow-up, tests or examinations by the individual's personal physician will be the responsibility of the individual and/or his or her medical insurance plan. Other than random field examinations, the Employee has the right to choose either a physician selected by employer or to choose a physician with a \$75.00 cap on allowance from Employer, the physician who will perform the physical examination.

Employer's compliance with the directive or conclusions of the Client on the review of a physical examination shall not be grievable or arbitrable and Employer shall have no liability to the Union or the employee for any adverse action taken under these circumstances.

E. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as, but not limited to:

1. Notices of Union recreational and social affairs;
2. Notices of Union elections;
3. Notices of Union appointments and results of Union elections’;
4. Notices of Union meetings;
5. Union updates of negotiations.

There shall be no other distribution by Employees of notices, pamphlets, advertising, or political matters in the work areas.

F. Employer has no say in the use of the bulletin board except in order to maintain proper decorum or when directed by the Government. The placement of any material that is derogatory toward any employee of MVM, Inc. or the government, Anti-Government, Anti-Company or any unethical material is strictly prohibited. Only Union officials and shop stewards shall be authorized to place and remove Union related information on the designated bulletin boards.

G. Company payroll records with respect to any employee in the unit whose pay is questioned will be provided upon request of the Union within a reasonable period of time, except for payroll records with respect to the current period with respect to such an employee, which may be examined by the Union upon request during business hours.

H. In the event the U. S. Department of Labor determines that the wages and fringe benefits contained in this Agreement were not reached as a result of arms-length negotiations or are substantially at variance with those prevailing for services of the similar character in the locality, then such wages and benefits shall be rendered null and void. In such event, the Company shall be obligated to pay the wages and fringe benefits specified in the appropriate wage determination issued by the U. S. Department of Labor.

I. In the event of an accidental discharge of a weapon by an employee, the employee will be immediately suspended without pay and a thorough investigation will be conducted. The investigation will be to determine if the incident occurred as a result of negligent or inappropriate handling of the weapon or if was caused due to a mechanical malfunction of the weapon. Should negligence or inappropriate handling is confirmed, the employee will be terminated. If the discharge occurred as a result of a mechanical malfunction of the weapon, the employee will be reinstated and paid for time off the job.

The suspension without pay should not be for a period greater than fourteen (14) days. Termination for a negligent or inappropriate handling of a weapon, which results in an accidental discharge, will be without recourse to grievance or arbitration procedures.

- J. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), receive or make phone calls, solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

ARTICLE #29  
DURATION

- A. This agreement shall become effective on October 1, 2007 and shall continue in full force and effect until September 30, 2010, unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least sixty (60) days but not more than ninety (90) days prior to the termination date of this Agreement.

ARTICLE #30  
WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively 'with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. The failure of either Party at any time to enforce or require performance of any of the provisions of this Agreement shall not be construed as a waiver of such provision, shall not affect the validity of this Agreement or any of its Provisions, and shall not affect the right of either Party thereafter to enforce each and every provision.

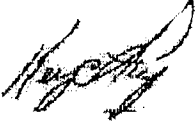
IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.



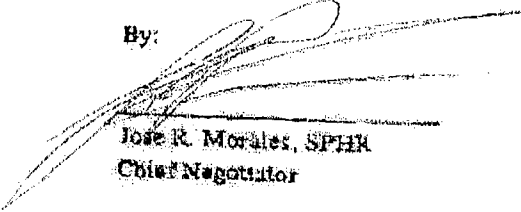
International Union, Security Police  
and Fire Professionals of America  
(SPFFA) and its Local

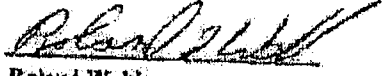
MVM, Inc.

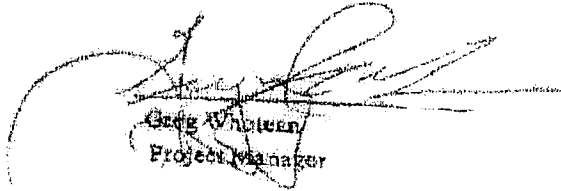
By:


  
Kerry Lacey  
Vice President  
SPFFA

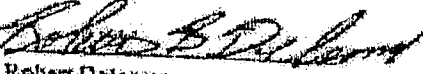
By:

  
Jose R. Morales, SPHR  
Chief Negotiator

  
Roland Webb,  
President, Local 499

  
Greg Whelan  
Project Manager

  
Richard Gabrielle  
Vice President, Local 499

  
Robert Delorme  
Treasurer, Local 499

Date: 1 October 2007

Date: 1 October 2007

Appendix A

Economics Provisions

**Security Police and Fire Professionals of America (SPFPA)  
and its Local 499**

Listed below are the wages and benefits for each year of this Agreement:

Classification	Current	October 1, 2007	October 1, 2008	October 1, 2009
Officer Wage	\$14.89	\$15.48	See Below	See Below
Health & Welfare	\$3.01	\$ 3.20	\$3.40	\$3.60
Uniform Allowance	\$0.08	\$0.08	\$0.08	\$0.08
Sick/Personal (hours) After one year	16	16	16	16
Holidays	10	10	10	10
Vacation (hours)				
1 year	80	80	80	80
10 years	120	120	120	120
15 years	160	160	160	160
Shift Differential				
2 <sup>nd</sup> Shift	\$0.40	\$0.40	\$0.40	\$0.40
3 <sup>rd</sup> Shift	\$0.55	\$0.55	\$0.55	\$0.55

**Sick/Personal:** Will be earned after one year of employment. Earned hours may be carried over from one year to the next to a maximum of thirty two (32) hours. In the month prior to the next anniversary entitlement, employees will be paid fifty (50%) of all hours in excess of sixteen (16) hours.

**Wages:** The parties agree to meet and open negotiations for officer wages only, at least ninety (90) days prior to October 1 of each contract year, to obtain a wage agreement no later August 31.