

**ORDER FOR SUPPLIES OR SERVICES**

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

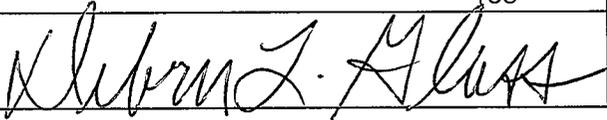
1. DATE OF ORDER 12/30/2008		2. CONTRACT NO. (If any) GS07F0352K		6. SHIP TO: Kevin Fyock	
3. ORDER NO. NBCF09128		4. REQUISITION/REFERENCE NO. NBCWZ900416		a. NAME OF CONSIGNEE US Dept of the Interior - National Business Center	
5. ISSUING OFFICE (Address correspondence to)  US Dept of the Interior - National Business Center Acquisition Services Division, DC Branch 1849 C Street NW, MS 1324  Washington DC 20240				b. STREET ADDRESS 1849 C Street, NW MS 1151 EPS - Library	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20240
a. NAME OF CONTRACTOR Steve Morris		f. SHIP VIA BEST METHOD			
b. COMPANY NAME Coastal International Security		8. TYPE OF ORDER			
c. STREET ADDRESS 8198 Terminal Road, Suite 204		<input type="checkbox"/> 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.		<input checked="" type="checkbox"/> 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.	
d. CITY Lorton	e. STATE VA	f. ZIP CODE 22079-1141			
9. ACCOUNTING AND APPROPRIATION DATA 2009 - - WF - 6543 - - 252R - - AEPHS - - - T2MISC - - 21 - - - -				10. REQUISITIONING OFFICE US Dept of the Interior - National Business Center	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED							
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS	
13. PLACE OF						10 days      % 20 days      % 30 days      % days      %	
a. INSPECTION WASHINGTON, DC	b. ACCEPTANCE WASHINGTON, DC						

**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)
	<b>SEE LINE ITEM DETAIL</b>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)  17(i) GRAND TOTAL  \$3,248,970.00
	21. MAIL INVOICE TO: Financial						
	a. NAME US Dept of the Interior - National Business Center, Denver Payment Office						
	b. STREET ADDRESS (or P.O. Box) Product and Services, Mailstop D-2777, P.O. Box 272025						
	c. CITY Denver		d. STATE CO	e. ZIP CODE 80227-9025			

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Debra L. Glass TITLE: CONTRACTING/ORDERING OFFICER				
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 12/30/2008	CONTRACT NO. GS07F0352K	ORDER NO. NBCF09128
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Security Guard & Monitoring Services  Provide security guard services consisting of management, supervision, labor, training, equipment, licenses, permits, insurance, pre-employment screening, reports, and supplies necessary to provide building monitoring services all as described by the Statement of Work and vendor's proposal provided in response to RFP# NBCQ09022 which is hereby referenced.  <div style="text-align: center;"> <i>Start Date</i>                      <i>End Date</i>                          01/01/2009                      09/30/2009                     </div> Reference Requisition: NBCWZ900416	1.00	yr	2,920,451.000	2,920,451.00	
0002	Modernization Services  <div style="text-align: center;"> <i>Start Date</i>                      <i>End Date</i>                          01/01/2009                      09/30/2009                     </div> Reference Requisition: NBCWZ900416	1.00	yr	92,442.000	92,442.00	
0003	Special Events Services  <div style="text-align: center;"> <i>Start Date</i>                      <i>End Date</i>                          01/01/2009                      09/30/2009                     </div> Reference Requisition: NBCWZ900416	1.00	yr	40,000.000	40,000.00	
0004	Code Orange  <div style="text-align: center;"> <i>Start Date</i>                      <i>End Date</i>                          01/01/2009                      09/30/2009                     </div> Reference Requisition: NBCWZ900416	1.00	yr	80,000.000	80,000.00	
0005	Award Fee Payment (Section G.6 & G.7)  <div style="text-align: center;"> <i>Start Date</i>                      <i>End Date</i>                          01/01/2009                      09/30/2009                     </div> Reference Requisition: NBCWZ900416	1.00	yr	116,077.000	116,077.00	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ➡ \$3,248,970.00**

