

Company Name:  
MVM

Contract Number:  
GS-07F-0366K (GS07F0366K)  
COW-2-A-0064 (COW2A0064)

Latest Modification Processed:  
P00008

Period of Performance:  
8/2/2002 through 1/30/2008

Services Provided:  
Providing security guard services at Immigration Naturalization Service (INS)/Immigration and Customs Enforcement (ICE) Headquarters, 425 I Street, NW, Washington, District of Columbia (DC).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 04/03/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm. 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (if other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		9A. AMENDMENT OF SOLICITATION NO. (x)	9B. DATED (SEE ITEM 11)
CODE 0380495320000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. COW-2-A-0064	10B. DATED (SEE ITEM 11) 09/02/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR Clause 52.243-1, Changes-Fixed Price
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office

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

GSA Contract #: GS-07F-0366K  
Tax ID Number: 95-3396082  
DUNS Number: 038049532

The purpose of this modification is as follows:

- To incorporate FAR Clause 52.217-8, Option to Extend Services in its entirety. The period of performance will change from the end date of July 31, 2007 to January 30, 2008.
- Change the COTR from Henry Davis to Inspector Gary Weaver, DHS/Federal Protective Service, 1900 Half Street, SW, Suite 500, Washington, DC 20536 (202)345-7794.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Joseph Moroney EIP/CO</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ELIZABETH C. HEITZ
15B. CONTRACTOR/OFFEROR <i>Joseph Moroney</i> (Signature of person authorized to sign)	15C. DATE SIGNED 4/2/07
16B. UNITED STATES OF AMERICA <i>Elizabeth C. Heitz</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4/3/2007

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
COW-2-A-0064/P00008

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NAME OF OFFEROR OR CONTRACTOR  
M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All of the other terms and conditions remain unchanged. Period of Performance: 08/02/2002 to 01/30/2008				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 08/07/2006	4. REQUISITION/PURCHASE REQ. NO. FFS-06-01	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (if other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (fio., street, county, State and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0380495320000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. COW-2-A-0064	
		10B. DATED (SEE ITEM 11) 08/02/2002	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR Clause 52.243-1, Changes-Fixed Price
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

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

GSA Contract #: GS-07F-0366K  
Tax ID Number: 95-3396082  
DUNS Number: 038049532

The purpose of this modification is to change Section 3.13.8 of the Statement of Work, TRAINING REQUIREMENTS, page 43, second full bullet, second sentence to read, "Each contract employee must successfully complete at least 16 hours of re-certification training within the succeeding 12 month period. All other references to re-certification training is to conform to 16 hours."

All of the other terms and conditions remain unchanged.

LIST OF CHANGES:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Dario O. Marquez, Jr. CEO	15B. CONTRACTOR/OFFICER <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 8-7-06	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) VICKI GRANAT	15B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	15C. DATE SIGNED 8-8-06
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NSN 7540-01-152-8070  
Previous edition unusable

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
COW-2-A-0064/P00007

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NAME OF OFFEROR OR CONTRACTOR  
M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contracting Officer changed from Jan K Wisor  to VICKI GRANAT  Period of Performance: 08/02/2002 to 08/01/2007				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID C	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PRO-066000	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		9A. AMENDMENT OF SOLICITATION NO. (x)	9B. DATE (SEE ITEM 11)
CODE 0380495320000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. COW-2-A-0064	10B. DATE (SEE ITEM 11) 08/03/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or this amendment, by one of the following methods: (a) By completing Items 8 and 16, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

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

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

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
GSA Contract #: GS-07F-0366K  
Tax ID Number: 95-3396082  
DUNS Number: 038049532  
The purpose of this modification is to exercise option of year (4) four of basic BPA:

1) This modification hereby exercises option year (4) of the main BPA for Guard Services under contract COW-2-A-0064. This BPA is derived from GSA schedule  
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) CALLA M. PEREZ, MANAGER CONTRACTS DEPT.	15C. DATE SIGNED 7/21/06	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) WICKY GRANAT	16B. UNIT STATES OF AMERICA	16C. DATE SIGNED 7-28-06
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNIT STATES OF AMERICA (Signature of Contracting Officer)		

**CONTINUATION SHEET**

REFERENCE OF DOCUMENT CONTINUED  
COW-2-A-0064/P00006

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NAME OF OFFEROR OR CONTRACTOR  
M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>GS-07F-0366K. The period of performance is August 1, 2006 through July 31, 2007.</p> <p>2) Any questions related to this modification should be directed to COTR - Henry Davis - 202-305-9096, Procurement Larry Gooding 202-353-1656.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 08/01/2005	4. REQUISITION/PURCHASE REQ. NO. PRO-05-00000	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (if other than item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 22182249		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0380495320000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. COW-2-A-0064	10B. DATED (SEE ITEM 13) 08/02/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 10, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

N/A

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

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

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

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

GSA Contract #: GS-07F-0366K  
Tax ID Number: 953396082  
DUNS Number: 038049532

The purpose of this modification is to exercise option of year (3) three of basic BPA:

- 1) This modification hereby exercises option year (3) three of the main BPA for Guard Services under contract COW-2-A-0064. This BPA is derived from GSA schedule GS-07F-0366K. The period of performance is August 1, 2005 through July 31, 2006
- 2) Any question related to this modification should be directed to COTR -Henry Davis @ 202-305-9096, Procurement- Larry Gooding @ 202-353-1656.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) BPA CARLA PEREZ, MANAGER CONTRACTS BBPO.	15B. CONTRACTOR OFFEROR <i>Carla Perez</i> (Signature of person authorized to sign)	15C. DATE SIGNED 8/2/05	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	16B. UNITED STATES OF AMERICA <i>Jan K. Wisor</i> (Signature of Contracting Officer)	16C. DATE SIGNED 8/11/05
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**CONTINUATION SHEET**

REFERENCE - OF D IENT BEING CONTINUED  
COW-2-A-0064/P00005

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. A004	3. EFF. DATE 07/16/2004	4. REQUISITION/PURCHASE REQ. NO. PRO-4-00000	5. PROJECT NO. (If applicable)	
6. ISSUED BY Immigration & Customs Enforcement HQPRO 425 I Street NW Room 2208  Washington DC 20536		7. ADMINISTERED BY (If other than Item 6) Immigration & Customers Enforcement 425 I Street NW Room 2208  Washington DC 20536		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) MVM Incorporated MVM International Securities 8301 Greensboro Drive  McLean VA 22102-3603  CODE 038049532 FACILITY CODE			9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. COW-2-A-0064 / --	10B. DATED (SEE ITEM 13) 08/02/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

NET CHANGES: \$0.00

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

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

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

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

The purpose of this modification is to correct a typo error in the "exercised option of year two (2) " for the basic BPA, under contract #COW-2-0064. The correct period of performance for option year 2 is August 01, 2004 through July 31, 2005.

Any questions regarding this modification contact the following:

COTR - Henry Davis @ 202-305-9096

CS - Larry Gooding @ 202-353-1656

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victoria D. Short
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	16C. DATE SIGNED 9/10/04 (Signature of Contracting Officer)

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. A003	3. EFF. DATE 07/16/2004	4. REQUISITION/PURCHASE REQ. NO. PRO-4-0000	5. PROJECT NO. (If applicable)	
6. ISSUED BY Immigration & Customs Enforcement HQPRO 425 I Street NW Room 2208  Washington DC 20536	CODE	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement 425 I Street NW Room 2208  Washington DC 20536		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) MVM Incorporated MVM International Securities 8301 Greensboro Drive  McLean VA 22102-3603			9A. AMENDMENT OF SOLICITATION NO.	
CODE 038049532 FACILITY CODE			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X COW-2-A-0064 / --	
			10B. DATED (SEE ITEM 13) 08/02/2002	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

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

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

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

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

The purpose of this modification is to transfer the "exercised option of year two (2) " action stated in CALL 3 modification M002 of contract against the basic BPA, COW-2-0064. The period of performance for option year 2 is August 01, 2004 through July 31, 2004.

Any questions regarding this modification contact the following:

COTR - Henry Davis @ 202-305-9096  
CS - Larry Gooding @ 202-353-1656

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victoria D. Short	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 8/13/04

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. A002		3. EFF. DATE 03/30/2004	4. REQUISITION/PURCHASE REQ. NO. PRO-4-00000		5. PROJECT NO. (If applicable)
6. ISSUED BY Immigration & Customs Enforcement HQPRO 425 I Street NW Room 2208  Washington DC 20536		CODE	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement 425 I Street NW  Washington DC 20536		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) MVM Incorporated MVM International Securities 8301 Greensboro Drive  McLean VA 22102-3603  CODE 038049532 FACILITY CODE			9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. COW-2-A-0064 / ---	
				10B. DATED (SEE ITEM 13) 08/02/2002	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
D. OTHER (Specify type of modification and authority)	
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office.	

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

The purpose of this no cost administrative modification is to change Contracting Officer (CO), Contracting Officer's Technical Representative (COTR) and Contract Specialist (CS) as follows:

1) To change CO from Andrea K. Grimsley to Jan K. Wisor, COTR from Jerome Verba to Henry Davis and change CS from Bob Manard to Larry Gooding.

2) All other terms and conditions remain unchanged.

Any questions regarding this modification contact the following:

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Jan K. Wisor</u> (Signature of Contracting Officer)	16C. DATE SIGNED 4/1/04
(Signature of person authorized to sign)			

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation</b>			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. A002	3. EFF. DATE 03/30/2004	4. REQUISITION/PURCHASE REQ. NO. PRO-4-00000	PAGE OF 2	PAGES 2

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

COTR - Henry Davis @ 202-305-9096  
 CS - Larry Gooding @ 202-353-1656  
 CO - Jan K. Wisor @ 202-305-2130

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID

2. AMENDMENT/MODIFICATION NO. A001

3. EFF. DATE 09/12/2002

4. REQUISITION/PURCHASE REQ. NO. PRO-2-00000

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE Immigration & Naturalization Svc HQPRO 425 I Street NW Room 2208 Washington DC 20536

7. ADMINISTERED BY (If other than Item 6) CODE Immigration & Naturalization Svc 425 I Street, NW Room 2208 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code): MVM, Incorporated MVM International Securities 8301 Greensboro Drive McLean VA 22102-3603

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. X COW-2-A-0064 /

10B. DATED (SEE ITEM 13) 08/02/2002

CODE 038049532

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$ 0.00

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not X is required to sign this document and return 1 copies to issuing office.

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

The purpose of this modification is to make some administrative changes to Blanket Purchase Agreement COW-2-A-0064 as a result of a post-award conference conducted on August 23, 2002.

1. Under Attachment 4, "Productive Hour Requirements," Posts for CAB, delete

2. Under Attachment 4, "Productive Hour Requirements," Posts for CAB, increase

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

15A NAME AND TITLE OF SIGNER (Type or print) DAVID L. WESTRAHE SENIOR V.P. OPS David L. Westrahe

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marina E. Atchison Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SEP 11 SIGNED 2002

16B. UNITED STATES OF AMERICA BY Marina E. Atchison

16C. DATE SIGNED SEP 11 2002

Vendor Official Requestor Receiving G104 Oblig. Other

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation</b>			<b>1. CONTRACT ID CODE</b>	
<b>2. AMENDMENT/MODIFICATION NO.</b>	<b>3. EFF. DATE</b>	<b>4. REQUISITION/PURCHASE REQ. NO.</b>	<b>PAGE OF</b>	<b>PAGES</b>
A001	09/12/2002	PRO-2-00000	2	3
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION</b> (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				

3. Under Attachment 4, "Productive Hour Requirements," include requirements for 20 Massachusetts Avenue as distributed and attached. Minimum complement to be staffed as of October 1, 2002. Please note Temporary Additional Services (TAS) requirement. Regular complement to be staffed as operational requirements necessitate.

4. Under the Statement of Work, subparagraph 3.13.3 "Health and Fitness Requirements," as noted in the third paragraph maximum level of body fat composition required. This document was inadvertently excluded from the Blanket Purchase Agreement documentation, Attachment 6, and will be provided to MVM from the Office of Security. Current officers assigned to INS Headquarters facilities will be "grand fathered" from this requirement. Additionally, medical examinations are to be performed annually utilizing GSA Standard Form 78 (SF78).

5. Under Attachment 10, "Contractor Furnished Equipment" delete "1 baton ring, black nylon" and replace with "1 baton holder, black nylon."

6. Under the Statement of Work, subparagraph 3.10.3, "Program Management Plan," first paragraph, "Breaks" as identified in this section shall be performed by personnel designated as "relief" officers. Patrols, Supervisors, and the Project Manager shall not be used for this purpose unless authorized in advance by the Contracting Officer's Technical Representative or his designee.

7. Under Attachment 9, "Department of Defense Contract Security Classification Specification," the form attached to the Blanket Purchase Agreement award document is hereby deleted in its entirety and replaced by the form attached hereto in lieu thereof.

8. Under the Statement of Work, subparagraph 3.10.7.1, "Access to Classified Information," the fourth paragraph is deleted in its entirety and replaced by the following in lieu thereof:

"Contractor personnel assigned to this blanket purchase agreement shall be required to possess no less than a SECRET personnel security clearance. All personnel performing under the labor categories of Program Manager/Project Manager or supervisor are to be cleared at the TOP SECRET level. The security clearances will be issued by DES."

9. ALL OTHER TERMS AND CONDITIONS OF BLANKET PURCHASE AGREEMENT COW-2-A-0064 REMAIN UNCHANGED.

Questions regarding this modification contact:

Procurement: Maxina Atchison, 202-305-7494

Technical: Jerome Varba, 202-514-5053

SEP-08-2002 08:56

INS F CUREMENT

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation</b>			<b>1. CONTRACT ID CODE</b>	
<b>2. AMENDMENT/MODIFICATION NO.</b> A001	<b>3. EFF. DATE</b> 09/12/2002	<b>4. REQUISITION/PURCHASE REQ. NO.</b> PRO-1-00000	<b>PAGE</b> 3	<b>OF PAGES</b> 3
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION</b> <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i>  Finance: Teresa Ciepiela, 202-305-4642				



# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 4

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 08/02/2002	2. CONTRACT NO. (if any) COW-2-A-0064	6. SHIP TO:	
3. ORDER NO.	4. REQUISITION/REFERENCE NO. PRO-2-00000	a. NAME OF CONSIGNEE Immigration & Naturalization Svc Receiving Unit Room 1126	
5. ISSUING OFFICE (Address correspondence to) Immigration & Naturalization Svc HQPRO 425 I Street NW Room 2208  Washington DC 20536		b. STREET ADDRESS 425 I Street NW	
		c. CITY Washington	e. ZIP CODE 20536
		d. STATE DC	
		f. SHIP VIA	

7. TO:

MVM, Incorporated  
MVM International Securities  
8301 Greensboro Drive

McLean VA 22102-3603

Joseph Morway

8. TYPE OF ORDER

a. PURCHASE - Reference Your \_\_\_\_\_  
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

10. REQUISITIONING OFFICE  
HQ-SEC

9. ACCOUNTING AND APPROPRIATION DATA

CONTRACTOR TIN: 95-33966082

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

SMALL  OTHER THAN SMALL  
 DISADVANTAGED  WOMEN-OWNED

12. F.O.B. POINT Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS  Net 30
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	This is a Blanket Purchase Agreement (BPA) between INS and MVM, Incorporated, under GSA Schedule FSC Group 539, Solutions and More (SAM), Contract Number GS-07F-0366K.	1	SV	\$0.00	\$0.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)  17(i) GRAND TOTAL	
	21. MAIL INVOICE TO:					
	a. NAME Immigration & Naturalization Svc Collections & Payment					
	b. STREET ADDRESS (or P.O. Box) 425 I Street, NW Room 6034					
	c. CITY Washington	d. STATE DC	e. ZIP CODE 20536		\$0.00	

22. UNITED STATES OF AMERICA	23. NAME (Typed)
BY (Signature) <i>Marina E. Atchison</i>	Marina E. Atchison
	TITLE: CONTRACTING/ORDERING OFFICER

Vendor     Official     Requestor  
 Receiving     G104 Oblig.     Other

**ORDER FOR SUPPLIES OR SERVICES**  
**Schedule - Continuation**

PAGE OF PAGES  
 2 4

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 08/02/2002	2. CONTRACT NO. (if any) COW-2-A-0064	3. ORDER NO.
--------------------------------	--	--------------

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>This BPA incorporates by reference MVM's technical and cost information submitted on February 5, 2002 and March 15, 2002.</p> <p>This BPA does not obligate any funds. All funding will apply to each individual call.</p> <p>This BPA expires June 30, 2005 unless the GSA Contracting Officer extends the GSA Schedule GS-07F-0366K by modification, in which case this BPA will be comparably extended by modification.</p> <p>Procurement Point of Contact: Marina Atchison, 202-305-7494</p> <p>Finance Point of Contact: Teresa Ciepiela, 202-305-4642</p> <p>Contracting Officer's Technical Representative: Jerome Verba, 202-514-5053</p> <p>ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED BPA AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.</p> <p><u>MVM INC</u>                      NAME OF CONTRACTOR</p> <p><u>David L. Westrate</u>                      SIGNATURE</p> <p>DAVID L. WESTRATE                      SENIOR VICE PRESIDENT                      FOR OPERATIONS</p> <p>TYPED NAME AND TITLE</p>					





**BLANKET PURCHASE AGREEMENT (BPA)**  
**COW-2-A-0064**



**INS Headquarters Procurement Division**  
**425 I Street, NW, R.2208**  
**Washington, D.C. 20536**

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## 1. BLANKET PURCHASE AGREEMENT (BPA)

### 1.1 Blanket Purchase Agreement

In the spirit of the Federal Acquisition Streamlining Act, the Immigration and Naturalization Service and

*MVM Incorporated  
MVM International Securities  
8301 Greensboro Drive  
McLean, VA 22102-3603*

enter into a single blanket purchase agreement (BPA) to support the Immigration and Naturalization Service (INS). The intent is to further reduce the administrative costs by acquiring commercial items and services from the General Services Administration (GSA) Federal Supply Schedule Contract(s).

Federal Supply Schedule contract BPAs eliminate contracting and open market cost such as: the search for sources; the development of technical documents and solicitations; and the evaluation of bids and offers. Contractor Team Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) 9.6. This BPA will further decrease costs, reduces paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

#### Signatures:

*INS Contracting Officer*

<u>MARINA E. ADOLSON</u>	<u>CONTRACTING OFFICER</u>	<u><i>Marina E. Adolson</i></u>	<u>8/2/2002</u>
Printed Name	INS Title	Signature	Date

*Contractor*

<u>DAVID L WESTRATE</u>	<u>MVM INC</u>	<u><i>David Westrate</i></u>	<u>8/2/02</u>
Printed Name	Company Title	Signature	Date



## **2. BPA TERMS AND CONDITIONS**

This section presents the general requirements applicable to the *Blanket Purchase Agreement (BPA)* Contractor.

The following contract services/products can be ordered under this BPA. It is anticipated that the vast majority of orders in terms of dollar value will be for the Immigration and Naturalization Service (INS) Headquarters Protective Services.

It is the responsibility of the Contractor to notify the Contracting Officer of GSA Schedule price changes affecting various line items and services listed in this BPA prior to award of any order/call. Similarly it is the responsibility of the Contractor to notify the Contracting Officer of Collective Bargaining Agreement (CBA) changes affecting various line items and services listed in this BPA prior to award of any order/call. Collective Bargaining Agreement changes may require a change to the applicable Department of Labor Wage Determination affecting various line items and services listed in this BPA prior to award of any order/call. Contractors are advised that for those labor categories, line items, and/or services where GSA schedule prices are used (including any applicable discounts), if the anticipated expiration of this BPA goes beyond the term of their GSA schedule contract, then the appropriate GSA schedule prices for the last year of the GSA schedule contract shall be used in the out-years for which no GSA schedule prices exist. Discounts shall be in terms of a flat percentage discount to be applied against the GSA Schedule price for the product or service. If discounts are conditional on a given dollar volume or other condition, this must be clearly stated. Contractors may offer further price reductions in accordance with their commercial practice. Further information regarding the impact to GSA schedule prices in cases where their GSA Schedule contract expires prior to the anticipated expiration of this BPA may be obtained from their GSA Contracting Officer. All calls/orders placed against this BPA are subject to the terms and conditions of the GSA Schedule Contract, except in terms of pricing that is not based on GSA schedule prices due to collective bargaining agreements and/or other modified/appropriate Department of Labor wage determinations. Award of any calls/orders issued under this BPA will not be made at pricing that is higher than GSA schedule prices, Department of Labor wage determinations, or Collective Bargaining Agreements, as appropriate.

### **2.1 Federal Supply Schedule**

All orders placed against this BPA are subject to the terms and conditions of the Contractor's Federal Supply Schedule (FSS) Contract GS-07F-0366K.

### **2.2 Delivery**

Delivery destination and Schedule will be specified in each order.

### **2.3 BPA Volume**

The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$35 million over 60 months.

## **2.4 Obligation**

This BPA does not obligate any funds.

## **2.5 Referenced FAR Clauses**

The following clause is referenced, and applies to the order(s) to be issued as a result of this acquisition.

### **39.203(b) (3) and (c) (2) for Electronic and Information Technology; Compliance with Section 508 of the Rehabilitation Act of 1973, 1988 Amendments**

Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities and members of the public with disabilities seeking information or services from a federal agency, have comparable access to and use of information and data as employees and members of the public who have no disabilities, unless an undue burden would be imposed on the agency. By submitting a bid or offer in response to this solicitation, the Contractor makes an affirmative statement that the product or services to be provided are in compliance with the Electronic and Information Technology Accessibility Standards (36 CFR 1194) as specified in the Statement of Work or in the technical specifications, as a minimum.

## **2.6 BPA Expiration**

This BPA expires at the end of the current Contractor's GSA Schedule contract period (currently shown as June 30, 2005) or each subsequent contract period for which GSA extends the GSA Schedule contract by modification, in which case this BPA will be comparably extended by modification not to exceed a total period of performance of sixty (60) months or five (5) years.

## **2.7 Ordering Officers**

The following Contracting Officers are hereby authorized to place orders under this BPA:

Marina E. Atchison  
425 I Street, NW, Room 2208  
Washington, DC 20536  
(202) 305-7494

Andrea K. Grimsley  
425 I Street, NW, Room 2208  
Washington, DC 20536  
(202) 514-3420

## **2.8 Ordering Procedures**

Orders will be placed against this BPA via facsimile or hard copy.

## **2.9 Award of Orders Under the BPA**

Each Task Order issued under this BPA will include the following information as applicable:

- (1) BPA number and Task Order number;
- (2) Date of the order;
- (3) Description of the work to be performed;
- (4) The work Schedule, period of performance, or required completion date;
- (5) Place of delivery or performance;
- (6) Deliverables;
- (7) CLIN number and description, quantity, unit price and extended total;
- (8) The firm fixed price to complete the requirements and/or the ceiling price for those tasks to be performed on a "not-to-exceed" or time-and materials or labor-hour basis;
- (9) The security requirements;
- (10) The payment Schedule; and
- (11) Accounting and appropriation data.

## **2.10 Invoicing**

The Contractor shall submit invoices by the 10<sup>th</sup> working day following the end of each month directly to the COTR for verification. When requested by the COTR, Contractor timesheets shall be delivered to the COTR/Program Manager/Project Manager for review. The Contractor shall notify the COTR in writing when 75% of the hours for each labor category have been expended. The COTR will forward the verified invoice to the Procurement Office for certification for payment. The Contractor shall track the costs associated with each task listed in the Statement of Work. Each invoice shall include the following: funds expended during the reporting period per task, applicable accounting and appropriation code, cumulative funds expended per task and funds remaining on each task. Other information required per task includes employee name, labor category, hours expended, cumulative hours expended and projected total hours for each individual working on this task. A summary sheet to include all tasks combined shall provide the funds expended during the reporting period, cumulative funds expended, total funds remaining on the task order, employee names, labor categories, hours expended, cumulative hours expended, and projected total hours for each individual working on this task.

## **2.11 Order of Precedence**

The terms and conditions included in this BPA apply to all orders/calls issued pursuant to it. In the event of an inconsistency between the provisions of this BPA and the terms and conditions of the Contractor's Schedule contract GS-07F-0366K, the latter will take precedence.

## **2.12 Teaming**

The Immigration and Naturalization Services encourages the establishment of Contract Teaming Arrangements in accordance with - and as prescribed by - FAR Subpart 9.6. The discount structure for products and/or services provided by these teaming partners must conform to the discount structure identified in the BPA; otherwise the BPA must be modified or renegotiated in order to reflect the enhancements. The Immigration and Naturalization Service must be notified in writing within 30 days of the execution of a teaming agreement, and a current list of all vendors and FSS Schedules accessible through teaming agreements must be forwarded with the quarterly report of sales.

*MVM Incorporated proposed no teaming arrangement.*

## **2.13 Security Requirements**

Security requirements shall be those in the BPA Statement of Work (SOW), unless otherwise specified.

## **2.14 Government Furnished Equipment**

The Government will provide the Government Furnished Equipment (GFE) identified in Attachment 1 to this BPA entitled "Custody and Maintenance of Government Property and Government Furnished Equipment."

## **2.15 Work Location**

The principal work place will be at the INS Headquarters offices, specifically, but not limited to, 425 I Street, NW, 801 I Street, NW, and 800 K Street, NW, Washington, DC.

## **2.16 Hours of Operation**

Duty hours are as specified in the BPA SOW or as contained in calls/orders issued against the BPA.

### **3. STATEMENT OF WORK**

#### **3.1 Title of Project**

U. S. Department of Justice, Immigration and Naturalization Service (INS), Management Services Division, Headquarters Protective Services.

#### **3.2 Period of Performance**

Date of award through one year plus four option periods (12 months each). The exercise of option years will be at the discretion of the Government.

#### **3.3 Contracting Officer's Technical Representative (COTR):**

Attn: **Jerome Verba**  
Immigration and Naturalization Service  
Office of Security  
425 I Street, NW, Room **3038**  
Washington, DC 20536  
Phone: (202) 514-5053

#### **3.4 Project Mission**

##### **3.4.1 Immigration and Naturalization Service (INS) Headquarters Protective Services**

The mission of the INS is established by the Immigration and Nationality Act (INA), as amended. INS is responsible for carrying out a policy which provides for selective immigration and for controlled entry and stay of non-immigrant aliens. INS performs a wide range of investigative, adjudication, enforcement, and administrative activities in support of its legislated mission.

This mission has often been a priority subject for congressional debate, local politics, social concern, and illegal business practices at the local and national levels. Often conflicting views have been expressed by a variety of subcultures, both nationals and aliens alike. The INS has become the representative symbol for supporters and non-supporters of the INA.

The INS Office of Security is responsible for the protection of the people, facilities, property, and information that constitute the INS.

Contract security guards have a crucial and highly visible role in this mission. They are usually the first (and sometimes only) contact visitors have with INS Headquarters, and they are almost always the first line of defense in an INS-controlled facility. Visitors and federal employees do not usually distinguish between contract security guards and police officers. To them, contract guards are INS Officers. Therefore, it is crucial that the

Contractor ensures that their employees realize the importance of their role, know their duties, and perform their duties courteously and professionally at all times.

### **3.5 Scope**

The purpose of this BPA is to provide a 24-hour deterrent against unauthorized, illegal, or potentially life threatening activities directed towards the Service's employees, visitors, information programs, and properties. These threats include, but are not limited to, terrorist attacks, assassination attempts, thefts of classified materials, unlawful destruction of public properties, and violations of other Federal, state, and local criminal statutes.

As an integral part of the INS security team, except as otherwise specified herein, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, clothing, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this Statement of Work (SOW). During the term of this BPA, including any options/extensions, the security coverage required for INS Headquarters may vary within the minimum and maximum amounts contained in this BPA.

The Contractor shall recruit, train, retrain, and manage the armed and unarmed professional security personnel. Continuing changes may occur in the numbers and locations of posts belonging to INS Headquarters throughout the term of this BPA.

The Contractor shall comply with and enforce all regulations, orders, policies, and/or procedures issued as directives or memoranda by the INS Contracting Officer's Technical Representative (COTR).

### **3.6 Background**

The INS Headquarters (HQINS) consists of the Chester Arthur Building (CAB) as the primary facility, and other facilities within the Washington, DC Metropolitan area. As the CAB is the main headquarters building, it is the physical symbol associated with the INA and its policy and mission.

As the agency headquarters, the CAB is the seat of the Commissioner of INS, and houses the offices of the Deputy Commissioner, four Executive Associate Commissioners, six Associate Commissioners, and other executive appointees who are responsible for shaping the policy which carries out the provisions of the INA.

The CAB is the workplace for approximately 1,400 Federal and contract employees dedicated to the day-to-day operations and support of INS. In turn, INS is dedicated to providing its employees with a safe and secure workplace. This concept includes personal safety and security. This workplace environment is assured through the operations of physical security activity.

The Veteran's Affairs Building (VAB) is approximately four city blocks from the CAB. This multi-tenant building houses INS and other Federal agency tenants.

The CAB and VAB are currently the only HQINS controlled spaces with Protective Services Officers (PSOs). This jurisdiction may expand with new HQINS annexes that INS acquires, or be reduced as HQINS space is consolidated. The location and number of PSO posts currently in place and anticipated at award of this BPA is found in Attachment 4 entitled "Productive Man Hour Requirements."

The Physical Security Section (PHYSEC) uses a variety of resources and technology such as advanced technical monitoring equipment, card access, closed circuit television (CCTV), intrusion detection systems, and specialized locking hardware to accomplish its mission. The duties of INS PSOs using these resources are listed as Contractor responsibilities. All requirements for PSOs specified in that section (such as education, training, experience, background investigations, etc.) also apply to all Contractor personnel who serve in a supervisory capacity at HQINS facilities.

### **3.7 Applicable Documents**

The basic procedures for the operation and maintenance of the protective services for INS Headquarters are contained in the following documents:

➤ **Guard Orders**

Attachment 5 to this BPA contains an Index of General Orders, an example of a General Order, and an example of a Post Order.

General Orders are permanent directives of policy and procedures that apply to all PSOs and posts in the program.

Post Orders are permanent directives of policy and procedures that apply to specific fixed posts or patrols.

Special Orders are temporary orders that pertain to a special event or unusual circumstance.

➤ **Forms**

Event Reports are used to document thefts, accidents, medical emergencies, life safety concerns, repair notices, and other occurrences.

Key Inventory and Receipt Logs are used to account for the inventory of INS keys.

Security Officer's/Radio Operator's Log is used to document routine occurrences. This log may be electronic format.

Post Equipment Inventory provides a record of post associated equipment and history of service and maintenance.

Time and Attendance Logs are used to record PSOs' duty hours and provide the record for invoicing.

Individual Equipment Logs are used to record the daily issuing of individual equipment such as weapons, radios, flashlights, etc.

Vehicle Logs provide a record of vehicle use.

Visitor Access Logs provide a history of visitor access. This log may be in electronic format.

➤ **Miscellaneous Documentation**

41 CFR 101-20 "Federal Property Management Regulations – Management of Buildings and Grounds." A portion of this document is attached to this BPA and entitled "Rules and Regulations Government Public Buildings."

Operation and Maintenance (O&M) Manuals for operating INS security equipment.

Instructions pertaining to the location of installed security control equipment and systems.

Instructions pertaining to the operations and locations of utility cut-offs.

All of the above orders and directives are subject to revisions due to changes in policies and procedures. All such changes will be written or approved by the COTR.

These orders, forms, and documents are incorporated into this Statement of Work by reference and will be provided to the Contractor at time of award.

### **3.8 Task Areas**

The Contractor shall be required to perform a variety of tasks as determined by the Government and as stated in orders/calls issued against this BPA to ensure that the protective security services provided are effective. These tasks shall be performed on a 24-hour basis, if required. Examples of tasks to be performed includes:

- Provide control of access to INS Headquarters controlled facilities by visual inspection of PHYSEC approved building passes.
- Process visitors including notifying sponsors, issuing visitor passes, and facilitating access to special events.





policy shall be seized and reported in accordance with written procedures contained in General Orders.

- Conduct preliminary and follow-up investigations on incidents/complaints as specified and directed by the COTR.
- Make notification to jurisdictional law enforcement agencies as appropriate (Metropolitan Police Department, Federal Protective Service, state, county, or local police, etc.).
- Report potentially hazardous conditions in buildings or areas and items in need of repair, e.g., inoperative lights, leaking faucets, plumbing stoppages, broken or slippery floor surfaces, fire hazards, fire extinguishers in needs of service, blocked fire egress routes, or any other potentially dangerous situation. These matters shall immediately be reported as per post order instructions and followed with written reports and log entries.
- Provide security during special events and emergency situations to protect INS facilities, employees, properties, or official guests of INS.
- Provide security personnel at fixed posts with fully trained and qualified replacement personnel (breakers) to allow for comfort, personal needs, stress, meals, or other required or requested absences from post.
- Maintain a 24-hour duty log of activities or incidents that require action at a station or post. Separate additional reports shall be prepared on accidents, injuries, fires, bomb threats, repair notices, fire hazards, and all other unlawful acts, security violations, or any other unusual incidents or events using the prescribed forms and formats.
- Ensure that all reports and other documents, e.g. Event Reports, Accident Reports and Reports of Investigation, are written clearly, legibly, thoroughly, and accurately.
- Provide on- and off-site security officers functioning as escorts, when directed by the COTR, for individuals in possession of items that require protection for which the safety of the individual and property is of concern.
- Provide central monitoring and operation of Security Operations Center including answering calls for assistance, dispatching patrols, coordinating emergency response, reporting to Project Manager/Supervisor, and notifications to COTR as specified in orders.
- The Contractor will be required to perform a variety of tasks to ensure that miscellaneous services are provided. These tasks are typically administrative in nature and may be performed on a 24-hour basis as appropriate.

1) The Contractor will be responsible for hoisting and lowering the United States flag (and other flags as authorized) as directed by the COTR and General Orders.

- 2) Receive, inventory, and store lost and found articles pending disposition.
- The Contractor shall include 30 minutes per shift to allow for preparation and roll call for the oncoming shift and equipment turn-in for the off-going shift.
    - 1) All members of the oncoming shift will be briefed by the Supervisor prior to assuming duties on all matters pertaining to the proper operations of the shift.
    - 2) The Supervisor will ensure that the PSOs are physically fit, mentally alert, and in the prescribed uniform and that their equipment and uniform items are neat, clean, wrinkle-free, and in serviceable condition.

### **3.9 The Role of Government Personnel**

#### **3.9.1 Contracting Officer (CO)**

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

#### **3.9.2 Contracting Officer's Technical Representative (COTR)**

The COTR is designated to assist the CO in the discharge of his/her responsibilities when s/he is unable to be directly in touch with the task order work.

The responsibilities of the COTR and his/her alternate include, but are not limited to:

- Determine the adequacy of performance by the Contractor in accordance with the terms and conditions of the task order;
- Act as the Government's representative in charge of work at the site(s); ensure compliance with the task order requirements insofar as the actual performance is concerned;
- Conduct performance monitoring of the Contract employees while they are on duty;
- Conduct 'intrusion tests' in which undercover INS staff will attempt to bring unauthorized personnel, weapons, or other prohibited materials into the facility, using the prescribed security methods or equipment, without being detected by the guards on post;
- Ensure compliance with blanket purchase agreement requirements insofar as the guards' duties and behavior are concerned;

- Advise the Contractor of proposed deductions for non-performance or unsatisfactory performance; and
- Advise the CO of any factors that may cause delay in the performance of work.

After award of the initial task order/call, 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/call except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.

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 task order/call 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 that is deemed necessary.

### **3.9.3 Contract Performance Monitors (CPMs)**

The CPMs are subordinates of the COTR and are responsible for the day-to-day inspection and monitoring of the Contractor's work. The responsibilities of the CPMs include, but are not limited to:

- Inspect the work to ensure compliance with the SOW requirements;
- Document through written inspection reports the results of all inspections conducted;
- Follow through to ensure that all defects or omissions are corrected;
- Identify to the CO and COTR areas of non-performance by the Contractor that may result in deductions from Contract payment or other Contractual remedies being taken;
- Confer with representatives of the Contractor regarding any problems encountered in the performance of the work; and generally assisting the COTR in carrying out his/her responsibilities.

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

The Contractor shall immediately notify the CO in the event the CPMs directs the Contractor to perform work that the Contractor believes is not part of the task order or

part of his/her designated duties as stated in the CO's memorandum to the CPMs. The CO will then make a determination on the issue and will respond to all affected parties.

### **3.10 Task Order Start-Up**

#### **3.10.1 Orientation**

Immediately after award of the task order/call, and prior to the Contractor's performance at the work site(s), the INS CO shall notify the Contractor and the COTR to schedule a pre-performance meeting that will focus on an in-depth review of the total task order/call requirements.

- During the start up and performance of the task order/call, the INS CO, COTR, and the Contractor shall meet on an as-needed basis to discuss all relevant issues.
- The Contractor and the CO or COTR shall sign the written minutes of these meetings, which will be prepared by the Government and incorporated into the task order/call file. Should the Contractor not concur with the minutes, the Contractor shall state, in writing to the CO, any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the report in the blanket purchase agreement file.
- The government will provide a one-week period of Contractor orientation, which will include 1-2 days of instruction on INS policies and documents unique to INS, which are required for blanket purchase agreement performance. Orientation will be followed by a survey of facilities inclusive of buildings and posts to be protected by contract personnel in the National Capitol Region. The survey of facilities will accommodate the Project Manager, supervisors and others approved by the COTR.
- During orientation, the COTR will provide the Project Manager the following documentation:
  - 1) Copies of current General Orders, Post Orders, Special Orders, other documents.
  - 2) All instructions and directives for operating security equipment.
  - 3) All instructions pertaining to the location of installed security control equipment and systems, and instructions pertaining to the operation and location of utility cut-off valves, switches, and security controls.
- Post orientation meetings will be conducted after award, but prior to performance. The Contractor shall coordinate with the COTR to conduct a facility survey for the purpose of familiarizing the PSOs with the facility.

### 3.10.2 Initial Contract Transition

Within five working days following the above orientation, the Contractor shall submit to the COTR a Preliminary Transition Plan as specified below:

- 1) Identify which licenses and permits must still be obtained.
- 2) Types of insurance that must still be obtained.
- 3) Planned date by which all insurance will be obtained.
- 4) Identify how the Contractor plans to interact with the outgoing Contractor.
- 5) Schedule of complete phase-in.
- 6) A plan to transfer Government Furnished Equipment (GFE) from predecessor contract.
- 7) Inventory control and property management/receipt and account of GFE.

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.

The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees.

The Contractor may notify the predecessor Contractor's employees that the Contractor will be assuming services upon the task order start date and may distribute business cards, employment applications, brochures, and other company information to the incumbent employees while they are on duty, provided that there is no interference with the employee's assigned duties (e.g., during "off hours" or during relief or lunch breaks). However, the Contractor **may not** interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.

### 3.10.3 Program Management Plan

Within ten working days after blanket purchase agreement award, the Contractor shall provide the COTR with a draft of the Program Management Plan. The plan shall include, as a minimum, names, assignments and duties of all key personnel; tentative schedules for recruiting and training of personnel; schedules and format for monthly and other reporting requirements; time-keeping, billing and accounting procedures, and how he will maintain a drug-free workplace in accordance with FAR 52.223-6, Drug-Free Workplace (May 2001). This plan shall become effective when approved by the COTR. In addition, a draft Management Plan shall be submitted annually, two months prior to the expiration date of the blanket purchase agreement, for approval by the COTR as the plan for the forthcoming option year, if such option is exercised by the Government.









### 3.10.5 Contractor Requirement to Obtain All Required Licenses and Permits

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

- Obtain all licenses and permits required for each guard and supervisor to serve as either an unarmed guard or armed guard.

Armed guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed guard to carry a valid firearm certificate or permit while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained.

- Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under the task order.
- Maintain current, valid copies of all licenses, permits, and certifications described in this SOW. The CO, COTR, and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time for the duration of this Blanket Purchase Agreement. The Contractor shall complete and certify a written record that shows names and issue dates for each employee having all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any and all task order/call work. The Contractor shall provide an updated record to the Government upon the CO's or COTR's request.
- 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 blanket purchase agreement prior to performing any work under the task order.
- **Important Note: Failure by the Contractor to obtain all required licenses as of the task order/call start date shall be grounds for termination for default. Failure by the Contractor to renew licenses and permits upon their expiration may result in termination for default.**
- Protective Service Officers shall be deputized as Special Duty U.S. Marshals as determined by the Contracting Officer's Technical Representative (COTR) and must meet all of the requirements set forth by the U.S. Marshals Service for deputation.

### **3.11 Temporary Additional Services**

Because changing conditions within the INS HQS may impact on security requirements, it may be necessary to add or delete some duties on a daily basis. Furthermore, when situations require it, additional hours of security services may be necessary.

The program manager/project manager shall be responsible for providing additional services when notified by the Contracting Officer or the COTR at least one hour prior to the scheduled completion of the regular tour of duty (e.g., 3 p.m. when the tour of duty ends at 4 p.m.). For the additional services, the Contractor shall also be responsible for the supervision or direction of their employees in the normal course of their security function. Any variation in duties will be discussed with the program manager/project manager, supervisor, and the PSO either at the end of the PSO's shift (for next day variations) or at the beginning of the shift.

The Contractor shall be responsible for the supervision and management of the additional services in the normal course of their security function.

The duties of PSOs performing additional services shall be within the general scope of work required by the blanket purchase agreement.

Separate invoices for additional service shall be submitted monthly in arrears.

### **3.12 Deliverables**

Within five (5) working days after award of the initial task order/call under this blanket purchase agreement, the Contractor shall provide the following:

#### **3.12.1 Transition Plan**

#### **3.12.2 Project Management Plan, Uniform Certification, GFE Inventory**

Within five (5) working days after award of the initial task order/call under this blanket purchase agreement, the Contractor shall provide the following:

- Project Management Plan,
- uniform certification,
- complete inventory of all Government furnished equipment issued to the Contractor and a copy of the inventory furnished to the COTR upon request.



The Contractor shall maintain a synopsis of the previous day's or weekend's events. This "blotter" is to be available each morning for the COTR's review.

### **3.12.4 Periodic Reports**

The following periodic reports shall be provided on a weekly basis as required:

The Contractor shall prepare and maintain all work schedules to reflect contract requirements.

- The Contractor shall provide a copy of the working schedule and/or changes for all employees to the COTR prior to the start of the scheduled week. The Post Schedule shall contain the post number, location, employee, and the specific number of hours of security coverage, and the scheduled comfort breaks to be provided.
- Any schedule changes occurring during the schedule period will be reported to the COTR.

A comprehensive report shall be submitted to the COTR within 7 days of any violation of grooming standards, personal appearance requirements or other violations of professional conduct. This report shall identify the corrective action taken to prevent reoccurrence.

### **3.12.5 Monthly Reports**

The following reports shall be provided on a monthly basis:

- Equipment Inventory (Government Furnished) - The Contractor shall list the number of radios, radio battery chargers, batteries, hand-held metal detectors, and other Government furnished equipment.
- Key Inventory - The Contractor shall provide a key inventory that identifies all keys controlled by Contractor employees. Includes the tag number, make, and INS ID number of each key, and the location or area the keys operate. The key inventory shall be separated into post or location.

### **3.12.6 Quarterly Reports**

The following comprehensive status reports shall be provided on a quarterly basis as required:

- Weapons Inventory - The Contractor shall provide a weapons inventory that identifies the type, serial number, locations, and serviceability of every Contractor furnished weapon on this blanket purchase agreement, the location and amount of ammunition on hand, and any purchase, removal, or transfer of weapons.

- Equipment Inventory (Contractor Supplied) - The Contractor shall provide an inventory of uniform items and personal duty equipment items such as handcuffs, collapsible batons, mini-mag flashlights, full-sized flash lights, lanterns and other operational equipment provided to the Contractor's employees that are immediately available for use.
- Staffing Plan - The Contractor shall report the current status of the blanket purchase agreement, including a current roster of all personnel working on this blanket purchase agreement. Also list all additions, deletions, and changes to positions, hours and days of work that occurred during this reporting period. The plan shall reflect all positions identified by the blanket purchase agreement as well as those supplied in direct support of the blanket purchase agreement. This staffing plan shall include an analysis of the annual turnover rate of personnel assigned to the blanket purchase agreement as well as a summary of recruiting efforts for the quarter.
- Contract Employee Clearance Status - The Contractor shall report contract employee clearance status by providing a written depiction of status; an analysis of outstanding Personnel Security Questionnaires (PSQs); and an analysis of clearances received/terminated during the quarter.
- INS Issued Property Inventory - The Contractor shall identify fixed post and office equipment issued by blanket purchase agreement and/or bearing an INS property tag; to include, as a minimum, a description and location of the item.
- Training Statistics - The Contractor shall provide the following training statistics: number of Basic Training classes, including the number of students attending; the number of Re-qualification/Refresher Training classes, including the number of students attending; the number of Supervisor Training classes, including the number of students attending; and all courses attended but not provided by contractor instructional staff and number of personnel in attendance.
- Quality Assurance Program - The Contractor shall submit a quarterly quality assurance report depicting the actions undertaken during the previous quarter to assure required proficiency and compliance with blanket purchase agreement requirements, all General and Post Orders and other directives, and all plans required to be submitted.