	<b>Document No.</b> NBCF09128	<b>Document Title</b> Security Guard Services	Page 4 of 32
--	----------------------------------	--	--------------

TABLE OF CONTENTS

SECTION C -- Descriptions and Specifications	5
C.1	5
SECTION D -- Packaging and Marking	9
D.1	9
SECTION E -- Inspection and Acceptance	10
E.1	10
SECTION F -- Deliveries or Performance	11
F.1	11
SECTION G -- Contract Administration Data	12
G.1	12
SECTION H -- Special Contract Requirements	16
H.1	16
SECTION I -- Contract Clauses	30
I.1 Option to Extend Services	30
I.2 Option to Extend the Term of the Contract	30
I.3 Continuity of Services	30
I.4	30
SECTION J -- List of Documents, Exhibits and Other Attachments	32
J.1	32

	Document No. NBCF09128	Document Title Security Guard Services	Page 5 of 32
--	---------------------------	---	--------------

## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1

This Task Order is issued subject to the terms and conditions of the referenced GSA Federal Supply Schedule Contract and the agency incorporated local provisions as listed in sections below.

### **SCOPE OF WORK**

The contractor shall provide management, supervision, labor, training, equipment, licenses, permits, insurance, pre-employment screenings, reports and supplies necessary to provide building monitoring services, as described herein. The contractor shall be responsible for adhering to all OSHA Standards, Code of Federal Regulations (29 CFR Sec. 1910.96) and any applicable General Industry Safety and Health Standards.

The contractor shall provide copies of District of Columbia Laws, Regulations, and/or Rules pertaining to armed Special Police Officers (SPO's) and their arrest authority within the District of Columbia.

The Contractor shall provide written policies, procedures, and training requirements for use of force, escalation of force, use of Lethal Force, impact weapons and chemical agents.

### **Description/Specifications of Work Statement and Limitation on Man-hours to be provided by Individual Employees**

a. Productive Labor-Hours Required. The minimum labor hours required under this contract have been determined by the Government as essential to perform the work required by this contract. The specific duties and hours of each post by shifts will be described within the SOW. The duties and time of day of posts are subject to change in accordance with the Changes Clause of the Contract. The specific hours for each post by shifts are described in Exhibit I.

b. Limitation of Labor-hours to be provided by an Individual. No employee of the Contractor shall provide more than twelve (12) hours of service in any twenty-four hour period, unless the work periods are separated by an eight (8) hour non-duty period. In addition, no employee of the Contractor shall provide more than sixty (60) hours of service in any seven (7) day period. The limitations may be waived by the COTR in emergency situations beyond the control of the Contractor, (e.g., inclement weather conditions). A waiver must be obtained for each occurrence prior to exceeding the labor hour limitation.

The Contractor shall be responsible for compensating guards for all overtime accrued in accordance with federal and state laws. The Contractor's estimated overtime costs must be factored into the offering prices, as they will not otherwise be paid for by the Government after award of the contract. The limitation on hours may be verbally waived by the COTR in emergency situations, which are beyond the control of the Contractor (e.g., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.).

c. Temporary Additional Services. Additional hours may be needed to cover special unscheduled events, which may arise from time to time. The Contractor will be required to provide cover should the need develop. Due to the nature of these services, the Contractor may be requested to provide them with little advance notice. Known "Special Coverage Events" include (but are not limited to): Spring/Fall World Bank/International Monetary Fund Protest, July 4th celebration, weekend coverage for the Indian Craft Shop and Museum, unscheduled Christmas celebrations and the continued Modernization/Reconstruction work.

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

Orders for TAS may be placed orally through the CO immediately when notified by the COTR. If the Contractor refuses an order, or requirement, which is outlined in the Contract or SOW, the Government shall have the express authority to use other sources to obtain required services.

	Document No. NBCF09128	Document Title Security Guard Services	Page 6 of 32
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Each guard assigned to TAS must be uniformed, equipped, and trained in accordance with the SOW requirements.

## **C.2 Required Security Guard Duties**

a. General. The Contractor shall provide trained employees to perform the services prescribed in (1) the contract, (2) the post orders book, and (3) any special orders which may be issued from time to time. In the event of any inconsistency, the contract takes precedence over other documents.

b. Post Orders Book. The Security Personnel (Aides) shall perform the duties outlined in the post orders book that will be prepared by the COTR and the Project Manager after contract award for each post on all applicable shifts. These orders define the basic work to be performed at each post, including the exact hours of duty. Except for emergencies, no deviations shall be made. The COTR may modify, amend, and/or revise post orders to change shift start and stop times and post locations, provided that the change has no impact on the total cost of the contract. Such changes shall not require modification to the contract. Changes, which increase or decrease the total amount of equipment supplies, etc, or otherwise affect the total cost of this contract, must be made by the CO by means of a written modification to the contract.

c. Duties. Post Assignments may include but are not limited to the following responsibilities:

(1) Entrance Control of Posts- Operate and enforce a system of personnel identification, perform package inspections, greet the public, issue access badges.

(2) Roving Patrol Posts- Make routine patrols in accordance with route and schedule established in the Post Orders, and provide breaks when necessary.

(3) Traffic Control- Direct traffic (vehicle and pedestrian) on DOI premises, control parking as prescribed by post orders in designated DOI parking areas.

(4) Control Issuance and Storage of Keys- Receive, issue and account for keys for the building, various offices, gates, etc. Provide escorts and assist lock-outs for before/after duty hours to authorized personnel.

(5) Security and Fire Systems- Monitor and operate building fire alarm systems, intrusion detections systems, access control systems, camera systems and other protective devices or building equipment.

(6) Utility Systems- During the absence of the Interior Service Center, Facilities Management Group, in accordance with written instructions from the COTR, perform minor operations and/or record data in connection with the operations of building utility systems.

(7) Building Rules and Regulations- Observe and enforce compliance with posted rules, regulations and the Departmental wear badge policy for building occupants, visitors, contractors and employees of the Department of the Interior.

(8) Lost and Found- receive, store and notify proper authorities of found articles pending disposition.

(9) Public Order- Maintain public order within the area of the assignment as needed.

(10) Unauthorized Access- Discover and prevent persons from attempting to gain unauthorized access into the Department of the Interior, or designated areas.

(11) Hazardous Conditions- In accordance with procedures in the post orders, report potential hazardous conditions and items in need of repair, (i.e., inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, etc.) immediately to the COTR, or a member of Facilities.

(12) Injury or illness- In the event of injury or illness to Government employees or others while in the building or on the grounds, obtain professional assistance in accordance with procedures in the post orders book. Notify the on-duty nurse of any and all injuries/illnesses and generate a written report, which must be forwarded to the COTR. Ensure the dispatcher is notified of the incident and the proper government official (COTR) has been notified.

(13) Flying the United States Flag- Fly the United States Flag (and other authorized flags) as directed by PBS P59330.17, Chapter 26. The Contractor shall also fly the Department of the Interior Flag. The flags flown must be clean and free of rips and any worn edges. The Contractor shall coordinate requests for replacements with the COTR.

	Document No. NBCF09128	Document Title Security Guard Services	Page 7 of 32
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(14) Additional Duties- Turn off unnecessary lights, lock and secure doors, close windows, open and secure doors and gates, etc.

(15) Reports and Records- Prepare required reports on accidents, fires, bomb threats, unusual incidents, unlawful acts, door checks, and all national security information incidents, and provide these reports to those officials specified by the COTR. All written reports must be submitted to the COTR within two (2) hours of the reported incident. If the Project Manager is unable to provide the COTR with a written report, verbal or email notification must be made in lieu of the report. After hour and weekend incidents must be reported to the COTR, or his/her designee by 10:00am the following business day.