### **3.12.7 Performance Monitoring**

The Contractor is advised that performance under this blanket purchase agreement shall be monitored and failure to deliver the required services and deliverables may result in payment withholds. The Government considers compliance with the terms and conditions of this blanket purchase agreement to be essential and shall take action to

correct performance problems through cure notices, withholdings of payment, or other means.

### 3.13 Personnel Qualifications

This section contains the personnel qualifications, duties, and responsibilities for all labor categories anticipated to be utilized on this blanket purchase agreement. The Contractor shall provide personnel who possess all of these required qualifications, as applicable. The Contractor shall have sufficient personnel in all these labor categories to provide that personnel shall be available for full-time assignment to this blanket purchase agreement in accordance with the requirements of a specific task order/call. **EMPLOYMENT AND STAFFING DIFFICULTIES, INCLUDING AN INABILITY TO MEET SECURITY REQUIREMENTS, WILL NOT BE JUSTIFICATION FOR FAILURE TO MEET BLANKET PURCHASE AGREEMENT REQUIREMENTS AND IF SUCH DIFFICULTIES IMPAIR PERFORMANCE, THE CONTRACTOR MAY BE SUBJECT TO DEFAULT.** All personnel provided under this blanket purchase agreement shall meet the minimum requirements specified herein.

#### 3.13.1 General Requirements

- Must be at least twenty-one (21) years of age.
- Must be a U.S. citizen.
- Must have a valid driver's, first aid, and weapons licenses, permits, and certifications as required in performance of this blanket purchase agreement.

#### 3.13.2 Education Requirements

- High school diploma or GED.
- Graduate of a certified federal, state, county or local law enforcement training program, military police training program. All individuals must possess an appropriate certificate or diploma stating that they are eligible for employment as law enforcement officers.
- Possess the ability to speak, read, and write English sufficiently to effectively carry out all duties, including the understanding of printed rules, detailed orders, instructions, and training materials, communicate with coworkers and the public, as well as the ability to compose written reports/forms.





- Disease or condition of the gastrointestinal tract that requires rigid diets, or an ulcer, active within the past year.
- Chronic, symptomatic diseases or conditions of the genitourinary tract.
- Diabetics not under medical care (medical certificate must state individuals are able to work).
- Inguinal and femoral hernias, with or without the use of a truss, and other hernias, if they interfere with performance of the duties of the individual.
- Impaired use of hands, arms, legs, and feet, as well as an inability to run quickly and climb stairs, or an inability to handle portable fire extinguishers.
- Emotional and mental instability with a history of a basic personality disorder.
- Individuals with a history of epilepsy or convulsive disorder must possess a medical certificate that states that the individual has been seizure-free for the past two years.
- Any other disease or condition that would interfere with an individual's performance under this blanket purchase agreement, or create an inability to wear the uniform and equipment issued.

### **3.13.4 Protective Service Officers**

All PSOs performing under this blanket purchase agreement shall be qualified and certified in firearm proficiency for the firearm he/she is to carry. This certification process must include demonstrated knowledge in safety precautions through written tests, as well as proficiency on a firing range. This certification must be updated each year.

All armed employees under this blanket purchase agreement shall have the required licenses and permits to carry a weapon in the applicable jurisdiction and shall meet the requirements set forth by the U.S. Marshals Service as Special Deputy U.S. Marshals.

### **3.13.5 Specific Requirements**

In addition to the general requirements that must be met by all personnel, the following specific requirements exist for each labor category contained in this blanket purchase agreement:

#### **3.13.5.1 Program Manager/Project Manager (Key Personnel)**

**Duties:**

- Receives and executes, on behalf of the Contractor, such technical directions as the COTR may issue within the terms and conditions of the blanket purchase agreement.
- Acts and makes decisions entirely on his/her own and is available, except while on leave, to the COTR at all times while the security force is on duty.
- Accepts notices of deductions, inspection reports, and all other correspondence on behalf of the Contractor.
- Maintains high standards of competence through instruction, training and inspection of members of the uniformed security force as necessary.
- Maintains high standards of morale for all elements of the blanket purchase agreement.
- Shall be thoroughly familiar with all policies, procedures and directives affecting this blanket purchase agreement.

**Qualifications:**

- Shall fully demonstrate his/her abilities to manage and supervise the requirements of this blanket purchase agreement and have effective communications skills and;
- Have a bachelor's degree and ten (10) years of successful civilian or military equivalent law enforcement experience of which five (5) years must be in management or;
- Have a bachelor's degree and fifteen (15) years of successful security experience at the level required by this blanket purchase agreement of which ten (10) years must be in management or;
- Have successfully completed twenty (20) years of civilian or military equivalent law enforcement at the command level fully demonstrating his/her abilities to manage and supervise the numbers of personnel required for this blanket purchase agreement.

**3.13.5.2 Supervisor (Key Personnel)**

**Duties:**

- Ensures proper posting of assigned officers, accountability of equipment and written procedures.









- Discover, prevent, and detain, when authorized by law, persons attempting or having gained unauthorized access to INS controlled property.
- Report potentially hazardous conditions and items in need of repair to include, but not limited to, inoperative lights, leaky faucets, toilet stoppages, and broken or slippery floor surfaces, etc., and prepare necessary reports.
- Summon professional assistance and render First Responder First Aid to individuals who become injured or ill while in buildings, or on property under the control of INS.
- Maintain a 24-hour duty log of all unusual activity, incidents, or anything that requires action by the PSOs.
- Prepare Event Reports on accidents, injuries, fires, bomb threats, unusual incidents, unlawful acts, or security violations.
- Prepare other reports required by the COTR in order to carry out the mission of security and safety.
- Perform such other functions as may be directed.
- Maintain the Protective Services Program image in accordance with written policy and guidance.
- Know, understand and comply with all General, Post and Special Orders.
- Prepare all time and attendance logs, and individual inventory reports.
- Process visitors into INS facilities by use of automated systems.

**Qualifications:**

- Three years of experience as a certified law enforcement officer with general experience in administrative, technical, clerical, military, or other work that involved following written procedures, rules, or regulations in contact with coworkers, supervisors, or members of the public to provide a service, respond to inquiries, or obtain information; to include specialized experience that involved the protection of property against such hazards as fire, theft, damage, accident, or trespass; or maintaining order and protecting life.

**3.13.6 Conduct of Contractor Personnel**

Personnel assigned by the Contractor to the performance of work hereunder shall be acceptable to the Government in terms of professional conduct, and shall follow the Rules and Regulations Governing Public Building and Grounds, 41 CFR 101.20 (see

Attachment 7 to this blanket purchase agreement). Should the continued assignment to this blanket purchase agreement of any of the contractor's personnel in the performance of the blanket purchase agreement be deemed by the CO to conflict with the interests of the Government (FAR Parts 3 and 9), that person shall be immediately removed from the assignment, and the reason for removal shall be fully documented in writing by the CO.

The Contractor and its employees shall conduct only business covered by this blanket purchase agreement during periods paid for by the Government, and will not conduct any other business on Government premises. Contractor employees shall abide by normal rules and regulations applicable to the Government premises on which they work, including any applicable safety/security regulations as well as any measure necessary to verify contractor labor hours.

Contractor personnel shall not possess, sell, consume, or be under the influence of intoxicants, drugs, or controlled substances which produce similar effects. Except in an official capacity, the contractor's employees shall not possess illegal narcotics, dangerous drugs, controlled substances, or marijuana either on or off duty. Security personnel shall not consume alcoholic beverages eight hours prior to entering on duty. The COTR has the authority to order a blood or urine examination when he/she has reasonable suspicion to believe that a contractor employee has used or is under the influence of any intoxicants, drugs, or controlled substances. The Government will reimburse the Contractor for the required examination and provide the proper hourly labor rate established in the blanket purchase agreement for the individual involved in the examination only if the test results are negative. The failure of a contractor employee to submit to a blood or urine examination shall be sufficient for the Government to order the Contractor to remove that individual from the blanket purchase agreement.

Contractor personnel must remain at a duty post until properly relieved. Any contractor personnel who suspects that his/her relief is intoxicated, under the influence of intoxicating drugs, or shows evidence of impaired effectiveness from having used intoxicating drugs, shall decline to be relieved, and shall immediately notify the COTR.

Contractor personnel shall not be assigned to perform work under this blanket purchase agreement while using narcotics or other controlled substances prescribed by a licensed physician.

The use of non-narcotic prescription drugs by an employee assuming a post shall be reported through the Project Manager to the COTR. Failure to do so will require the Contractor to suspend or remove the employee from the blanket purchase agreement.

The Project Manager shall be responsible for the determination of the fitness of an employee using prescription drugs to assume duties of a post, and for providing full coverage of the post in the event the employee is not capable of doing so.



All Contractor personnel shall comply with the Personal Appearance and Grooming Standards found in Attachment 8 to this blanket purchase agreement.

The Contractor shall maintain personnel files on-site on all personnel working on this blanket purchase agreement. Such personnel files must contain, at a minimum, the following information:

- Name, date of birth, place of birth, Social Security number, home address and telephone number, name of personnel to be notified in case of an emergency, and a color photograph.
- Records of all training, examinations, firearm licenses and test scores.
- Copies of all complaints, investigations, and commendations.

Contract personnel are subject to codes of criminal law. Violations may result in suspension, removal or arrest of the contract employee from the blanket purchase agreement or termination of the blanket purchase agreement for default.

The Contractor shall remove any employee from the work site upon determination that the individual is assigned to duty for which he is not qualified or for which he has been disqualified for either suitability or security reasons, or which he is found to be unfit to perform his/her tour of duty. The COTR reserves the right to direct the removal of any employee determined to be in non-compliance with the qualifications. A determination of unfitness may be made from incidents involving:

- Violations of General, Post, Special Orders, and other memoranda and immediately identifiable types of misconduct or delinquency or any of the listed items in this section.
- Violating Rules and Regulations Governing Public Building and Grounds, 41 CFR 101.20.
- Failing to demonstrate courtesy and good manners toward INS employees (direct hire and contract), Federal officials, and the general public. Not displaying a respectful and helpful attitude in all endeavors will be cause for removal from post. Continued complaints shall be cause for removal from the blanket purchase agreement.
- Unauthorized use of Government property inclusive of communication equipment, phones or radios, credit cards, travel vouchers or automobiles. The Contractor shall pay for any unauthorized telephone calls or use of credit cards. Violators shall be subject to criminal prosecution.
- Disturbing papers on desks, opening desk drawers or cabinets for other than a bona fide security inspection. Indiscriminate disturbances of papers or equipment shall be cause for disciplinary action.

- Falsifying or unlawfully concealing, removing, mutilating, or destroying any official documents or records or concealing material facts by willful omission from official documents or records. Violators may be subject to criminal prosecution.
- Entertaining, socializing, or entering into business arrangements with, or giving legal advice to persons while on government property.
- Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on government property, or granting special favors to INS employees, family members, and their friends.
- Disclosing any official information or making any news or press releases.
- Engaging in audacious or demeaning discussions concerning INS internal matters, policies, grievances, legal issues, or personalities; or financial, personal, or family matters with INS employees, family members, the public, or any known associate of the above.
- Disclosure of any information involving duty assignment(s), security equipment, practices, procedures, operations, or other security related issue shall require the expressed approval of the COTR.
- Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the work site security, or any other act, that constitutes neglect of duties. Violating security procedures or regulations.
- Not remaining on duty until properly relieved. Deserting a duty post.
- Receiving traffic violations, notices, tickets (unless favorably adjudicated) while in the course of official duty. Violating or permitting others to violate INS parking procedures or regulations.
- Displaying disorderly or immoral conduct, e.g., using abusive or offensive language, quarreling, intimidating by words or actions, or fighting; or participating in disruptive activities.
- Gambling or unlawfully wagering or promoting gambling in any INS facility.
- Knowingly associating with persons known to be convicted felons or persons known to be connected with criminal activities. (This does not apply to immediate family members).
- Accepting or soliciting gifts, favors, or anything of value in connection with official duties.

- Using uniform, uniform badge and/or other INS identification for other than official business while on or off duty.
- Displaying unethical or improper use of official authority of INS identification or credentials, e.g. badges, passes, and other documents providing special access or privileges.
- Knowingly giving false or misleading statements or concealing material facts in connection with travel vouchers, official reports, any records, investigations, or other proceedings.
- Knowingly making false statement(s) about other contract employees/officials, INS employees, or the general public.
- Involvement in any form of discrimination or sexual harassment of other contract employees, INS employees or members of the general public as prescribed by law.
- Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.
- Eating, smoking, drinking at the duty station, or taking breaks in any location except those designated as authorized break areas as determined by the COTR.
- Employment, with or without compensation, by any foreign government, firm, corporation, or individual that is either controlled or managed by any foreign government.
- Employment as a Government or contract employee of INS, or any other position which would constitute a real or apparent conflict of interest with the mission of INS.
- Criminal misuse of issued weapons or the carrying of any non-issued weapons, as defined by Federal, State, or local law in the jurisdiction where the violation occurs.

### **3.13.7 Security Requirements**

Only U.S. citizens may perform under this blanket purchase agreement. All personnel performing on this blanket purchase agreement must pass a suitability determination conducted by the COTR. Contractor personnel will not be able to perform under this blanket purchase agreement until appropriate suitability determinations have been made. All necessary forms will be provided by the Government at the time of blanket purchase agreement award. Only complete security packages will be accepted by the INS Office of Security. Therefore, all personnel must provide the following information and documents to the COTR within 10 days after blanket purchase agreement award:

**3.13.7.1      Access To Classified Information**

INS has determined that the performance of this blanket purchase agreement requires that the Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) require(s) access to 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.

The Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, included in Attachment 9 to this the blanket purchase agreement, and the National Industrial Security Program Operating Manual (NISPOM) as directed by the Defense Security Service (DSS). If the Contractor has access to classified information at an INS or other Government facility, it will abide by the requirements set by that agency.

The Contractor must possess a TOP SECRET facility clearance consistent with the National Industrial Security Program Operating Manual (NISPOM), prior to blanket purchase agreement award. If an uncleared firm is selected, INS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, INS may terminate the blanket purchase agreement for the convenience of the Government.

Contractor personnel assigned to this blanket purchase agreement will be required to possess up to a TOP SECRET personnel security clearance to include all personnel performing under the labor categories of Program Manager/Project Manager or Supervisor. The security clearances will be issued by DSS.

**3.13.7.2      Suitability Determination For Sensitive/Facility Access.**

INS 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. INS may, as it deems appropriate, authorize and make a 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 INS, at any time during the term of the blanket purchase agreement. No employee of the Contractor, subcontractor, or vendor shall be allowed access to a

Government facility without a favorable EOD decision or suitability determination by the INS Security Office.

### **3.13.7.3    Background Investigations.**

All 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 blanket purchase agreement or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- Standard Form 85P, "Questionnaire for Public Trust Positions"
- Standard Form 85 P-S "Supplemental Questionnaire for Selected Positions"
- FD Form 258, "Fingerprint Card" (**2 copies**)
- Foreign Born Relatives Form
- Form DOJ-555, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act"
- Lautenburg Amendment Statement

NOTE: The Contractor is advised to only submit security packages on suitable prospective employees whose integrity, credit, and character will meet the security suitability requirements of INS. INS 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.

Be advised that unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, INS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

### **3.13.7.4    CONTINUED ELIGIBILITY**

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 blanket purchase agreement.



be waived for contract employees who have performed at HQINS continuously in the previous 6 months.

- In-service training is a specific term for training for contract personnel to enhance their skills and knowledge of security issues and operational procedural changes. The training is usually for short periods of time (10 to 15 minutes) held during the daily roll calls or at special COTR approved training sessions.
  - Re-certification training is required annually for firearms qualifications, first aid, CPR, and defibrillator use; report writing, and other operational training. Each contract employee must successfully complete at least 40 hours of re-certification training within each succeeding 12-month period. Re-certification training shall consist of reviews and updating of basic training and include additional current material bearing on law enforcement and protective services, e.g. significant court rulings; changes in security threats; new weaponry and protective techniques; and professional findings and views on drug control and human behavior. Retraining will include a review of all General, Post, and Special Orders, access control procedures, emergency procedures, handling of classified materials to include counter intelligence briefing, key control, vehicle procedures, report writing, operations of magnetometers (both hand-held and walk through), and any other areas that require additional retraining or certification.
  - Firearm training is required for armed security personnel assigned to this blanket purchase agreement. Training will include demonstrated knowledge in firearm safety through written tests and proficiency on the firing range prior to being assigned to the blanket purchase agreement. Firearm qualifications under this blanket purchase agreement shall be valid for one year from the date of qualification and certification.
- (1) The Contractor shall certify in writing to the COTR that each armed employee has successfully completed the firearms training specified for the weapon s/he is to carry. For all personnel who successfully complete firearms training, the Contractor shall provide to the Government signed statements to acknowledge this training and that the contract employee understands all orders, directives and regulations pertaining to the use of firearms.
  - (2) All security officers shall meet or exceed the highest standards of proficiency in firearms that are required by the jurisdictions in which the officers are performing their duties. All standards for testing and qualifications as well as qualifications of the firearm instructor are subject to review and approval by the COTR.

Within 30 days after receipt of course outlines from the Government, the Contractor shall submit to the COTR a Master Training Program that will include training objectives, subjects to be taught, proposed curricula, a training outline, schedules and flow charts for the anticipated student load. This training curriculum shall be consistent throughout the period of performance of the blanket purchase agreement, notwithstanding any





#### 4. DISCOUNTS

The following are the discounts proposed by MVM Incorporated to meet the requirements of the BPA. MVM offered four (4) discount rates specific to the Contract Line Item Numbers (CLINs). The discounts are for the life of this BPA.

The GSA Schedule contract years are: 7/1/2000 – 6/30/2001; 7/1/2001 – 6/30/2002; 7/1/2002 – 6/30/2003; 7/1/2003 – 6/30/2004; and 7/1/2004 – 6/30/2005. Option Year 2 for this effort falls under the final period of the GSA Schedule contract GS-07F-0366K unless extended by modification.

##### Discount Schedule for Labor Rates Provided in GSA SAM FSS Contract

- For CLINs 0001, 1001, 2001, 3001, and 4001 (Program Manager/Security Manager I Level 3), the [REDACTED]
- For CLINs 0002, 1002, 2002, 3002, and 4002 (Supervisor/Security Supervisor I Level 3), the [REDACTED]
- For CLINs 0003, 1003, 2003, 3003, and 4003 (Communications Dispatcher/Justice Protective Service Officer), the [REDACTED]
- For CLINs 0004, 1004, 2004, 3004, and 4004 (Protective Service Officer/Justice Protective Service Officer), the [REDACTED]

MVM Incorporated applies differential rates for training, support costs, and relief to these discounted rates to arrive at billing rates to be applied under this BPA.

##### Base Period

##### Discounted Billing Rate

Program Manager (through 09/30)  
 Program Manager (after 10/1)  
 Supervisor (through 09/30)  
 Supervisor (after 10/1)  
 Communications Dispatcher (through 09/30)  
 Communications Dispatcher (after 10/1)  
 Protective Service Officer (through 09/30)  
 Protective Service Officer (after 10/1)



**Option Year 1**

**Discounted Billing Rate**

Program Manager (through 09/30)  
Program Manager (after 10/1)  
Supervisor (through 09/30)  
Supervisor (after 10/1)  
Communications Dispatcher (through 09/30)  
Communications Dispatcher (after 10/1)  
Protective Service Officer (through 09/30)  
Protective Service Officer (after 10/1)



**Option Year 2**

**Discounted Billing Rate**

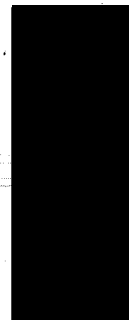
Program Manager (through 09/30)  
Program Manager (after 10/1)  
Supervisor (through 09/30)  
Supervisor (after 10/1)  
Communications Dispatcher (through 09/30)  
Communications Dispatcher (after 10/1)  
Protective Service Officer (through 09/30)  
Protective Service Officer (after 10/1)



**Option Year 3**

**Discounted Billing Rate**

Program Manager (through 09/30)  
Program Manager (after 10/1)  
Supervisor (through 09/30)  
Supervisor (after 10/1)  
Communications Dispatcher (through 09/30)  
Communications Dispatcher (after 10/1)  
Protective Service Officer (through 09/30)  
Protective Service Officer (after 10/1)



**Option Year 4**

**Discounted Billing Rate**

Program Manager (through 09/30)  
Program Manager (after 10/1)  
Supervisor (through 09/30)  
Supervisor (after 10/1)  
Communications Dispatcher (through 09/30)  
Communications Dispatcher (after 10/1)  
Protective Service Officer (through 09/30)  
Protective Service Officer (after 10/1)



**CUSTODY AND MAINTENANCE OF GOVERNMENT PROPERTY**  
**AND GOVERNMENT FURNISHED EQUIPMENT (GFE)**

Vehicles, radios, other and other select items of security equipment, standard office equipment (desk, chairs, telephones, photo-copy machines, fax machines, etc.) will be furnished by the Government for performance of this contract while Protective Service Officers (PSOs) are on duty. The uses for which this GFE and government acquired equipment will be provided, and the care, accountability and maintenance and replacement for which the contractor shall be responsible, are described in the General Orders.

When government furnished equipment is issued upon contract award, a listing of GFE will be issued via delivery order and made part of the contract.

Upon assumption of contract responsibilities for the Immigration Protective Service Program, and the completion of an independent inventory, the Contractor shall be assigned as custodian for the Government furnished equipment.

**I. Accountability for Government Property**

- A. All property furnished by the Government under this contract shall remain the property of the Government. All equipment issued by the Government to the Contractor shall be received for in a manner prescribed by the Contracting Officer's Technical Representative (COTR). Any property furnished by the Government to fulfill contractual requirements that is lost or damaged as a result of improper use or negligence by the Contractor, shall be repaired or replaced (as determined by the COTR) by the Government and the costs of such repair or replacement shall be borne by the Contractor.
- B. The contractor shall ensure that Immigration and Naturalization Service (INS) official seal, uniform design, and Protective Service logo are not copied or used, whether in whole or in part, in any capacity other than for official use by the Immigration Protective Service Program.
- C. Upon contract completion or termination, the Contractor shall render an accounting for all Government property that has come into its possession during the period of the contract.

## ATTACHMENT 1 (Revised)

- D. The Contractor is responsible for ensuring that all items are returned to their place of storage at the completion of the PSO's shift. Under no circumstances shall a PSO take any of the items off the building premises unless specifically authorized to do so by the COTR in writing. Any PSO who violates this provision is subject to immediate dismissal as determined by the Contracting Officer, in conjunction with the COTR, and is also subject to any penalty for violation of laws including, but not limited to, theft.
- E. Complete and current inventories of equipment shall be maintained by the Contractor and furnished to the COTR quarterly. The following are examples of equipment to be reported:
1. Electrical and mechanical equipment where installed, such as magnetometers, x-ray equipment, radio communications equipment, fire alarm systems, security alarm and surveillance systems, and all other electrical and mechanical equipment provided to the contractor for use in the operation and protection of INS facilities. This section shall also include written operating procedures and repair and maintenance instructions.
  2. Telephones considered necessary by the Government for the conduct of official Government business under this contract.
  3. Project Manager's administrative areas, locker space, locker and office equipment (as deemed necessary by the Government), excluding office machines.
- F. All administrative forms prescribed for use by the contract employees while on duty shall be obtained from the COTR.
- G. After contract award, but prior to performance of security duties, the COTR shall discuss with the Project Manager the method to be used in storing and issuing the articles of equipment outlined in this section. The emphasis in their discussion will be on the strict control to be used by the Contractor in ensuring that these items are properly received by the PSO at the beginning of the tour of duty and properly returned and secured at the end of the tour of duty.

- H. The Government assumes no liability arising from the Contractor's use of security equipment.
- I. At the expiration and/or termination of this contract all items of equipment listed in this section shall be returned to the Government.

## **II. Care and Maintenance**

- A. The Contractor shall be held responsible for the care, control, maintenance, and replacement of all items of equipment issued by the Contractor or INS. The contractor shall forward to the COTR a quarterly equipment inventory of all equipment which has been furnished by INS.
- B. The Contractor shall ensure all employees are issued and wear a clean, neat and complete uniform while on duty. The uniform design and type shall conform to standards and usage prescribed in this section and the General Orders.

## **III. Protective Service Officer Uniform**

- A. The Contractor shall, no later than seven (7) days prior to the contract performance date, submit to the COTR documentation to certify that all of the below items of uniform and equipment have been issued to each PSO, as required. Any disputes regarding application of the standards shall be resolved through the COTR to the Contracting Officer.
- B. No employee may enter on duty until s/he has all required uniforms, accessories and required items of equipment meeting the standards specified in the contract.
- C. The Contractor shall be issued the following equipment for each individual for the duties to be performed under this contract :

<u>Qty/Individual</u>	<u>Item</u>
1	Breast Shield (Badge)
1	Cap Plate (Badge)
1	Identification Card

12 Shoulder Patch

2 INS insignia tie tack

D. The Contractor shall be issued the following equipment for each post as appropriate for the duties to be performed under this contract:

first aid kit

portable radio

radio charger

radio accessories as necessary

hand held magnetometer as necessary

inspection mirrors as necessary

other industry standard security equipment deemed necessary by the COTR

#### **IV. INS Shoulder Patch, Badge and Cap Plate**

All shoulder patches, badges and cap plates are accountable and/or numbered and shall be accounted for at all times. Lost or stolen badge or cap plates shall immediately be reported to the COTR and an investigative report with recommendations shall be completed and submitted to the COTR within five working days. All lost or stolen shoulder patches, badges or cap plates shall be replaced at no expense to the Government. Worn out, frayed, or damaged INS shoulder patches shall be returned to the COTR for destruction.

#### **V. Radio Equipment**

A. All hand-held and vehicular radio equipment will be provided by INS.

B. The Contractor shall ensure all radios are maintained in good operating condition and be responsible for the care, control and scheduling of maintenance on both hand-held and vehicular equipment (all maintenance shall be performed by INS). The contractor shall be responsible for all

damage to, or losses of security radios or any radio parts while in his custody.

## **VI. Government Furnished Vehicles**

- A. The Government may provide vehicle(s) for contractor when determined by the COTR to be in the best interest of the Government. The Contractor shall ensure all Government furnished vehicles are inspected, operated, and maintained at all times in accordance with INS Fleet Management Program. The Government will be responsible for costs associated with routine maintenance and repairs.
- B. The contractor shall furnish the COTR a daily operational/status report of each assigned vehicle in a format prescribed by the COTR.
- C. The contractor shall ensure proper daily first line inspection maintenance and activity reports are performed for each vehicle and submitted to the COTR on a weekly basis in a manner prescribed by the COTR.
- D. The contractor shall be responsible for the care, control, and use of all government furnished General Services Administration (GSA) gas credit cards assigned to Government vehicles. The Project Manager shall immediately investigate and report, in writing to the COTR, any suspected or confirmed unauthorized use of the Government furnished gas credit cards.
- E. The contractor shall be responsible for care and control of each vehicle, including all assigned equipment, and to ensure all damage is properly reported to the COTR in writing within 24 hours of its discovery.
- F. The contractor shall be accountable for all damage to vehicles and equipment caused by carelessness or neglect. This includes damage to Government furnished vehicles as the result of traffic accidents when the contract employee is deemed negligent.
- G. The Project Manager shall ensure that all damages to vehicles are reported, and related accident reports are properly completed and submitted to the COTR within 3 working days. The Project Manager shall include a completed investigative report, affixing the responsibility for the accident and whether the damage was the result of faulty or reckless driving, or in clear disregard of local traffic regulations.

ATTACHMENT 1 (Revised)

- H. The COTR shall review all accident reports and determine responsibilities. In cases of disagreement between the Project Manager and the COTR, all reports and recommendations shall be forwarded to the Contracting Officer (CO) for final determination of liability.



**ATTACHMENT 2**

**ATTACHMENT 2 DELETED AT TIME OF AWARD**

**ATTACHMENT 3**

**ATTACHMENT 3 DELETED AT TIME OF AWARD**

**PRODUCTIVE MAN HOUR REQUIREMENTS**

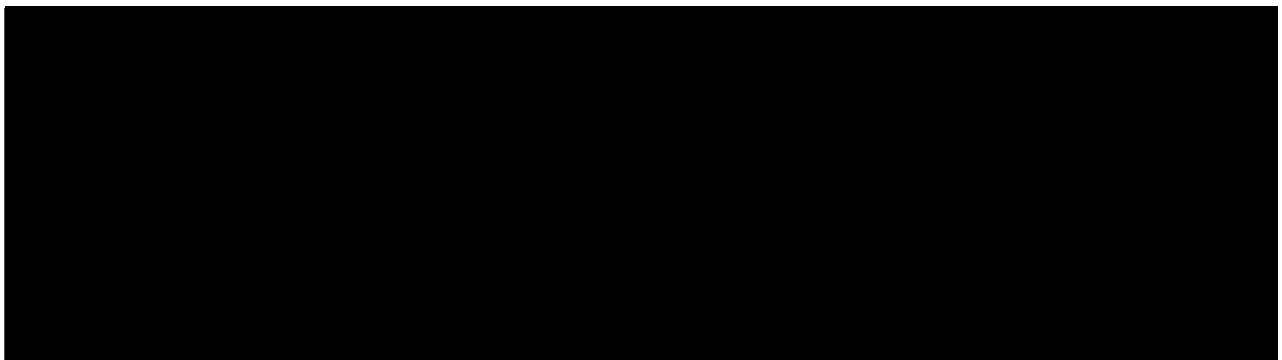
POST      LOCATION      TOUR      HOURS      DAYS PER WEEK



**Posts for CAB**



**Posts for TechWorld**



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**Immigration and Naturalization Service  
Office of Security  
Physical Security Branch**



**General Order**

Number  
**GO - 1.2**

Effective Date:  
**May 1, 1999**

**Security Orders**

Expiration Date:  
**May 1, 2000**

**Index to General Order 1.2**

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## ATTACHMENT 5

## I. Purpose

- A. This order describes the security operational handbooks which set forth policies and procedures in the form of directives. To maintain the high standards of security which the Immigration and Naturalization Service has established, these directives must be adhered to and enforced by all Protective Service Officers (PSOs).
- B. It is impossible to write directives governing every circumstance that PSOs may encounter. It is expected that sound judgment and common sense dictate PSOs' actions and decisions.
- C. There are two handbooks distributed to the INS Protective Service: General Order Book, and Post Order Book. These handbooks are discussed below.

## II. Authority

- A. All orders (general, post, and special) carry the authority of the Assistant Director for INS Protective Service Operations, the Contracting Officer's Technical Representative (COTR), the Alternate Contracting Officer's Technical Representatives (ACOTR) and the Project Manager (PM). Unless canceled by the appropriate authority, all orders shall be considered to be a direct order from the COTR and the PM.
- B. Only those directives or orders that have been issued through the established chain of command are to be considered valid. No requests for any action on the part of the INS PS shall be accepted from other sources. Such requests shall be referred to the ACOTR for Operations or the ACOTR for INS.
- C. The conveyance outside the established chain of command of any information involving operational orders is strictly prohibited and will be considered as cause for a request for removal from the project.

## III. Definitions

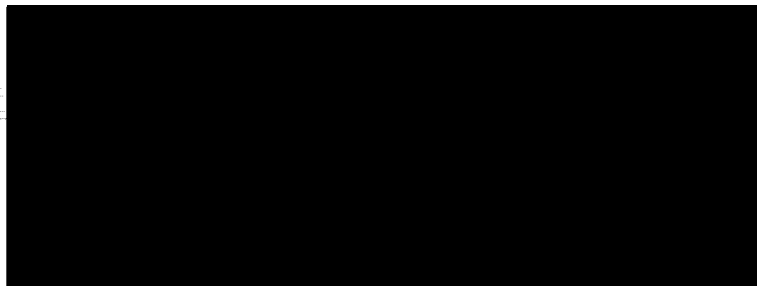
- A. *Operational Handbook* - Bound literature and documents of detailed operational instructions and information that is provided to each security post. The documents are organized in operational categories of General Orders, Post Orders, Special Orders, and Security Notices.

## ATTACHMENT 5

- B. *General Orders* - Permanent policy and procedural directives designed to standardize day-to-day operations at all INS PS posts.
- C. *Post Orders* - Permanent policy and procedural directives relative to a specific post.
- D. *Special Orders* - Temporary policy and procedural directives designed to provide specific instructions for an event having a fixed duration. These directives shall always be issued with an expiration date.
- E. *Security Notice* - Notices are for information purposes only designed for immediate circulation. These notices will indicate the intended audience. In some cases, the notice may be attended for wide or limited circulation outside the INS PS chain of command.

## IV. General Order Book

- A. The General Order Book contains all general orders and is organized as follows:
  - 1. All General Orders begin with the designator "GO - ".
  - 2. The General Orders are separated into series by numbers.



- 3. Each order within a series is also sequentially numbered.  
*Example: "GO - 1.2", indicating the second General Order pertaining to the administrative procedures.*
- B. Each post will maintain the Post Order Book at the post location during hours of operation. Post Order Books will not be left unattended/unsecured. If a Post Order Book can not be secured at a post



## ATTACHMENT 5

during hours the post is not operational, then the book shall be turned over to the Supervisor or the Security Control Center.

V. Post Order Book

- A. The Post Order Book contains the following information.
1. Post Order
  2. Attachments
  3. Special Orders
  4. Notices
  5. Inventory
  6. Access Lists
  7. Miscellaneous
- B. Post Orders are designated by the post number they are associated with. The post numbers are three-digit numbers with the first digit being a facility or area designator. The second and third digits indicate the post within that facility or area.
- C. Each post will maintain the Post Order Book at the post location during hours of operation. Post Order Books will not be left unattended/unsecured. If a Post Order Book can not be secured at a post during hours the post is not operational, then the book shall be turned over to the Supervisor or the Security Control Center.
- D. When information is received on post, the PSO will file the information in the appropriate location within the Post Order Book.
- E. Adherence to General and Post Orders
1. General Orders
    - a) PSOs shall know and comply with all general orders.
    - b) All general orders are subject to updating and renumbering at any time.
  2. Post Orders
    - a) The requirements for a post are defined officially in its post order. The PSO shall follow the Post Order unless told

## ATTACHMENT 5

otherwise by the COTR or an ACOTR (see General Order 1.1) or supervisor within the chain of command.

- b) The COTR, ACOTR or Supervisor within the chain of command may supersede provisions of a post order on a temporary basis. Changes of a longer-term nature will be issued in writing as a special order or as an amendment to the post order.
- c) When provisions of a post order are superseded, the details shall be documented as an incident.

F. Special Instructions

- 1. Special instructions are received through the chain of command. These instructions may be received over the phone. Any instructions covering a period longer than 24 hours will be issued as a Special Order.
- 2. That information, regardless of the expiration date, shall be placed in the Special Orders section of the Post Order Book.
- 3. If someone unfamiliar calls and says s/he is a PHYSEC Representative or a PSO Supervisor, the PSO shall verify the person's identity by contacting the SCC or Supervisor for instructions.
- 4. The PSO shall ensure this information is entered in the *Security Officer's/Radio Operator's Duty Log*.

ATTACHMENT 5

Any questions or problems regarding the contents of this order shall be brought to the attention of a supervisor for resolution.

Approved By :

By Order Of:

\_\_\_\_\_  
Russell G. Reese  
Assistant Director  
Physical Security

\_\_\_\_\_  
Alternate  
Contracting Officer's  
Technical Representative

**Immigration and Naturalization Service  
Office of Security  
Security Operations Services Branch**



<b>Post Order</b>	<b>Number</b>	<b>Effective Date:</b>
	<b>PO - 801</b>	<b>April 1, 1999</b>
<b>Main Entrance Veteran's Affairs Building</b>	<b>Expiration Date:</b>	
	<b>April 1, 2000</b>	

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### Attachments

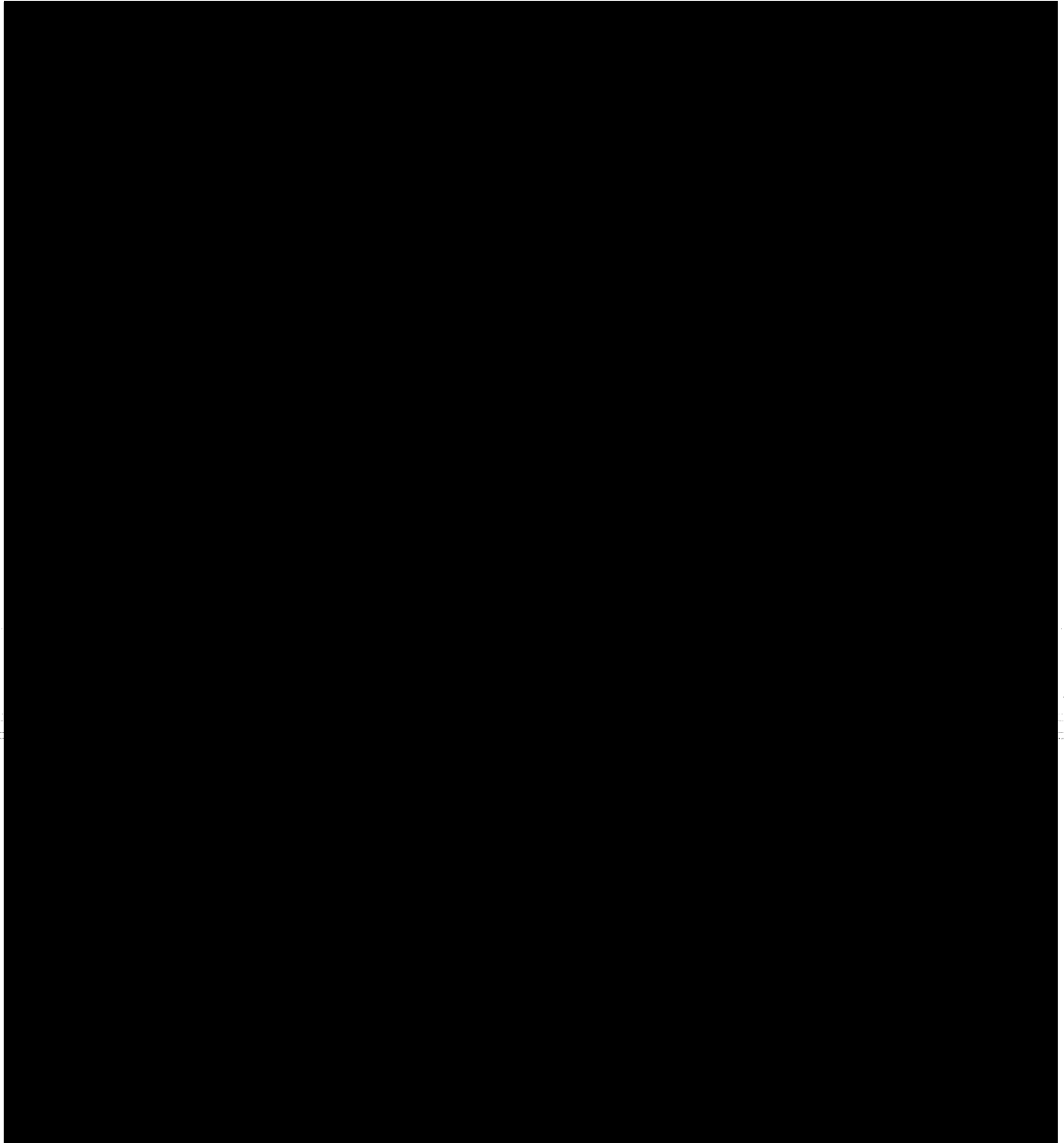
Attachment A	General Order Reference List
Attachment B	Schedule of Significant Tasks
Attachment C	Emergency Contact List