(16) Civil Disturbances- Perform such other functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage or other criminal acts adversely affecting the security and/ or safety of the Government and its employees, property and of the general public lawfully in buildings or on the grounds under control of the Government.

(17) X-ray Equipment Operation- Security guard responsibilities include complete knowledge of operational and monitoring procedures of X-ray equipment located at designated posts.

(18) Emergencies- In case of an emergency condition requiring immediate attention, the Project Manager or the shift supervisor shall, at the direction of the COTR, divert security personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan.

The designated Government official or agency, as applicable, shall be immediately notified of action taken. No additional cost shall be charged to the Government for the diversion, and the Contractor shall not be penalized for normal daily work not done for which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the post orders book

(19) Disorderly/ Unruly Patrons- Any problems or difficulties encountered (e.g., disturbances in the lobbies, unruly visitors, disorderly contractors) shall immediately be reported to the COTR

### **C.3 Work Scheduling Procedures**

The criteria for establishing work schedules and the requirements for relief periods, and for starting and stopping work, are as follows:

Where required at certain specified posts (see post orders), all full-time productive guards working a minimum eight (8) hour shift shall be provided a 15 minute break for every four (4) hours the guard is scheduled to work. The relief break should normally be scheduled in the middle of each 4-hour period. A thirty (30) minute lunch break shall also be provided to those individuals.

Where required at certain specified posts (see post orders), all guards working a six (6) hour shift shall be provided one fifteen (15) minute break and a thirty (30) minute lunch break. Part-time productive guards working a minimum of four (4) hours shall be provided a fifteen (15) minute break for every four (4) hours the guard is scheduled to work.

A separate sign-in/sign-out log shall be used for the relief guard to sign in and off on each post for all relief breaks. The costs to cover relief and lunch breaks for the productive guards must be included in the offering price, as they shall not otherwise be paid for by the Government. The Contractor must provide a replacement guard for each employee during relief periods.

All Security Aides (guards) shall be in uniform and ready to begin work promptly at the start of their shift. They shall remain on the job and in full uniform until properly relieved of their full tour of duty. Unarmed guards shall wear the soft security uniforms and the Armed guards shall wear the hard security uniforms. A work schedule for supervisors and Security Aides (armed and unarmed guards) shall be prepared and a copy will be submitted to the COTR on a weekly bases.

### **Reporting Man-hours**

The Contractor shall submit to the COTR, by no later than five (5) working days after the last working day of each previous month, an Excel spreadsheet or other approved forms that details the actual work hours performed for each post during the month versus what was required by the SOW and the contract. The Government shall only pay for services actually rendered by the Contractor.

The report shall be certified by the Contractor as to its accuracy. The Contractor's Project Manager or on-site supervisor may submit and certify the report as being accurate if the Contractor has authorized them to do so in writing. The report will be used by the Government to verify compliance with the man-hour requirements of the contract however, the Government reserves the right to use

	<b>Document No.</b> NBCF09128	<b>Document Title</b> Security Guard Services	Page 8 of 32
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other methods to verify work actually performed (e.g., audits of forms 139, Inspection Reports, Offense/Incident Reports, etc.) during the month.

Erasures, obliterations, superimposed or double entries of any type on any one line of the Government 139 are considered unacceptable and will not be acceptable for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the GSA Form 139, the next line, immediately below or following on subsequent sheet's lines containing such errors, will be used to record all information for every column in the correct manner. The Contract employee should draw a single line through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum of explanation to each GSA Form 139 containing erroneous entries for the purpose of correlating all mistakes made with the applicable valid lines of information, and for describing the reasons behind those mistakes. Payment of invoices is based on the above procedures.