ATTACHMENT 5

Attachment D Building Passes and Other Identification

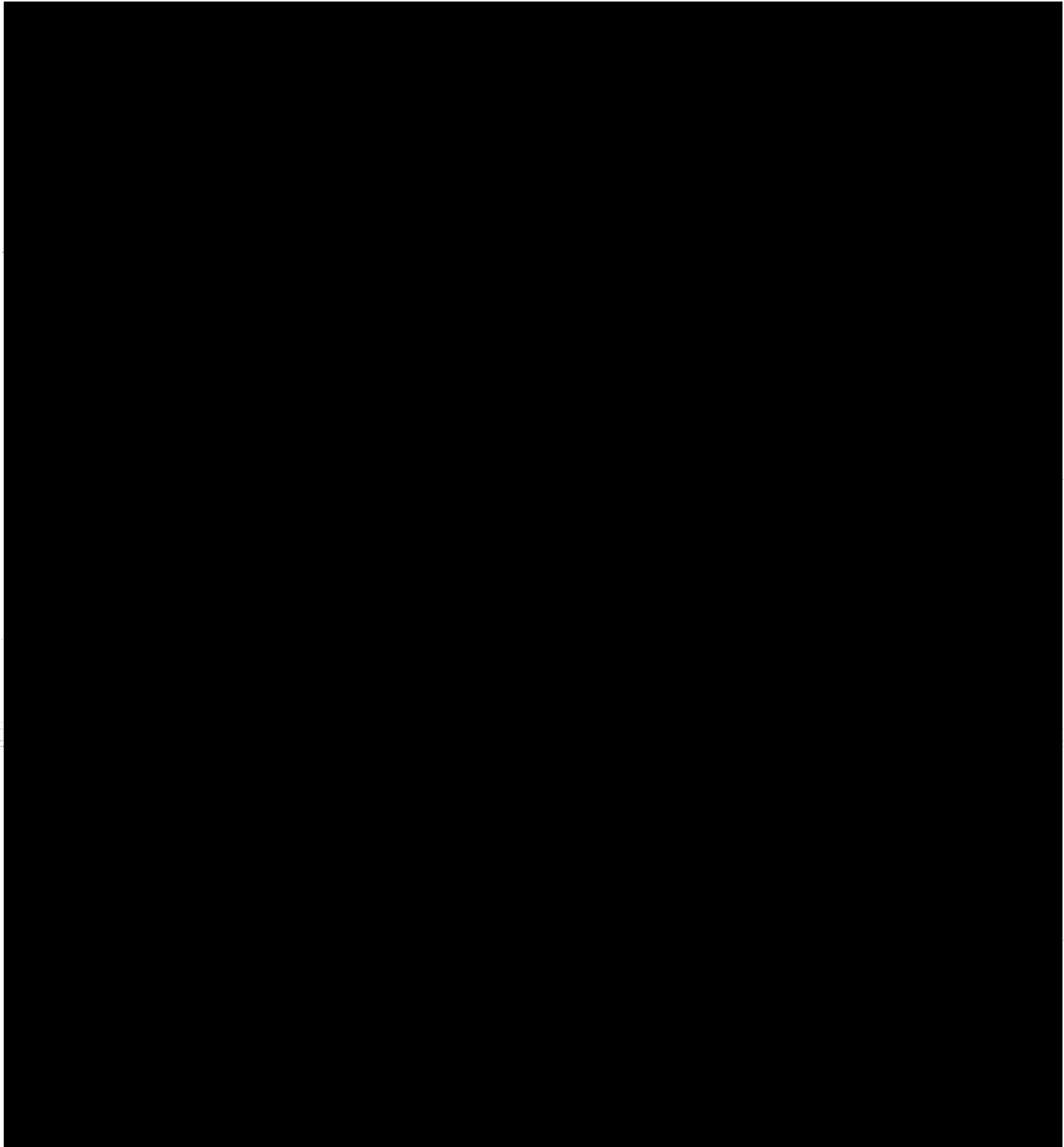
**ATTACHMENT 5**

**I. General Information**

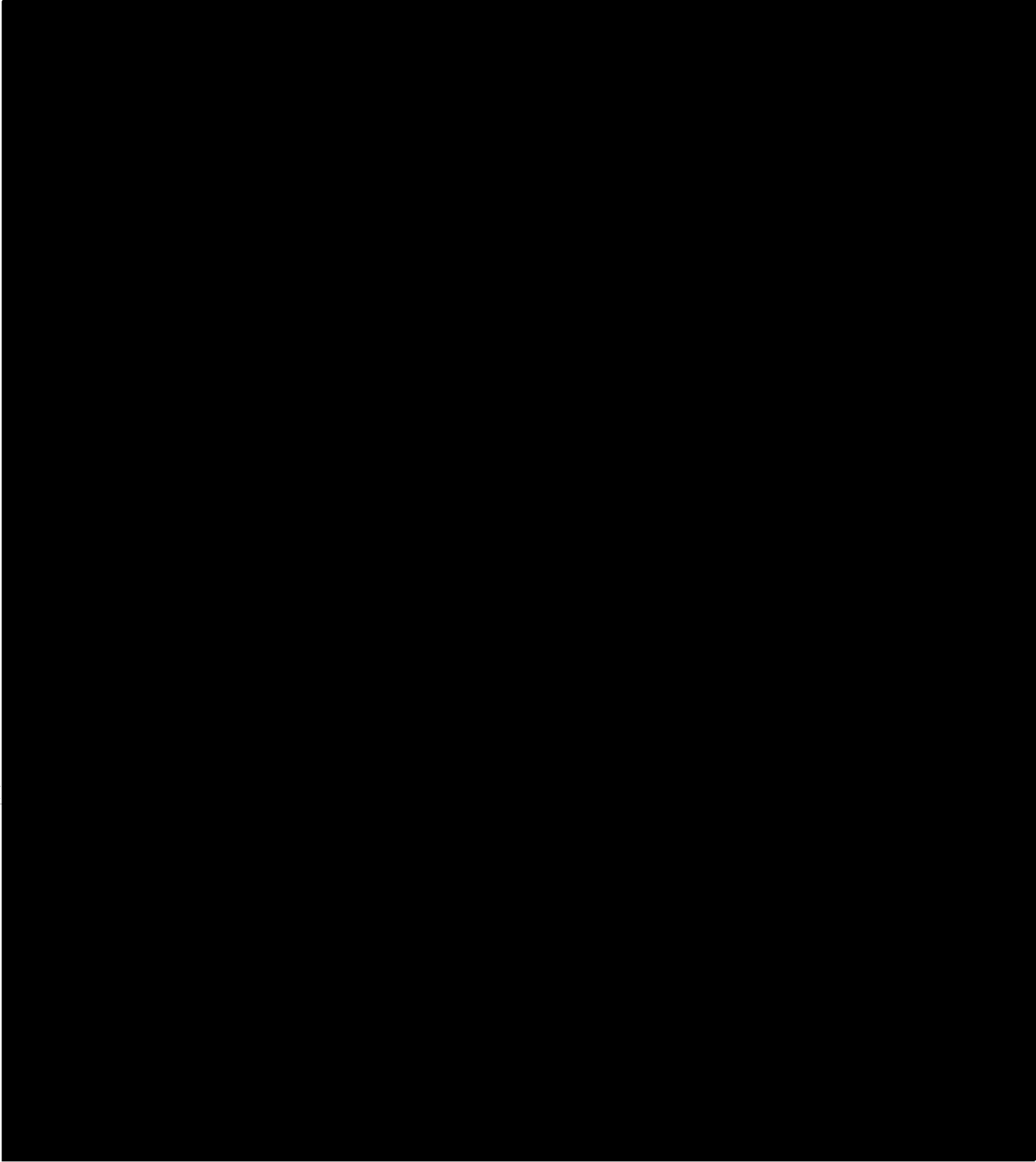


**ATTACHMENT 5**

**II. Post Equipment Summary**



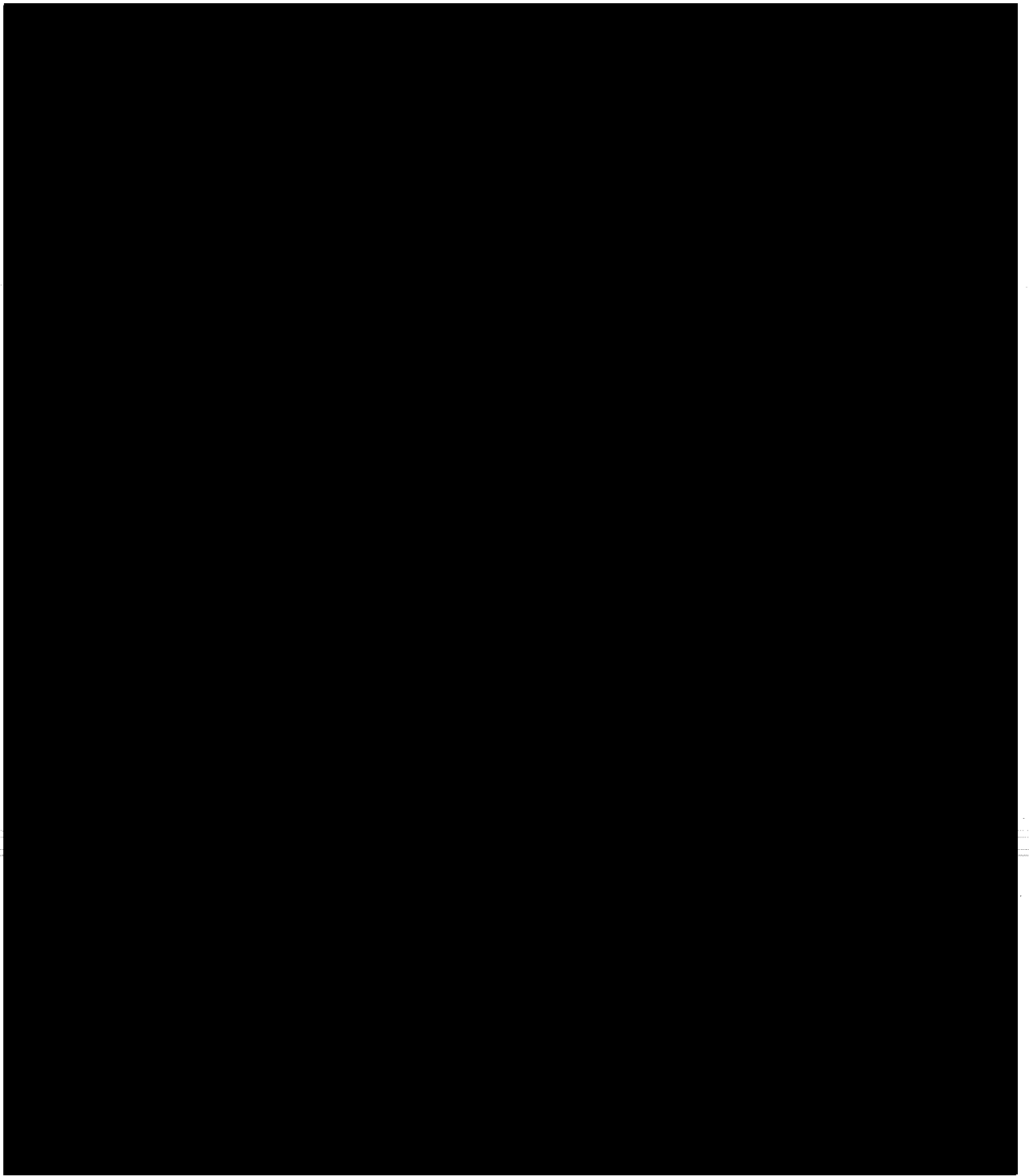
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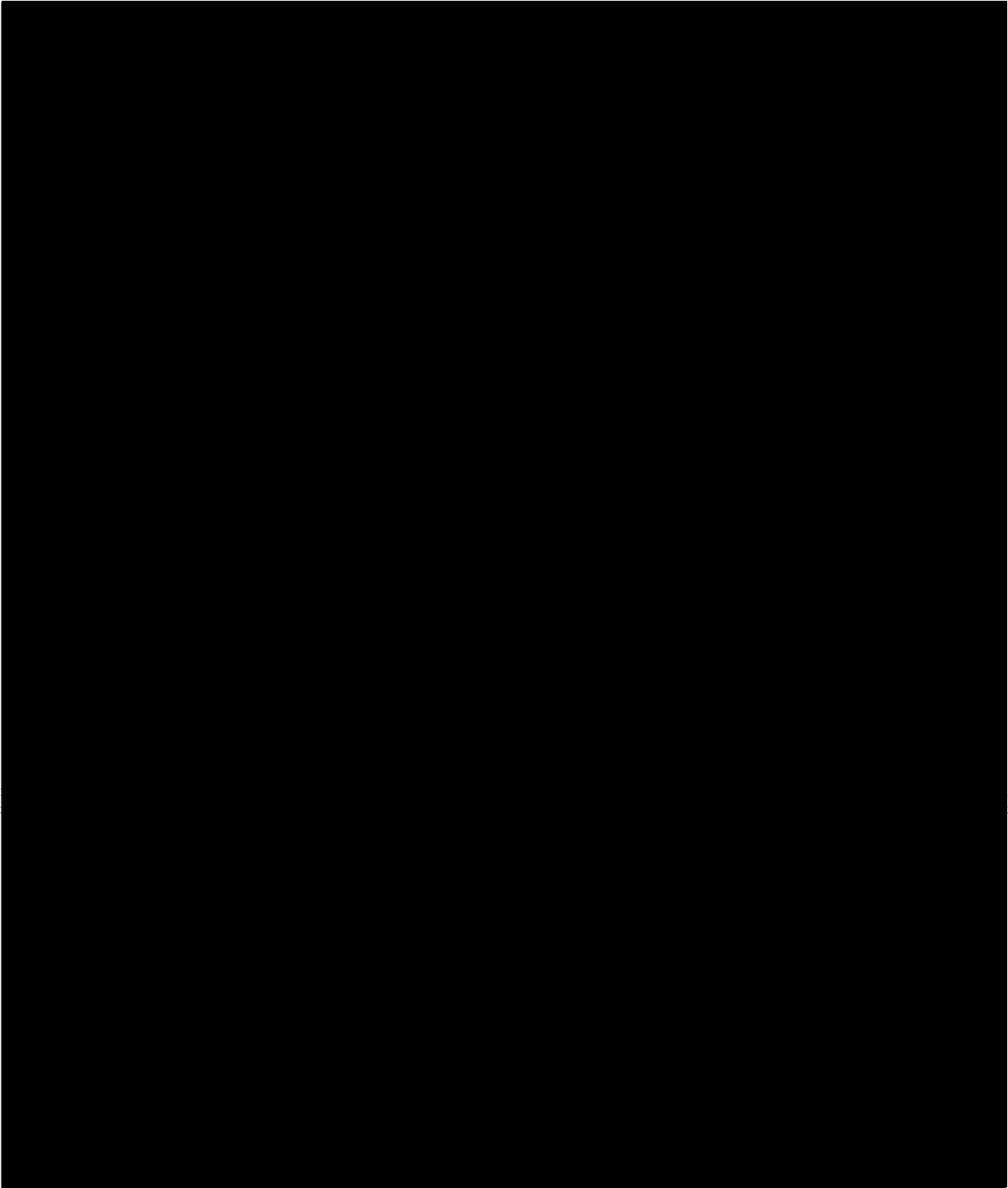
(b)(2), (b)(7)(E)



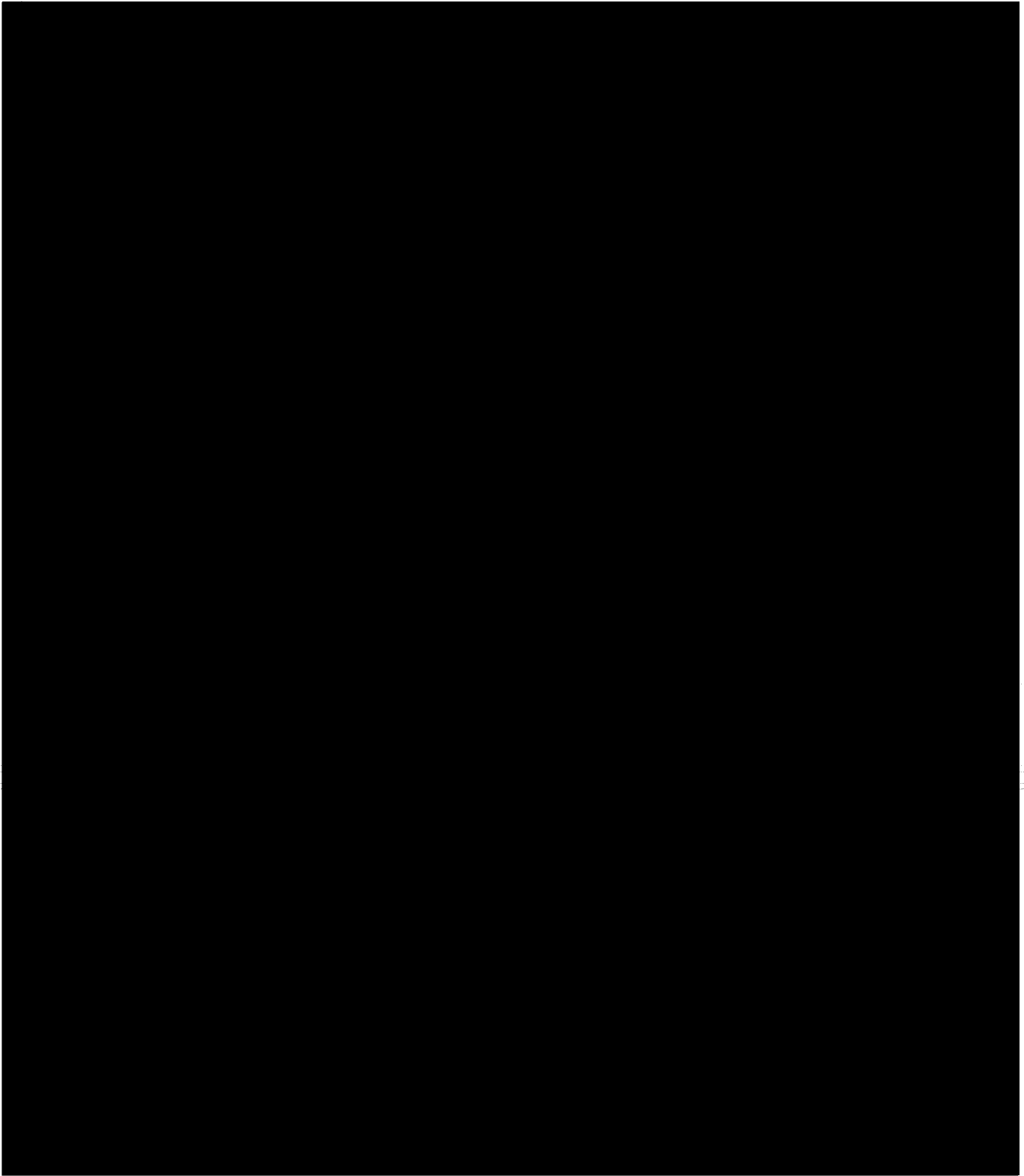
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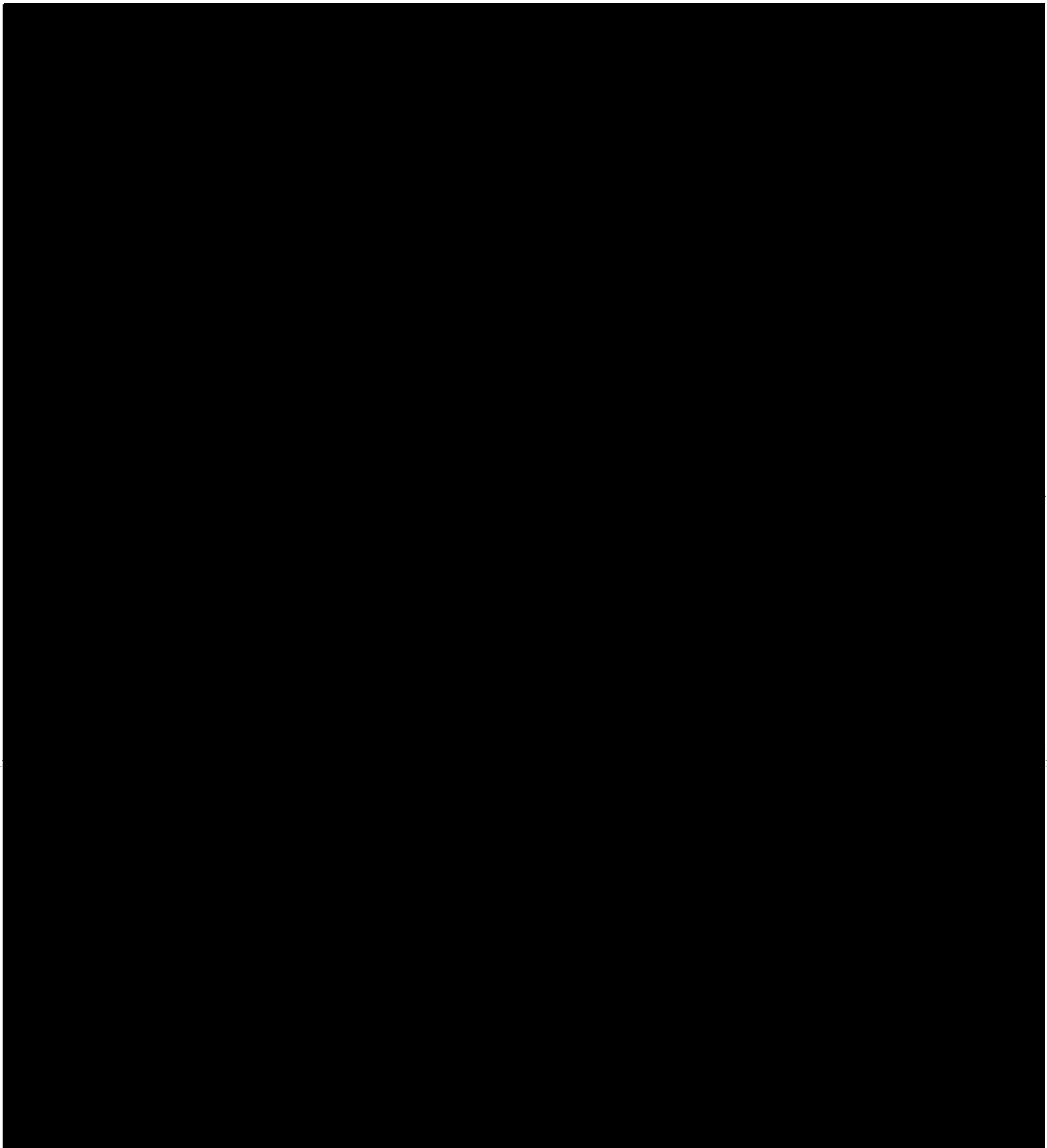
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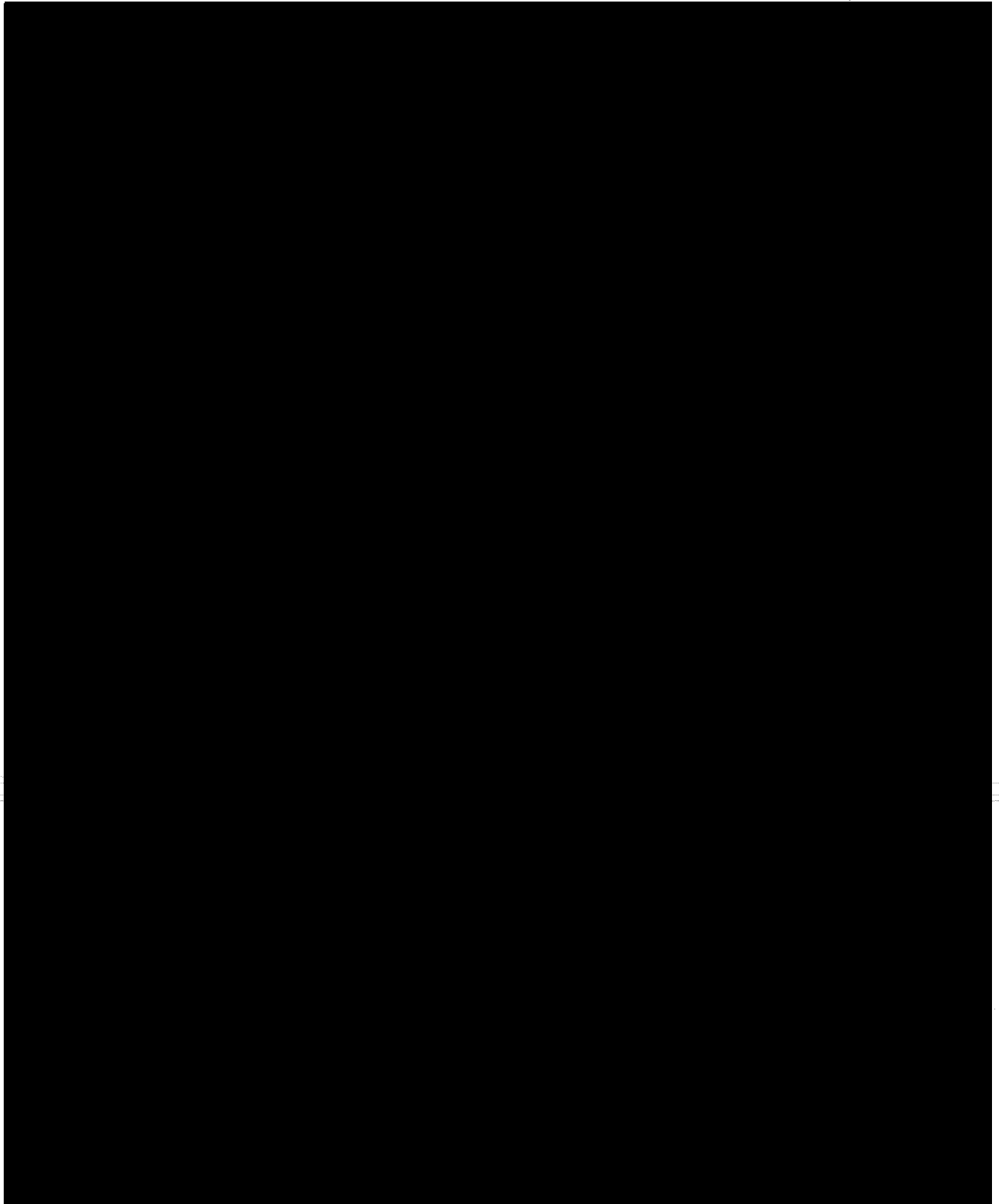
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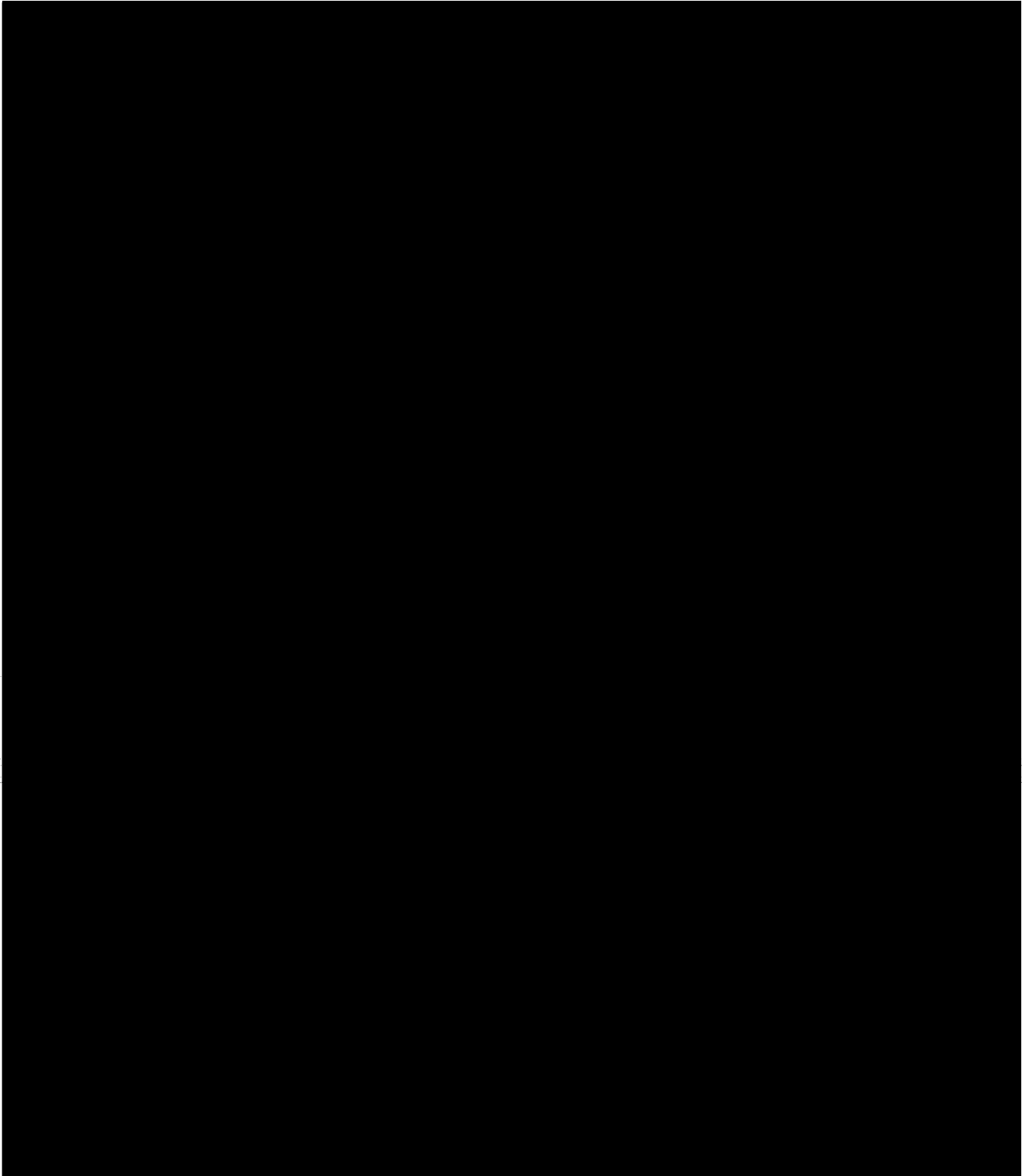
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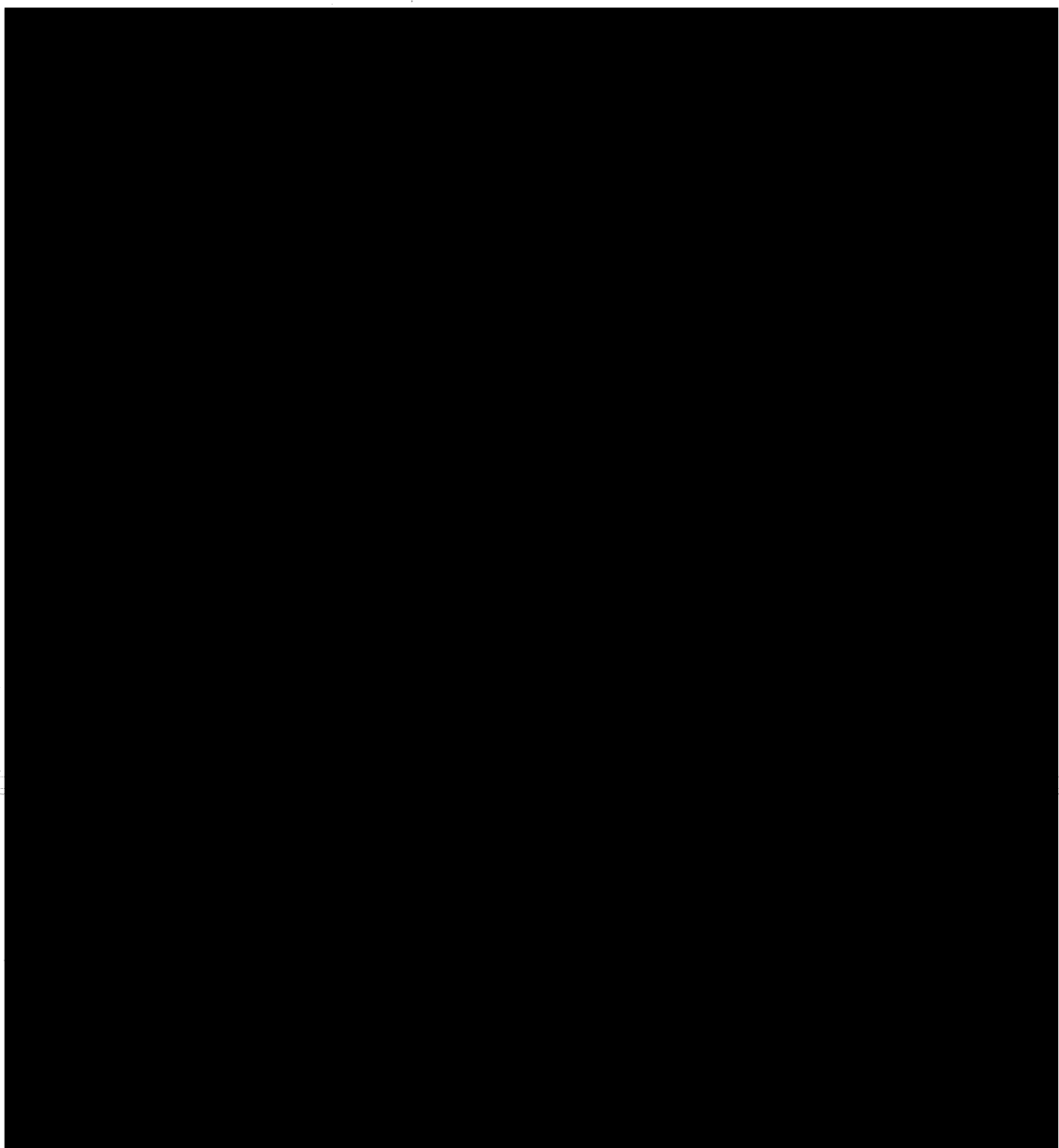
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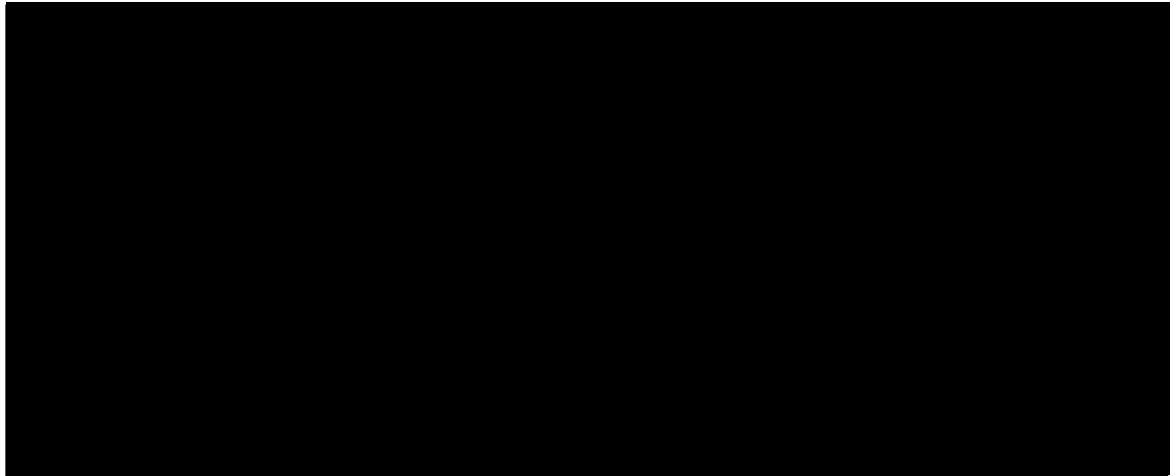
ATTACHMENT 5



ATTACHMENT 5



ATTACHMENT 5



Any questions or problems regarding the contents of this order shall be brought to the attention of a supervisor for resolution.

Approved By:

By Order Of:

\_\_\_\_\_  
Russell G. Reese  
Assistant Director  
Physical Security

\_\_\_\_\_  
Alternate  
Contracting Officer's  
Technical Representative

(b)(2), (b)(7)(E)



Height \ AGE	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76
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55 & Over	163	166	169	172	175	178	181	184	188	193	198	203	209	216	223	230	243

Height AGE	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76
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55 & Over	145	148	152	158	160	165	168	171	175	178	181	183	186	189	192	196	200

## RULES AND REGULATIONS GOVERNING PUBLIC BUILDINGS

The following rules and regulations were promulgated pursuant to Public Law 566, 80th Congress, approved June 1, 1948 (Title 40, U.S. Code, 318); and the Federal Property and Administrative Services Act of 1949 (Title 63, United States Statutes at Large, 377), and apply to all premises under the charge and control of the Immigration and Naturalization Service (INS) and to all persons entering in or on such property.

Under the General Services Administration delegation of authority to the Department of Justice (DOJ), and for the purpose of this section, the Director of Security or his/her designee, shall be considered the "ranking representative of the Federal Protective Service Division responsible for protection of the facility or the area." In addition, the Contractor shall assume the authority whenever the term Federal Protective Officer is used in this section. At the present time there is no authority for INS to delegate the Power of Arrest to contract employees.

### **Federal Property Management Regulations Subpart 101-20.3 -- Conduct on Federal Property**

Applicability (41 CFR 101-20.300). These rules and regulations apply to all property under the charge and control of the General Services Administration and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations.

Inspection (41 CFR 101-20.301). Packages, briefcases, and other containers in the immediate possession of visitors, employees, or other persons arriving on, working at, visiting, or departing from Federal property, are subject to inspection. A full search of a person and any vehicle driven or occupied by the person may accompany an arrest.

Admission to property (41 CFR 101-20.302). Property shall be closed to the public during other than normal working hours. The closing of property will not apply to that space in those instances where the Government has approved the after-normal-working hours use of buildings or portions thereof for activities authorized by Subpart 101-20.4. During normal working hours, property shall be closed to the public only when situations require this action to ensure the orderly conduct of Government business. The decision to close the property shall be made by the designated official under the Occupant Emergency Program after consultation with the buildings manager and the ranking representative of the Law Enforcement Branch responsible for protection of the facility or the area. The designated official is defined in 101-20.003(g) as the highest ranking official of the primary occupant agency, or the alternate highest ranking official

or designee selected by mutual agreement by other occupant agency officials. When property, or a portion thereof, is closed to the public, admission to this property, or a portion, will be restricted to authorized persons who shall register upon entry to the property and shall, when requested, display Government or other identifying credentials to the Federal Protective Officers or other authorized individuals when entering, leaving, or while on the property. Failure to comply with any of the applicable provisions is a violation of these regulations.

Preservation of property (41 CFR 101-20.303). The improper disposal of rubbish on property; the willful destruction of or damage to property; the theft of property; the creation of any hazard on property to persons or things; the throwing of articles of any kind from or at a building or the climbing upon statues, fountains, or any part of the building, is prohibited.

Conformity with signs and directions (41 CFR 101-20.304). Persons in and on property shall at all times comply with official signs of a prohibitory, regulatory, or directory nature and with the lawful direction of Federal Protective Officers and other authorized individuals.

Disturbances (41 CFR 101-20.305). Any loitering, disorderly conduct, or other conduct on property which creates loud or unusual noise or a nuisance; which unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots; which otherwise impedes or disrupts the performance of official duties by Government employees; or which prevents the general public from obtaining the administrative services provided on the property in a timely manner, is prohibited.

Gambling (41 CFR 101-20.306). Participating in games for money or other personal property or the operating of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of numbers, tickets, in or on property is prohibited. This prohibition shall not apply to the vending or exchange of chances by licensed blind operators of vending facilities for any lottery set forth in a State law and authorized by section 2(a)(5) of the Randolph-Sheppard Act (20 U.S.C. 107, et seq.)

Alcoholic beverages and narcotics (41 CFR 101-20.307). Operations of a motor vehicle while on the property by a person under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines is prohibited. Entering upon the property, or while on the property, under the influence of or using or possessing any narcotic drug, hallucinogens, marijuana, barbiturates, or amphetamines is prohibited. This prohibition shall not apply in cases where the drug is being used as prescribed for a patient by a licensed physician. Entering upon the property, or being

on the property, under the influence of alcoholic beverages is prohibited. The use of alcoholic beverages on property is prohibited except, upon occasions and on property upon which the head of the responsible agency or his or her designee has for appropriate official uses granted an exemption in writing. The head of the responsible agency or his or her designee shall provide a copy of all exemptions granted to the buildings manager and the Chief, Law Enforcement Branch, or other authorized officials, responsible for the security of the property.

Soliciting, vending, and debt collection (41 CFR 101-20.308). Soliciting alms, commercial or political soliciting, and vending all kinds, displaying or distributing commercial advertising, or collecting private debts on GSA-controlled property is prohibited. This rule does not apply to (a) national or local drives for funds for welfare, health, or other purposes as authorized by 5 CFR, part 110 and 950, Solicitation of Federal Civilian and Uniformed Services Personnel for Contributions to Private Voluntary Organizations issued by the U.S. Office of Personnel Management under Executive Order 12353 of March 23, 1982, as amended, and sponsored or approved by the occupant agencies; (b) concessions or personal notices posted by employees on authorized bulletin boards; (c) solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Pub. L. 95-454); and (d) lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under the Public Buildings Cooperative Use Act of 1976 [40 U.S.C. 490(a)(16)]. Note: Public areas of GSA-controlled property may be used for other activities permitted in accordance with Subpart 101-20.4.

Posting and Distributing Materials (41 CFR 101-20.309). Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property is prohibited, except as authorized in 101-20.308 or when these displays are conducted as part of authorized Government activities. Distribution of materials, such as pamphlets, handbills, or flyers, is prohibited, except in the public areas of the property as defined in 101-20.003(z), unless conducted as part of authorized Government activities. Any person or organization proposing to distribute materials in a public area under this section shall first obtain a permit from the building manager under Subpart 101-20.4 and shall conduct distribution in accordance with the provisions of Subpart 101-20.4. Failure to comply with those provisions is a violation of these regulations.

Photographs for news, advertising, or commercial purposes (41 CFR 101-20.310). Photographs may be taken in space occupied by a tenant agency only with the consent of the occupying agency concerned. Except where security regulations apply or a Federal court order or rule prohibits it, photographs for news purposes may be taken in

entrances, lobbies, foyers, corridors or auditoriums when used for public meetings. Subject to the foregoing prohibitions, photographs for advertising and commercial purposes may be taken only with written permission of an authorized official of the agency occupying the space where the photographs are to be taken.

Dogs and other animals (41 CFR 101-20.311). Dogs and other animals, except seeing eye dogs, other guide dogs, and animals used to guide or assist handicapped persons, shall not be brought upon property for other than official purposes.

Vehicular and pedestrian traffic (41 CFR 101-312)

(a) Drivers of all vehicles entering or while on property shall drive in a careful and safe manner at all times and shall comply with the signals and directions of Federal Protective Officers or other authorized individuals and all posted traffic signs;

(b) The blocking of entrances, driveways walks, loading platforms, or fire hydrants on property is prohibited; and

(c) Except in emergencies, parking on property is not allowed without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, shall be subject to removal at the owners' risk and expense. This paragraph may be supplemented from time to time with the approval of the Regional Administrator by the issuance and posting of such specific traffic directives as may be required, and when so issued and posted such directives shall have the same force and effect as if made a part thereof. Proof that a motor vehicle was parked in violation of these regulations or directives may be taken as prima facie evidence that the registered owner was responsible for the violation.

Explosives (41 CFR 101-20.313). No person entering or while on property shall carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed, except for official purposes. (Weapons, see title 18, U.S. code 930.)

Nondiscrimination (41 CFR 101-20.314). There shall be no discrimination by segregation or otherwise against any person or persons because of race, creed, sex, color, or national origin in furnishing or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided thereby on the property.

Penalties and other laws (41 CFR 101-20.315). Whoever shall be found guilty of violating any rule or regulation in this Subpart 101-20.3 while on any property under the charge and control of U.S. General Services Administration (GSA) is subject to a fine of

not more than \$50, or imprisonment of not more than 30 days, or both. (See title 40 U.S.C. 318c.) Nothing in these rules and regulations shall be construed to abrogate any other Federal laws or regulations or any State and local laws and regulation applicable to any area in which the property is situated. (section 205(c), 63 U.S. Statutes, 390; 40 U.S. code 486(c)).

In addition to the enforcement of 41 CFR 101-20, the Contractor shall enforce all rules and regulations contained in General, Post and Special Orders approved by the COTR that pertain to the physical protection of domestic facilities, communications, employees, computer and information systems, and classified or sensitive information. These rules and regulations shall be provided to the Contractor at the time the contract is awarded. These rules and regulations are subject to change at anytime by the COTR.

**U.S. Code, Title 18, (Crimes and Criminal Procedure)  
Chapter 44 – Firearms**

**Sec. 930. Possession of firearms and dangerous weapons in Federal facilities**

(a) Except as provided in subsection (d), whoever knowingly possesses or causes to be present a firearm or other dangerous weapon in a Federal facility (other than a Federal court facility), or attempts to do so, shall be fined under this title or imprisoned not more than 1 year, or both.

(b) Whoever, with intent that a firearm or other dangerous weapon be used in the commission of a crime, knowingly possesses or causes to be present such firearm or dangerous weapon in a Federal facility, or attempts to do so, shall be fined under this title or imprisoned not more than 5 years, or both.

(c) A person who kills or attempts to kill any person in the course of a violation of subsection (a) or (b), or in the course of an attack on a Federal facility involving the use of a firearm or other dangerous weapon, shall be punished as provided in sections 1111, 1112, and 1113.

(d) Subsection (a) shall not apply to -

(1) the lawful performance of official duties by an officer, agent, or employee of the United States, a State, or a political subdivision thereof, who is authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of any violation of law;

(2) the possession of a firearm or other dangerous weapon by a Federal official or a member of the Armed Forces if such possession is authorized by law; or

(3) the lawful carrying of firearms or other dangerous weapons in a Federal facility incident to hunting or other lawful purposes.

(e)

(1) Except as provided in paragraph (2), whoever knowingly possesses or causes to be present a firearm in a Federal court facility, or attempts to do so, shall be fined under this title, imprisoned not more than 2 years, or both.

(2) Paragraph (1) shall not apply to conduct which is described in paragraph (1) or (2) of subsection (d).

(f) Nothing in this section limits the power of a court of the United States to punish for contempt or to promulgate rules or orders regulating, restricting, or prohibiting the possession of weapons within any building housing such court or any of its proceedings, or upon any grounds appurtenant to such building.

(g) As used in this section:

(1) The term "Federal facility" means a building or part thereof owned or leased by the Federal Government, where Federal employees are regularly present for the purpose of performing their official duties.

(2) The term "dangerous weapon" means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 1/2 inches in length.

(3) The term "Federal court facility" means the courtroom, judges' chambers, witness rooms, jury deliberation rooms, attorney conference rooms, prisoner holding cells, offices of the court clerks, the United States attorney, and the United States marshal, probation and parole offices, and adjoining corridors of any court of the United States.

(h) Notice of the provisions of subsections (a) and (b) shall be posted conspicuously at each public entrance to each Federal facility, and notice of subsection (e) shall be posted conspicuously at each public entrance to each Federal court facility, and no person shall be convicted of an offense under subsection (a) or (e) with respect to a Federal facility if such notice is not so posted at such facility, unless such person had actual notice of subsection (a) or (e), as the case may be.



### Personal Appearance and Grooming Standards

- A. Security Officers shall be in uniform and maintain a neat, clean, and business-like appearance and comply with dress standards while on duty.
1. The term "Protective Service Officer" (PSO) refers to all contract security personnel including armed uniformed officers and supervisory personnel.
  2. Violations of grooming standards and personal appearance requirements shall be reported to the Project Manager. Alleged violations shall be fully investigated by the Contractor and a comprehensive Report of Investigation shall be submitted to the Contracting Officer's Technical Representative (COTR) within seven (7) days of the violation, informing the COTR of the corrective action taken to prevent recurrence.
  3. Failure to meet the requirements of appearance and wearing of the uniform as noted herein is considered as being "out of uniform". PSOs who are out of uniform more than twice may be subject to removal from the contract.
- B. The personal appearance and grooming standards required by this contract are listed below:
1. All PSOs and Supervisors shall wear properly fitted uniforms when on duty. Any individuality shall not interfere with or detract from the proper wearing of the security officer uniform designed by INS.
  2. Uniforms purchased from any source are acceptable to the Government provided that the contractor supplies the specified uniform and abides by federal acquisition regulations pertaining to subcontracting under this contract. The contractor shall ensure the PSOs possess the required number of uniforms that will result in a professional appearance.
  3. PSOs may wear their uniform to and from work provided that all insignia (i.e. shields, badges, patches) are completely covered by an over-garment (i.e., coat, jacket, sweater). The hat shall not be worn off duty.

4. Only conservative prescription eyeglasses may be worn with the uniform. Sunglasses or eyeglasses that are faddish in style or color (e.g. bright, iridescent or fluorescent orange, yellow, red, etc.) or have lenses or frames with initials or other adornments shall not be worn. Mirrored or opaque sunglasses may not be worn. Frame holders which are navy blue or black in color and otherwise unadorned may be worn. Sunglasses or darkly tinted glasses shall not be worn inside the building unless determined as medically necessary by a licensed medical physician.
5. PSOs shall not wear jewelry in their noses, ears or other visible parts of the body. Females may wear small plain golden, silvertone or pearl button earrings not to exceed one-quarter (1/4) inch in diameter. Rings on fingers shall be limited to not more than two rings per finger or two rings per hand. The wearing of beads, necklaces, chains, bracelets, and similar jewelry while on duty is prohibited unless covered by the uniform shirt.
6. Only authorized logos and accessories shall be worn on or with the PSO's uniform. At no time, shall a contract employee display, or cause to be displayed, any contractor insignia or logo while on duty without written approval of the COTR.
7. Shirts shall be worn with the cuffs fully extended and buttoned. Short sleeve shirts shall be worn with one button open at the collar and sleeves fully extended.
8. Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.
9. Undershirts shall be white or neutral and worn in such a manner so as to be concealed from view. No lettering or design shall be visible through the uniform shirt.
10. If a mustache is worn, it shall be kept neat and trimmed evenly so that no portion extends more than one-half (1/2) inch below or beyond the line of the individual's upper lip.