The Contractor will not remove the GSA Forms 139 from the job site unless specifically authorized or instructed to do so by the CO or COTR. All such forms will be collected by the COTR. If the Contractor removes the GSA Forms 139's from the post, payment may not be made until all of the original GSA 139's are received by the COTR. Cases in which the GSA Forms 139 are held by the Contractor for ten (10) or more days after being requested by the CO, or COTR, may be referred to the Inspector General for investigation.

	<b>Document No.</b> NBCF09128	<b>Document Title</b> Security Guard Services	Page 9 of 32
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## SECTION D -- PACKAGING AND MARKING

### D.1

#### Payment of Postage and Fees

All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or to the COTR, shall be paid for by the Contractor.

#### **Marking**

All information submitted to the Contracting Officer or to the COTR shall clearly indicate the Contract Number or the Contract for which information is being submitted.

	<b>Document No.</b> NBCF09128	<b>Document Title</b> Security Guard Services	<b>Page 10 of 32</b>
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SECTION E -- INSPECTION AND ACCEPTANCE

E.1

NO CLAUSES FOR THIS SECTION

	<b>Document No.</b> NBCF09128	<b>Document Title</b> Security Guard Services	<b>Page 11 of 32</b>
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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1

#### Period of Performance/Deliverables

The period of performance under this contract shall be from January 1, 2009 through September 30, 2009, with four (4) one year options, and one (1) 3 month option period. The duration is not to exceed five (5) years.

### **F.2 OPTION PERIODS**

- Option Year 1 - October 1, 2009 through September 30, 2010
- Option Year 2 - October 1, 2010 through September 30, 2011
- Option Year 3 - October 1, 2011 through September 30, 2012
- Option Year 4 - October 1, 2012 through September 30, 2013
- Option Year 5 - October 1, 2013 through December 31, 2013

### **F.3 DELIVERABLES**

At time of award the Contractor shall provide the COTR;

1. A listing of names, addresses, telephone numbers of the supervisors and Project Manager (and Assistant Project Manager). When necessary, revisions to the list shall be submitted to the COTR.
2. Certification of security clearances must be provided to the COTR at the time of award and for subsequent hires at least five (5) days before an employee may begin work under this contract.
3. Weekly Work Schedules of Supervisors and security personnel.

	Document No. NBCF09128	Document Title Security Guard Services	Page 12 of 32
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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1

#### **CONTRACTING OFFICER'S REPRESENTATIVE (COR) or his/her Designee**

A representative from the office of Internal Security will be designated as the COTR for this contract. The COTR is responsible for guiding the technical aspects of the project, and for general surveillance and inspection of the work performed. The COTR is authorized to fill in details or otherwise to complete the general description of the work set forth.

The COTR is not authorized to make any commitments or changes which constitute work not within the scope of this contract, which constitute a basis for any increase in the contract total estimated cost, any changes of the contract period of performance, or any other term or provision of the contract.

#### **G.2 TECHNICAL DIRECTION**

The performance of work required herein shall be subject to the technical direction of the COTR or of his designee or designees.

As used herein, "Technical Direction" is direction to the Contractor, which requires pursuit of certain lines of inquiry, fill in details, or otherwise serves to accomplish the contractual statement of work.

The technical direction, to be valid, must be issued in writing, consistent with the scope of work set forth in this contract, and may not constitute assignment of new work outside the scope of the contract, or changes to express terms, conditions, or specifications incorporated into this contract.

#### **G.3 CONTRACTING OFFICER AUTHORITY**

Only the Contracting Officer can legally bind the Government to any changes under the contract and commit the Government to expenditure of funds. The performance of work required under the contract shall be subject to the technical direction of the individual specified as the COTR above. This individual, or any other technical representative of the Government, cannot authorize a change in the scope of work or the incurrence of costs in excess of the amount of funds allotted to the contract. If there are any doubts on this regard, contact the CO prior to accomplishing such questioned work or incurring excess costs. Changes to the contract shall be made by written order of the CO only. The COTR is responsible for the daily operation of the Security Contract and any/all contractual issues must be forwarded to the COTR.