11. The face shall be kept clean shaven. The temporary wearing of beards may be authorized by the COTR, if prescribed by a board-certified medical doctor for pseudofolliculitis barbae. In such cases, the beard shall be neatly trimmed to a length not to exceed one-quarter (1/4) inch. Medical certification for shaving waivers shall be resubmitted every 90 days.
12. Hair and/or wigs, for females, must be a natural hair color and kept clean, neat and styled to present a managed appearance. Hair shall be arranged so that it does not extend more than 2 and 1/2 inches below the bottom of the collar. Bouffant and modified bush styles are acceptable if they allow for proper wearing of headgear. Plaited or braided hair shall be permitted only if worn under headgear. No decorations shall be worn in the hair and items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blend with the hair.
13. Hair pieces for males must be a natural hair color, neatly groomed and shall not fall over the eyes or exceed the top of the collar. It shall be kept clean and the length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. Also, the bulk or length of the hair shall not interfere with the wearing of headgear and no decorations shall be worn in the hair.
14. For males, hair length must not exceed the top of a shirt collar. Females may wear their hair in an "up" style so as not to interfere with the wearing of the uniform or use of equipment. The Contractor is responsible for ensuring that PSOs maintain a neat appearance in accordance with generally accepted standards of the community.
15. Sideburns shall not be conspicuous and shall be neatly trimmed at all times. Sideburns shall not extend below the top of the ear canal nor forward past a vertical line extending one-half (1/2) inch backward from the outer corner of the eye.
16. Fingernails shall not extend further than 1/8 of one inch beyond the tip of the finger. Fingernail polish may be used if the color is neutral.

**DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**  
*(The requirements of the DoD Industrial Security Manual apply to all security aspect of this effort.)*

**1. CLEARANCE AND SAFEGUARDING**  
a. FACILITY CLEARANCE REQUIRED  
**TOP SECRET**  
b. LEVEL OF SAFEGUARDING REQUIRED  
**NONE**

**2. THIS SPECIFICATION IS FOR:** (X and complete as applicable)

**3. THIS SPECIFICATION IS:** (X and complete as applicable)

<input type="checkbox"/>	a. PRIME CONTRACT NUMBER GS-07F-0366K/COW-2-A-0064	<input checked="" type="checkbox"/>	a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) <b>010329</b>
<input type="checkbox"/>	b. SUBCONTRACT NUMBER	<input type="checkbox"/>	b. REVISED (Supersedes all previous specs)	Revision No. Date (YYMMDD)
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER <b>COW-2-Q-0010</b>	Due Date (YYMMDD)	c. FINAL (Complete Item 5 in all cases)	Date (YYMMDD)

**4. IS THIS A FOLLOW-ON CONTRACT?**  YES  NO. If Yes, complete the following:  
Classified material received or generated under \_\_\_\_\_ (Preceding Contract Number) is transferred to this follow-on contract.

**5. IS THIS A FINAL DD FORM 254?**  YES  NO. If Yes, complete the following:  
In response to the contractor's request dated \_\_\_\_\_ Retention of the identified classified material is authorized for the period of \_\_\_\_\_

**6. CONTRACTOR** (Include Commercial and Government Entity (CAGE) code)

a. NAME, ADDRESS, AND ZIP CODE <b>MVM, Incorporated MVM International Securities 8301 Greensboro Drive McLean, VA 22102-3603</b>	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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**7. SUBCONTRACTOR**

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
--------------------------------	--------------	--

**8. ACTUAL PERFORMANCE**

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
-------------	--------------	--

**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**  
**PROTECTIVE SERVICES**

<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b>	YES	NO	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>	
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY	<input checked="" type="checkbox"/>	
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
(2) Non (SCI)		<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION (SECRET)		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>
g. NATO INFORMATION (SECRET)		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		l. OTHER (Specify):		<input checked="" type="checkbox"/>
k. OTHER (Specify)		<input checked="" type="checkbox"/>			

**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval

Direct

Through (Specify):

Not Authorized

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
 \*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

**CLASSIFICATION GUIDANCE AS FOLLOWS:**

Cleared personnel are required to perform this service because access to classified information can not be precluded. Contract employees will require access to Top Secret information. Classification guidance will be provided by the NISPOM or the Department of Justice, Immigration and Naturalization Service, 425 I Street, NW Washington, DC 20536. All Visit Requests must be provided to the COTR and the INS Security Office prior to visit occurring. All Contract personnel will be subject to a suitability investigation conducted by INS, to include those persons needing Top Secret clearances, prior to contract performance. The INS security office will assist in the inspection of contractor compliance along with the Defense Security Service.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)

Yes

No

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

Yes

No

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

Ora L. Smith

b. TITLE

Chief, Personnel Security Operations  
(Headquarters)

c. TELEPHONE (Include Area Code)

202/616-2339

Office of Security, Immigration and Naturalization Service  
425 I Street, NW  
Washington, DC 20536

e. SIGNATURE

**17. REQUIRED DISTRIBUTION**

a. CONTRACTOR

b. SUBCONTRACTOR

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

d. US. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

e. ADMINISTRATIVE CONTRACTING OFFICER

f. OTHERS AS NECESSARY (DOJ/SEPS)

## CONTRACTOR FURNISHED EQUIPMENT

### I. UNIFORMS

- A. The Contractor shall furnish and/or maintain in acceptable condition, as determined by the COTR, all items of uniform and equipment as described in this section. The Contractor shall be held responsible for the care, control, maintenance, and replacement of all items of equipment issued by the Contractor or INS.
- B. No employee may enter on duty until s/he has all required uniforms, accessories and items of equipment meeting the standards specified in the contract.
- C. The Contractor shall ensure all employees are issued and wear a clean, neat and complete uniform while on duty. The uniform design and type shall conform to standards and usage prescribed in this section and the General Orders.
- D. The Contractor shall, no later than seven (7) days prior to the contract performance date, submit to the COTR documentation to certify that all of the below items of uniform and equipment have been issued to each Protective Service Officer, as required. Any disputes regarding application of the standards shall be resolved through the COTR to the Contracting Officer.
- E. The Contractor shall provide the following uniform items for each individual performing duties called for by this contract:

<u>Qty</u>	<u>Item</u>
5	Shirts, long sleeve, polyblend white with epaulets, sewn in military creases, badge tab, and INS designed shoulder patch 1/4 inch below the shoulder seam on the left sleeve.
5	Shirts, short sleeve, polyblend white with epaulets, sewn military creases, badge tab, and INS designed shoulder patch 1/4 inch below the shoulder seam on the left sleeve.
3	Trousers, charcoal, polyblend, all season weight with 100% wool elastic black 1 inch stripe.
3	Neckties, polyblend, black, clip-on.

- 1 Cap, uniform, round, black polyblend; black plastic visor and chin strap for Protective Service Officers; gold for Supervisors and Project Manager.
- 2 Shoes, pair, plain black low quarter military style with rubber soles (or to be determined by COTR).
- 6 Socks, pair, mid-calf black.
- 1 Cap cover, rain, black nylon with badge tab.
- 1 Raincoat, black nylon mid-calf with badge tab.
- 1 Sweater, 100% wool, pullover, V-Neck, black in color, with shoulder epaulets, elbow patch, both name and badge tab with INS designed shoulder patch sewn 1/4 inch below the left shoulder.
- 1 Cap, Fur lined Arctic, Black.
- 1 Rain boots, pair, black knee-top rubber.
- 1 Gloves, pair, black winter lined with Thinsulate.
- 1 Scarf, black polyblend wool.
- 1 Jacket, black nylon Parker (Reefer) with side vents, 34 inches long to mid-thigh, 100% Nylon lining Dac. Hallofil 808. with INS designed shoulder patch 1/4 inch below the shoulder seam on the left sleeve.
- 1 Belt, standard Sam Brown, black nylon.
- 1 Holster, black nylon to fit issued service weapon.
- 1 Holder, black nylon to fit flashlight.
- 1 Holder, black nylon to fit pepper spray.
- 1 Handcuff case, black nylon.
- 1 Magazine case, black nylon.
- 1 Key holder, black nylon with brass key ring.

- 4 Keepers, belt, black nylon.
- 1 Baton ring, black nylon.
- 1 Belt standard uniform, black with square brass buckle.
- 2 Name plates, brass with black letters.
- F. Uniforms and uniform items shall be free of noticeable wear marks, frayed fabric, discoloration, rips, tears, etc. The COTR will determine serviceability of uniform items.

## II. Equipment

- A. The Contractor shall provide supplies and tools for the upkeep and maintenance of service weapons. This shall include cleaning solvents, lubricating oils, rods, brushes, patches, and other normal maintenance tools. Firearms shall be cleaned and oiled weekly, or more frequently as weather, environmental conditions or usage dictate. This action shall be included in the weekly activity report to the COTR. Firearms shall be inspected a minimum of once each week by a Supervisor.
- B. The Contractor shall provide all ammunition inclusive of qualification ammunition which shall be of the same type as duty ammunition.
- C. The Contractor shall provide each PSO on duty with a notebook, pen, replacement flashlight batteries and bulbs when needed.
- D. The Contractor shall provide the following equipment for each individual performing duties called for by this contract:

<u>Qty</u>	<u>Item</u>
1	Pair Handcuffs
1	Flashlight (black) and batteries
1	OC Spray
1	Pistol, .9mm Semi-Automatic



1 Collapsible baton

# Collective Bargaining Agreement

between

**MVM and Local 44  
(Department of Justice)**

OPTIONAL FORM 99 (7-90) \*PIS fax the picket to me\* We are reconpeting too.

<b>FAX TRANSMITTAL</b>		# of pages > 26
To <i>Andrea</i>	From <i>P112</i>	
Dept./Agency <i>INS</i>	Phone # <i>307 1966</i>	
Fax # <i>43353</i>	Fax # <i>307 1933</i>	

NSN 7540-01-317-7368 5099-101 GENERAL SERVICES ADMINISTRATION

ATTACHMENT (11)

December 7 1998

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# AGREEMENT

This Agreement is made and entered on the date it is fully executed (the effective date) by and between MVM, Inc., a Virginia based company, herein referred to as the "Employer" or "Company" and the United Government Security Officers of America, Local 44 International Union, hereinafter referred to as "UGSOA" or the "Union."

## ARTICLE 1 Recognition

**Section 1.** The Employer recognizes UGSOA, Local 44, which was certified by the National Labor Relations Board on September 14, 1997, as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment for all full-time and regular part-time Justice Protective Service Officers (JPSOs) assigned to the Department of Justice's contract, excluding employees defined as, managerial, supervisory, office and/or clerical employees, temporarily assigned employees, substitute employees and all other employees of the Employer.

**Section 2.** The term "employee" as used in this Agreement shall refer to employees of the Employer, full-time (who regularly work 32 or more hours per week) and regular part-time JPSOs, excluding those listed in Section 1.

**Section 3.** It is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the contract of Department of Justice.

## ARTICLE 2 Management Rights

**Section 1.** 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: manage its operations and to direct and assign the work force; to determine and change the methods and manner in which services are provided; to introduce new methods or improved methods of operation or equipment; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in the Department of Justice facilities and its operations including the right to select, hire, promote, demote, lay off, assign, train, terminate and discipline employees; to subcontract any part of its operation, including unit work, whenever required by the Government; to otherwise subcontract any part of its operations, including unit work, to select and determine supervisory employees; to bid or not bid, or to rebid or not rebid, contracts with the Government; to determine and change starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are to be carried on; to 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; and to assign duties to employees in accordance with the needs requirements of the Government and the Employer, as determined by the Employer, and any other rights not specifically restricted by this Agreement.

**Section 2.** The Employer shall retain the sole right to suspend, discipline and discharge employees due to just cause in accordance with the express and specific terms of this Agreement.

## **ARTICLE 3 Access/Union Representation/Communication**

**Section 1.** The Department of Justice and the Employer have the right to enforce access rules and regulations as promulgated by each facility.

**Section 2.** The Union Local President and/or the International Representative and/or their designees may be permitted access to the Employer's office at the sites at a mutually agreeable time, 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.

**Section 3.** There shall be no Union business conducted during an employee's work time.

**Section 4.** The Union is responsible for providing written notification to the Employer's Site Management, and the Employer's Corporate Representative as to the individuals officially designated to act as representatives of the Union within ten calendar days of their appointment. An employee shall not be permitted to engage in Union duties until notification is received by the Employer.

**Section 5.** A Union representative shall perform his/her assigned security related duties and shall not leave his/her post during work hours to conduct Union business without the expressed written approval of Site Management.

**Section 6.** On a quarterly basis, the Employer shall provide UGSOA with an alphabetized list of all employees and other information not considered to be in violation of the Privacy Act at each DOJ facility upon request. This list will be provided in the form of one (1) hard copy.

- a. For the purposes of establishing a seniority list copies shall be posted at facilities designated by the client or employer.
- b. UGSOA agrees that this list will not be implemented until approximately one (1) month after execution of this Agreement.

**Section 7.** Where mailboxes do not exist for employees, the Employer will distribute mail to employees by the normal method, which includes hand delivery.

## **ARTICLE 4 Work Rules**

**Section 1.** The Employer has the sole, non-grievable, non-arbitrable right to promulgate, supplement, alter, modify, amend, and rescind work rules. For the purposes of this Article, work rules are defined as rules promulgated by the Employer which regulate employees relative to and affecting their employment.

**Section 2.** At least thirty (30) calendar days or as soon as possible prior to the implementation of new or changed work rules, the Employer shall notify UGSOA representative(s) and discuss as appropriate.

## **ARTICLE 5      Discipline and Dismissal**

**Section 1.** After completion of the Employer's 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, or the employee's credentials are denied or withdrawn. In either case, the employee shall have the right to discuss the documentation with the Project Manager or Assistant Project Manager. The Employer will request that the Government follow appropriate contract removal procedures.

Should a non-probationary employee wish to contest a dismissal solely 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 five (5) days of the dismissal (excluding Saturdays, Sundays and Holidays) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step 3.

**Section 2.** Conduct deemed inappropriate by the Employer, and just cause for disciplinary action shall include:

- Violation of MVM's Code of Conduct
- Violations of MVM's Appearance Standards
- Violations of MVM Policies and Procedures
- Violation of The DOJ general, special and any other orders or instructions
- Violation DOJ Standards of Conduct
- Violation of DOJ height and weight standards
- Criminal misconduct or other serious misconduct or inappropriate behavior

The Employer recognizes that unsubstantiated or inappropriate allegations of misconduct have a deleterious effect on all employees, Employer good will and on Employer-Employee relations in general. As such unsubstantiated or inappropriate allegations of misconduct will not be tolerated. The Employer recognizes that allegations of misconduct may have a serious impact on the employee, therefore a thorough and fair investigation, as appropriate, will be conducted in order to determine if disciplinary action is warranted. If disciplinary action is warranted, it will be consistent with MVM's policy of progressive discipline.

**Section 3. Progressive Discipline.** MVM's management approach includes adhering to a sound and corrective progressive disciplinary process. This approach is based upon MVM's established Standards of Conduct, which were developed to cover all security contracts. MVM has designed six levels of corrective actions, which are permissive, not mandatory, as follows:

Documented Warning/Official Counseling/Remedial or additional Training, if appropriate  
Documented Warning/Letter of Reprimand/Remedial /Alternative Training  
Documented Probation/Remedial Training  
Suspension of Duty without Pay  
Termination  
Potential Criminal Prosecution

The range of disciplinary options for a minor offense may start with an official counseling and can lead to suspension of duty. For serious offenses, the option may be immediate termination. Repeated violations, regardless of their nature will not be tolerated. Once warned, MVM employees are expected to improve their performance and/or behavior. Failure to do so may lead to termination.

## **ARTICLE 6 Performance Standards**

**Section 1.** The company is enabled to evaluate job performance of employees based on attendance, punctuality, conformance with the appearance standards, job knowledge, customer service and courtesy to all parties, and the satisfactory performance of the duties of the position. Client comments, either oral or in writing, will also be taken into consideration. MVM evaluations are used to commend good performance and to address areas for improvement, if any. Formal evaluations will be written using the MVM Employee evaluation format, and may be done by the employee's shift supervisor, the Assistant Project Manager (APM) or the Project Manager (PM), as appropriate. Employees with no specific shift supervisor will be evaluated by the APM or PM. The employee is entitled to a copy of the evaluation. At the employee's option, minor disagreements or differing opinions may be addressed in an employee memorandum that will be attached to the evaluation. Such memoranda may explain, refute or provide additional information or facts. The memorandum and the evaluation shall remain together. Evaluations may be grieved if there is substantial and factual disagreement between employee and employer, and if the evaluation may precipitate disciplinary action as noted below in Section 3.

**Section 2.** It is recognized that informal performance evaluations in the form of discussions and counseling are an ongoing management activity. Formal written performance evaluations are an Employer prerogative, and if implemented will be held once but no more than twice in a calendar year, except in the case of substandard performance addressed below in Section 3. The performance evaluation will be discussed in private with the employee. The purpose of the performance evaluation is to inform the employee of the assessment of his/her performance including, but not limited to, those elements articulated in Section 1, above. Good performance will be commended, and performance areas needing improvement will be identified and discussed.

**Section 3.** An employee who receives a below standard rating will be given a period of up to three months to correct or improve those performance areas identified as deficient, after which a second performance evaluation will be conducted. If appropriate, the Employer will make reasonable efforts to assist the employee in improving performance through additional training or counseling. An employee who cannot or will not improve identified deficiencies may be subject to disciplinary action up to and including termination.

## **ARTICLE 7 Grievance Procedure**

**Section 1.** 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.

**Section 2.** 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. No grievance may be filed or processed based upon facts or events which have occurred more than five (5) working days before the grievance is reduced to writing.



**Section 3.**  
**procedures:**

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

- (a) **Step One** – Any employee having a complaint, or an employee designated by a group of employees having a complaint, may discuss the complaint with the appropriate supervisor. The employee may be accompanied by a Union representative if the employee so desires. The supervisor shall answer the complaint in writing or orally within five (5) working days.
- (b) **Step Two** – If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the Supervisor within ten (10) 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, including an appropriate justification for redress, and the adjustment sought if known. The employee, the Union representative and the employee's Supervisor (or his/her designee) shall meet to discuss the grievance. The Supervisor shall give a written decision to the grievant within five (5) working days after the receipt of the grievance.
- (c) **Step Three** – If the grievance is not resolved at Step Two, the grieving employee must refer the grievance to the Union and to the Project Manager within ten (10) working days after the completion of Step Two. The Project Manager (or his/her designee) may meet with the grievant and the Union representative to discuss the grievance. The Project Manager shall give a written decision to the grievant within twenty (20) working days after receipt of the grievance.
- (d) **Step Four** – If not resolved by the Project Manager, grievance will be forwarded to Corporate within ten (10) days after receiving decision from the Project Manager. Corporate will have twenty (20) days to respond.
- (e) **Step Five** – Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Three may be submitted to arbitration by the Employer or the Union submitting a written request therefor to the other party within ten (10) days after the completion of Step Three. Service of a request for arbitration upon the Employer must be made upon the Project/Contract Manager.
  - (i) Only the Union (i.e., no individual grievant) may move a grievance to Step Five.
  - (ii) 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 shall be processed to Step Five since those matters are not arbitrable nor shall the discipline or termination of a probationary employee or any other matters specified in this Agreement as not being grievable be within the arbitrator's jurisdiction.
  - (iii) 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 twenty (20) days after the date of the receipt of the request for arbitration, the arbitrator shall be selected by alternating the option to strike names from a list of nine (9)

arbitrators provided by the Office of the Federal Mediation and Conciliation Service.

- (iv) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses, present documents into evidence and a written record of the proceedings shall be made upon the request of either or both parties. Costs will be paid by party requesting information.
- (v) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the Grievance Procedure.
- (vi) 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 individual's attendance necessitates the release from duty. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- (vii) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit 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's regarding a determination or request of the Department of Justice, the contracting officer or other official of the Government.
- (viii) The arbitrator shall render a decision as soon as possible following 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 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), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. Interest, punitive damages, attorney fees and/or front pay shall not be awarded by the arbitrator. Any award of reinstatement (including back pay) shall be subject to the Government permitting the employee to return to work.

**Section 4.** The Union shall have the right to file a group grievance on grievances involving more than two (2) employees at Step 2 of the grievance procedure within five (5) working days of the event giving rise to the grievance.

## **ARTICLE 8      No Strikes/Lock Out**

**Section 1.** 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, 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, 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.

**Section 2.** Any employee who violates the proscriptions of this provision will be subject to disciplinary action, to include termination. 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.

**Section 3.** During the life of this Agreement, the Employer shall not lockout any employees covered hereunder.

## **ARTICLE 9 Hours of Work, Lunch, Sign-In/Out, Callback and Overtime**

**Section 1.** For the purpose of this Article, a regular work week of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time work week for full-time employees. Full-time employees shall normally receive an unpaid lunch period of least thirty (30) minutes. To the extent possible, paid relief breaks (NTE fifteen (15) minutes for each four (4) hours of scheduled work) will be given, as permitted by operational requirements and government contract provisions. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week. Actual time worked for the purpose of computing overtime does not include hours paid in non-work status, such as vacation pay, holiday pay, and paid leave of absence. The regular work day includes guard mount.

**Section 2.** An overtime rate of one and one-half (1.5) of an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours worked in excess of forty (40) hours in a work week. Actual time worked for the purpose of computing overtime does not include hours in non-work status (such as vacation, holiday or paid leave of absence).

**Section 3.** Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

**Section 4.** If requested by the Employer or Government to work overtime (i.e., over forty (40) hours in a work week), the employee shall be required to do so unless the employee receives approval by his supervisor to be excused. Overtime will be distributed as equitably as practicable among employees regularly assigned to the particular work location. Site/Location employees will have first right of refusal, then persons will be taken from the voluntary seniority roster on a rotating basis, to the extent possible.

**Section 5.** Hours of work for part-time employees shall be determined by the Employer, subject to Government approval, to ensure the orderly and efficient operation of Justice Protective Service Officers. Failure to accept assignments when not excused by the supervisor for reasonable and good cause shall be grounds for discipline up to and including discharge.

**Section 6.** 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 upon arrival, departure and lunch.

**Section 7.** Effective October 1, 1998, when the Employer requires a gear up and a gear down period prior to and after the normal work shift, the time spent in such activities shall be considered as time worked. This time, usually referred to as "guard mount," generally consists of a 15 to 20 minute gear up prior to assuming duties and a 10 to 15 minute gear down time at the end of the duty day, the total of which may not exceed thirty (30) minutes.

**Section 8.** The Employer may reschedule an employee's meal period during the work day when operational needs preclude relieving the employee of work-related duties.

**Section 9.** Call-back applies to an employee who is called back to a Department of Justice facility or designated work site after completing a shift. An employee called back to the facility/work site shall be paid for the time actually worked upon return to the facility/work site, or a minimum of four (4) hours, whichever is greater. Call-back time, whether worked or not, is considered time worked for the purpose of calculating hours of overtime.

## **ARTICLE 10 Wages**

**Section 1.** The hourly rate of pay is set forth in Appendix A.

## **ARTICLE 11 Health and Welfare**

**Section 1.** Effective October 1, 1998 and for the remaining years of this Agreement, the rates for health and welfare benefits payments shall be paid in accordance with the schedule listed below:

October 1, 1998	\$1.39
October 1, 1999	\$1.62
October 1, 2000	\$1.85
October 1, 2001	\$2.08
October 1, 2002	\$2.31

**Section 2.** In lieu of paying the above amounts, the Employer may, in its discretion, offer employees the opportunity to participate in an Employer sponsored health plan. The provision of such a plan, and any balance of health and welfare payments required by law, may be offered and terminated to the extent allowed by federal law.

**Section 3.** The Employer may offer employees the opportunity to participate in other non-retirement related fringe benefit programs generally made available to other employees employed by the Company as said programs may be in effect from time to time at the Employer's discretion, including cafeteria plans, payroll deduction plans, insurance plans, etc. Therefore, it is specifically understood that employees shall continue to be eligible to participate in the Employer's current 401(k) plan made generally available to them, subject to the terms of that plan and the Employer's continued sponsorship of that plan.

**Section 4. Life Insurance/Accidental Death and Dismemberment.** Employees will be covered in accordance with the provision of the Plan. Coverage shall be in the following amounts:

Class 1:	Full-time Employees	\$20,000
Class 2:	Part-time Employees	\$10,000

# ARTICLE 12 Vacation

## A. HOURS

1. From February 1, 1998 through September 30, 1999, the full-time employee annual vacation accrual shall be as follows:

After 1 year	80 hours
After 5 years	120 hours
After 15 years	160 hours

2. Effective October 1, 1999, eligible full-time employees annual vacation shall be calculated in accordance with the following schedule:

After 1 year	80 hours
After 5 years	120 hours
After 10 years	160 hours

3. Length of service includes the entire span of continuous service with the present contractor or previous contractor of the Department of Justice contract in the performance of JPSO responsibilities.
4. Eligible part-time employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of hours worked the prior year as compared to 2080 hours.

## B. ELIGIBILITY

**Section 1.** Seniority shall control selection of paid vacation periods.

**Section 2.** As schedules and operational needs permit, an employee shall be allowed to take any amount of paid vacation time available or due. Employer shall make reasonable efforts to accommodate an employee's request.

**Section 3.** By mutual agreement between an employee and the supervisor, paid vacation may be taken in non-consecutive days.

**Section 4.** Should an employee suffer a death in the immediate family during a period of paid vacation, the employee shall be permitted to substitute bereavement leave for paid vacation.

**Section 5.** Vacation shall be used or paid out during the twelve (12) month period immediately following the year in which it was earned, (i.e., in the twelve (12) month period subsequent to the employee's anniversary date and prior to his/her next anniversary date) or the employee may maintain one (1) year worth of earned vacation leave. Excess leave over the stated amount shall be cashed out after the employee's anniversary date.

**Section 6.** Vacation leave requested by an employee will be scheduled in accordance with the Employer's operational needs and departmental procedures.

## **ARTICLE 13      Holidays**

**Section 1.**      Effective October 1, 1998, the employee under this Agreement shall observe the following days as holidays in compliance with federal law as to the actual day and date of observation:

New Year's Day  
Martin Luther King's Birthday  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Inauguration Day ( every fourth year in the Washington DC metro area)  
Death of a current or past President- Observance by Executive Order

**Section 2.**      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, if the employee has been in paid status (e.g. paid leave or work status) in the week of the holiday.

**Section 3.**      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.

**Section 4.**      An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay. In order to receive pay for holiday, the employee must meet the requirements in Section 2.

**Section 5**      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).

**Section 6.**      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.

## **ARTICLE 14      Types of Leave**

### **A.      GENERAL PROVISIONS**

Any employee who is unable to report to work due to an emergency shall notify the Employer at least two (2) hours prior to the beginning of his/her regular shift.

### **B.      SICK/PERSONAL LEAVE**

**Section 1.**      Effective October 1, 1999, each eligible full-time employee shall accrue a maximum of six (6) personal /sick leave days per full Government contract year, at the rate of one-half (1/2) day per

month. For personal leave, an employee must request to use these days and must receive approval by the employee's immediate supervisor. Personal leave will be granted based upon Employer's operational needs. In the event of sickness, the supervisor(s) must be notified as soon as possible. For extended sick leave, a medical certificate may be required. Days not used in excess of three (3) shall be paid out at the end of the contract year. An employee will be able to carry over a maximum of three (3) days into the new contract year.

**Section 2. BEREAVEMENT LEAVE** Full-time employees shall be entitled one (1) day 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. Proof of funeral attendance may be required by the Employer. The employee must provide his Supervisor with at least twenty-four (24) 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 seniority employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

**Section 3. JURY DUTY** MVM cooperates fully with local, state, and federal courts in allowing its employees to serve mandatory jury duty. If an employee is notified that he/she has been selected for jury duty, the employee must provide appropriate notification to his/her immediate supervisor or Project Manager. Employer may require written proof of jury duty. If employees have questions regarding serving jury duty, they should be discussed with the supervisor or Project Manager.

**Section 4. ADMINISTRATIVE OR LEGAL PROCEEDINGS** When an employee is attending administrative or legal proceedings as directed by the Employer or is subpoenaed by the Employer to appear as a witness in an administrative or legal proceeding, without loss of straight time pay. An employee subpoenaed by the State, Federal or a political subdivision thereof when the State, Federal or political subdivision is prosecuting a person for an offense which the employee, by virtue of being on Employer or client premises or work related areas during scheduled work hours, witnessed, shall be granted time off without loss of straight time pay for actual time spent in the proceedings. Employee shall be paid only after evaluation that attendance is job related. If attendance of such proceedings is out of the Metropolitan area, the employees shall be paid travel expenses in accordance with the Employer's policy and Government (Policy/Regulation).

**Section 5.** Part-time employees shall receive a proration share of the benefits described in the sections described above.

## **ARTICLE 15 Leaves Of Absence**

**Section 1.** Unpaid personal leaves of absences not to exceed thirty (30) calendar days may be granted at the discretion of the Employer without loss of seniority.

**Section 2.** An eligible employee may be granted an unpaid medical leave of absence for a specified period not to exceed twelve (12) weeks, provided the employee's illness is made known to the Employer and, is supported by a doctor's certificate denoting the nature of the illness and the estimated length of time the employee will be unable to perform his/her job. During such leave, the employee shall be required to furnish a similar report from a doctor when requested by the Employer. Upon the expiration of said leave, the employee shall furnish the Employer with a statement, signed by a physician, which establishes the fitness of the employee to return to the

employee's job. Should the Employer have reason to doubt the fitness of the employee to return to the employee's job, the Employer may, at its expense, require the employee to pass a physical examination to the satisfaction of a physician appointed by the Employer prior to the employee's return to work. This leave will be concurrent with leave granted by the Family Medical Leave Act (FMLA). Employees must exhaust all paid leave prior to being placed on an unpaid leave status. All leave taken shall be counted toward the employees unpaid leave allowance.

**Section 3.** An employee shall be granted a Military Leave of Absence, as required under the Federal Law, for the time spent in full-time active duty in the Armed Forces of the United States. The period of such leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable Federal Laws in effect at the time of such leave.

**Section 4.** A leave of absence shall be processed in the following manner:

- (a) Any request for a leave of absence shall be submitted in writing at least ten (10) working days prior to the date such leave shall take effect, except in case of emergency, and shall include:
  - (i) the reasons for such leave;
  - (ii) the effective date of such leave; and
  - (iii) the estimated date of return to work.
- (b) The written request for a leave of absence shall be submitted to the employee's Site Supervisor for review and disposition.
- (c) 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.
- (d) Extensions of a leave of absence may be granted at the discretion of the Employer upon written request by the employee within ten (10) working days prior to the expiration of the leave. Extensions so granted shall not total more than thirty (30) calendar days.

**Section 5.** All leaves of absences shall be subject to the following general provisions:

- (a) Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article 21 of this Agreement.
- (b) Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.
- (c) Such leaves shall be without payroll compensation or benefits unless the employee is eligible for paid sick leave days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees.
- (d) Leaves covered by the Family and Medical Leave Act ("FMLA"), for employees eligible for said leaves, shall be administered in a manner consistent with said Act, as determined by the Employer, and the Employer may require the employee to use accrued vacation and sick days, and other leave benefits under this Agreement, concurrent with the leaves granted under the FMLA, as allowed by the Act.



## **ARTICLE 16 Physical Examinations**

The Employer shall pay for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians. To the extent the Employer allows the employee to choose the clinic or physician in lieu of going to an Employer designated provider, the Employer will provide an allowance to the employee equivalent to the amount Employer pays designated clinic/physician. Physical/medical exams may be required by operation of the Government contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion.

## **ARTICLE 17 Union Membership, Dues and Fees**

**Section 1.** 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.

**Section 2.** Each employee who was employed on or before this Agreement, and who is a member of the Union as of the effective date of this Agreement shall either:

- (a) Remain a member of the Union for the remaining term of this Agreement; or
- (b) Pay the agency fee, as set forth below, for that term.

**Section 3.** Each employee who was employed on or before the effective date of this Agreement, and who is not a member of the Union as of the effective date of this Agreement shall, shall within 30 days of the effective date of this Agreement, or upon the satisfactory completion of his or her probationary period, whichever is later, either:

- (a) Become a member of the Union;
- (b) 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 to Union members in the unit).

**Section 4.** Any employee hired after the effective date of this Agreement, shall, within 30 days after the satisfactory completion of his or her probationary period, either become a member of the Union or pay the Union an agency fee as described in Section 3(b), above.

**Section 5.** The Employer agrees to deduct initiation fees, monthly dues, and lawful assessments designated by the Union from the employee's pay check. 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 written authorizations from the employee on the form provided by the Union.

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 fees. No other form shall be accepted by the Employer unless mutually agreed to by both parties.

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, initiation fees and service fees are. The Employer will remit all such deductions to the Union by mail. The money will be forwarded within five (5) business days after the last pay period of the month. The Union will provide the Employer an address where to remit the money deducted.

The Employer shall not be a party to any enforcement of the provisions of this Article, nor shall it be obligated to take any action against any employee not adhering to his or her obligations hereunder.

Moreover, 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. If the Union takes action through a court to enforce the employee's obligations under this Article, the Union shall be entitled to recoup from the employee all of its court costs and reasonable attorneys' fees directly associated with the successful judicial enforcement of the employee's obligation.

**Section 6.** 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.

**Section 7.** The Union agrees to save and 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. It is specifically agreed that the Employer assumes no obligation other than that specified above, or liability, financial or otherwise, arising out of the provisions of this Article. UGSOA shall inform the Employer once a year of the amount of the monthly dues under this provision. Such notice should be sent in time to provide for appropriate programming.

## **ARTICLE 18 Leave for Union Business**

**Section 1.** An unpaid leave of absence for a period not to exceed twelve (12) months shall be granted to employees in order to accept a full-time position with the Union. To be reinstated, the employees must meet contract qualifications.

**Section 2.** A short term Union leave (without pay) may be granted to an employee to attend International Constitutional Conventions, Regional and/or State Conferences, etc. providing that no more than two (2) employees shall be granted this type of leave at the same time. The Union shall provide the Employer, in writing, two weeks in advance, the request for such leave. Such leave shall be granted depending upon operational needs of the Employer. Leave requests may be denied, if coverage is not available without the Employer incurring overtime and/or the release will impair the Employer's contractual obligations. Such leave shall not exceed a total of five (5) days per contract year.

## **ARTICLE 19      Transfer, Lay-off and Recall**

**Section 1.** Whenever it is necessary to layoff employees or in the event the Employer's contract(s) for providing security services for the Department of Justice is terminated, not extended or not renewed, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:

- (i) Probationary employees.
- (ii) Part-time employees in the inverse order of their seniority.
- (iii) Should it be necessary to further reduce the full-time work force, the seniority employees shall then be laid off in the inverse order of their seniority.

**Section 2.** Laid-off employees may not displace employees at other MVM locations.

**Section 3.** Employees who have been laid-off, or transferred to another location covered by this Agreement in lieu of layoff 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 within the Employer's other sites in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position/location to which he/she is transferred.

**Section 4.** Laid-off employees will be recalled in accordance within this Agreement to available position within the unit before new employees are hired. Laid-off employees may decline recalls to openings at locations other than the one from which they were laid-off, if applicable. Laid-off employees declining recalls to their "home location" will be deemed to be voluntary termination of employment. Laid-off employees are not eligible for any compensation (other than required unemployment compensation) from the Employer, if they are deemed eligible by the agency.

## **ARTICLE 20      Probationary Period**

### **A.      GENERAL CONDITIONS**

1. Newly hired employees shall be regarded as probationary for a period of ninety (90) days of actual work, commencing on the first day of actual work.
2. Time on leave, with or without pay, is not qualifying service for the completion of the probationary period.
3. During the probationary period the employees' work performance and general suitability for Employer employment will be evaluated.

### **B.      EXTENSION OF PROBATIONARY PERIOD**

The Employer may choose to extend an employee's probationary period. Such an extension shall be for a specific period of time not to exceed thirty (30) days.

### **C. COMPLETION OF PROBATION**

Upon successful completion of the probationary period, the employee shall be placed on the seniority list and given a seniority date which is retroactive to the employee's most recent date of hire.

### **D. RELEASE DURING PROBATIONARY PERIOD**

Prior to the completion of the probationary period, an employee may be released at the sole discretion of the Employer.

### **E. DISPUTES**

Actions taken by the Employer under the provisions of this Article are not subject to the grievance or arbitration procedures of the Agreement.

## **ARTICLE 21 Seniority**

**Section 1.** Seniority shall be the length of continuous service from the employee's last date of hire as a Justice Protective Service Officer for the Employer or a predecessor federal contractor to the Employer providing said service for the Department of Justice. Seniority shall not accrue until the employee has successfully completed his probationary period. Seniority shall be applicable in determining the order of layoff and recall, vacation schedules.

**Section 2.** One seniority list shall be maintained for the entire Justice Protective Service Force. This list shall be maintained by the Employer and made available to UGSOA upon request.

**Section 3.** Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name. The Employer shall be entitled to rely upon the last known address shown in the employee's official records.

**Section 4.** The seniority of an employee shall be terminated and employment shall cease for any of the following reasons:

- a. the employee quits or retires;
- b. the employee is discharged;
- c. the employee is absent from work without advising the Employer and giving reasons acceptable to the employer for such absence;
- d. the employee fails to return to work within three (3) working days after receipt of the Employer's notice of its intent to separate him by certified mail to the last known address of the employee as contained in the employee's official records;
- e. the employee overstays a leave of absence or a vacation without an acceptable excuse;
- f. the employee gives a false reason for obtaining a leave of absence;

- g. a settlement with an employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- h. the employee is laid off for a continuous period of one hundred eighty (180) days; or
- i. the employee's credentials as a Special Deputy U.S. Marshal are terminated by the Government, or the employee is otherwise asked to be removed from working under the Employer's contract with the Government.

**Section 5.** Any bargaining unit employee who was transferred to a non-bargaining unit position prior to the effective date of this Agreement, and is later returned to the bargaining unit, shall be credited with all seniority as if he/she never left the bargaining unit. 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 had at the time of transfer from the bargaining unit.

## **ARTICLE 22 Job Opportunities**

**Section 1.** If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of ten (10) working days (excluding Saturdays, Sundays and Holidays), unless immediate operational requirements dictate a lesser posting period. 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. The Employer reserves the right to fill the position in an emergency situation.

**Section 2.** Any employee who wishes to apply for the open position shall do so in writing during the posting period, if applicable. 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 the needs and approval of the Government. Preference will be given for seniority to qualified employees applying for the position, who are already based at the location (i.e., city) at which the vacancy exists.

**Section 3.** 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. Positions being filled by members of the bargaining unit in accordance with the above shall be done as soon as administratively feasible.

## **ARTICLE 23 Training**

**Section 1** The Union and the Employer understand and agree that the employees of the Bargaining Unit shall and will be available to attend training programs and seminars that the Employer from time-to-time, may offer in order to improve the services offered, as well as the skills of the employees. The training programs shall be paid for by the Employer if it is requested or mandated by the Employer and the employee will be on official time during the training program. Employees who are not available for scheduled training due to emergency, will make-up said training at the time and place identified by the Employer.

## **ARTICLE 24      Uniforms, Protective Clothing, Tools and Equipment**

**Section 1.**      During the term of this agreement, the employer shall pay a uniform maintenance allowance to each employee in accordance with the following schedule, per hour of actual work, up to forty (40) hours in a work week:

October 1, 1998 through September 30, 1999	\$ .11 per hour
October 1, 1999 through September 30, 2000	\$ .14 per hour
October 1, 2000 through September 30, 2001	\$ .15 per hour
October 1, 2001 through September 30, 2002	\$ .16 per hour
October 1, 2002 through September 30, 2003	\$ .17 per hour

**Section 2.**      Uniforms and footwear shall be provided in accordance with the Department of Justice contract.

**Section 3.**      At the beginning of each contract option year, to the maximum extent reasonable and possible, MVM will transport new uniforms to the JPSO office or another specified location, for distribution to the JPSOs.

## **ARTICLE 25      Personnel Records**

**Section 1.**      An employee, upon written request to the Employer, may review his master personnel file located at the Employer's headquarters. The employee may be accompanied by another individual of the employee's choice. The employee will be given a reasonable amount of time to review the file in the presence of an Employer representative.

**Section 2.**      An employee's personnel file may contain information pertaining, but not limited, to: employment, such as the application for employment, tests, and letters or statements of reference; pay and benefits; training; conduct; education, honors and awards; duties and job classification; performance; discipline, release, and dismissal actions; attendance; and other relevant or necessary information specified by the Employer.

**Section 3.**      Copies of disciplinary action reports or similar reports, memoranda or letters shall be placed in the employee's personnel file(s). The employee's written comments, if any, regarding such documentation shall be placed in his personnel file(s).

**Section 4.**      Disciplinary action reports or similar reports, memoranda or letters shall, upon written request of the employee, be removed from the employee's personnel file(s) if there have been no other disciplinary actions of the same or of a similar kind for a three (3) year period. Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable/arbitrable.

**Section 5.**      Items placed in an employee's personnel file(s) shall contain the date of the document's creation, and its source, and may contain the date on which the information was placed in the file.

## **ARTICLE 26 Service Contract Procedures And Obligations**

**Section 1.** The parties recognize that they are providing a service to the United States Government. Therefore, the terms of this agreement are subject to the directives of the Government, and, except as provided herein, there shall be no recourse against the Employer with regard to its actions taken to comply with those directives. In the event a directive necessitates a deviation from the obligations or procedures contained in this Agreement, the Union may request that the parties hereto meet and confer with regard to the effects, if any, of the deviation necessitated by the Government's directive. A copy of a written directive covered by this provision shall be provided to the Local 44 President.

**Section 2.** A copy of any notice of removal resulting at the request of the Government shall also be provided to the Local 44 President. In the event the Government makes such a request resulting in the employee's removal from working under the contract, the employee shall have the right to submit a written rebuttal or appeal thereto, in accordance with the Government's procedures. The Employer shall provide the UGSOA International with a copy of the removal procedures given to it by the Government, including any modification thereto, which it receives.

**Section 3.** Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., height and weight, safety, security clearances, medical examinations, weapons proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements without recourse by the Union of any employees against the Employer.

**Section 4.** Any compensation or expenses required by the Government to be borne by the Employer shall 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 Government, 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.

**Section 5.** Should the Union and/or the Employer desire that the Government review and/or reconsider a directive covered by Section 1, above, or by a removal order covered by Section 2, above, then the Union and/or Employer may do so. The outcome of said administrative review(s) shall be final.

## **ARTICLE 27 General Provisions**

**Section 1.** Neither the Employer nor the Union shall discriminate against any employee on the basis of race, creed, color, gender, age, national origin, religion, sexual orientation, disability or other legally protected classification, as prohibited by controlling law, but no claim under this section shall be grievable.

**Section 2.** Neither Union officials nor Union members shall, during working time (excluding 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.

**Section 3.** 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.

**Section 4.** 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.

## **ARTICLE 28 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.

## **ARTICLE 29 Walver, Entire Agreement and Amendments**

**Section 1.** 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.

**Section 2.** 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.

**Section 3.** This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.

## **ARTICLE 30 Duration of Agreement**

**Section 1.** This Agreement shall remain in full force and effect until 11:59 p.m., September 30, 2003. The Agreement may be modified or terminated only by the mutual consent of both parties, no less than 180 days before the termination of this Agreement. Both parties agree to enter into negotiations for the purpose of concluding a new Agreement prior to the expiration this Agreement.

**Section 2.** 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 reproced 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.

**Section 3.** Notices required by the parties under this Article shall be sent by certified mail to the other party, with notices to the Employer to be sent to its President. Subject to Section 4, below, within thirty (30) days of the issuance of a notice to terminate this Agreement as set forth above, the parties shall commence the process for negotiation a successor to this Agreement.

**Section 4.** Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide security services to the Department of Justice.

**Section 5.** 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.

**UNITED GOVERNMENT SECURITY  
OFFICERS OF AMERICA, LOCAL 44**

W.S. Moody  
William S. Moody, Local 44

Date: 16 DEC 1998

**MVM, Inc.**

Frances Peck  
Frances Peck, Treasurer

Date: 12/16/98

## APPENDIX A Wages

**Section 1.** Effective February 1, 1998 through September 30, 1998, the hourly wage for Justice Protective Service Officers shall be in accordance with the following schedule:

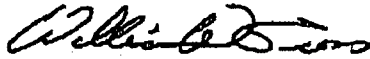
February 1, 1998 - September 30, 1998      \$15.76 per hour

**Section 2.** For the contract year beginning October 1, 1998, the hourly wages for Justice Protective Service Officers shall be paid in accordance with the following schedule:

October 1, 1998 - September 30, 1999	\$17.57
October 1, 1999 - September 30, 2000	\$18.10
October 1, 2000 - September 30, 2001	\$18.64
October 1, 2001 - September 30, 2002	\$19.20
October 1, 2002 - September 30, 2003	\$19.78

**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  
Director**

**Division of  
Wage Determinations**

**Wage Determination No.: 1999-0432  
Revision No.: 2  
Date of Last Revision: 01/25/2002**

**This wage determination applies at the address(es) below:**

**Chester Arthur Building, Pulaski Building, Veteran's Affairs Building, Washington, DC**

**Employed on U.S. Department of Justice/Immigration and Naturalization Service contract(s) for Security guard services.**

**Collective Bargaining Agreement between MVM, Inc. and United Government Security Officer of America, Local 44 effective October 1, 1998 through September 30, 2003.**

**In accordance with Sections 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).**