#### **G.4 PRICE DEDUCTIONS/INVOICE INFORMATION**

The Criteria for Deductions will be used by the Government in determining monetary deductions for nonperformance of work under this contract, or for deficiencies in the performance of work.

The Criteria for Deductions will be used by the Government in determining monetary deductions for nonperformance of work under this contract, or for deficiencies in the performance of work.

The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Where there are variances between the requirements cited in the SOW and the work actually performed (i.e. unmanned posts), the Contractor shall attach a separate sheet to the invoice detailing each instance of a variance. The Contractor shall compute the invoice to reflect the actual amount owed. **SUBMISSION OF FALSE INVOICES SHALL BE SUBJECT TO CONTRACTUAL AND LEGAL ACTIONS.**

To verify the monthly payment for productive man-hours, the CO's designated representative will compare the man-hours required in the SOW with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor. If variances are noted between the invoice and the GSA Form 139, the Government will propose a contract deduction. For example, if the SOW required that a post be manned for 12 hours,

and the Contractor billed for 12 hours, but the GSA Form 139 shows that the post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

**THE GOVERNMENT MAY EITHER ACCEPT OR DECLINE ALTOGETHER DEFICIENT SERVICES RENDERED BY THE CONTRACTOR. THE FOLLOWING ARE CRITERIA FOR DEDUCTIONS THAT THE GOVERNMENT MAY TAKE AS A RESULT OF DEFICIENT PERFORMANCE.**

**G.5 DEDUCTION SCHEDULE**

DEFICIENCY	DEDUCTION
1. Unarmed guard working on or at an armed post	100% of the Productive hourly rate for each hour employee works
2. Guard working without valid License/ Certifications	100% of the Productive hourly rate for each hour employee works
3. Failure to provide uniforms or equipment time period in	This is based on actual cost of purchase, lease, or rental pro-rated for question.
4. Loss, Damage, Destruction, or Unauthorized Use of Government Property	Actual cost to replace, repair, or "make whole" the affected property.
5. Failure to provide required productive hours	Productive hourly rate, pro-rated for amount of productive hours not provided.
6. Failure to provide required supervisory hours	Supervisory hourly rate, pro-rated for the amount of supervisory hours not provided

\*Note; The Deficiency addressing "Guards working without valid GSA equivalent Certification" also pertains to the guards failure to posses valid/current CPR/First Responder credentials.

**G.6 Award Fee Payment**

The Government shall formally evaluate, in writing, the Contractor's performance quarterly based on the evaluations of the Contractor's and the COTR. The Contractor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the Contractor's response shall be filed with the CO and COTR. Where the Contractor fails to respond in writing to a performance evaluation, the CO shall assume the Contractor's complete agreement with the findings of the performance evaluation.

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

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

Award Fee Determination Criteria will be as follows:

(i) Supervision/ Operations and Management 40%

**Performance of Contract Specifications** - The contractor performance meets the specifications of the contract. The contractor has no documented complaints from the COTR.

**Enforcement of Post Orders (Directives and Memos)** - The contractor has no documented complaints from the COTR.

**Responsiveness to Emergencies, and Requests** - In addition to following the proper procedures, the contractor has responded in a timely and efficient manner.

	Document No. NBCF09128	Document Title Security Guard Services	Page 14 of 32
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**Sufficient and Competent Staff and Supervision** - The contractor has no documented complaints from the COTR concerning the competency of the staff and Supervisors.

**Proper Maintenance of Log, Schedules, and Reports** - All logs, schedules, and reports are complete and entered into the management system timely and correctly. They should be properly stored and easily accessible.

(ii) Quality Assurance 30%

**Implementation and Effectiveness of Quality Assurance Program** - The contractor effectively resolve deficiencies within a timely and efficient manner.

**Inspection Reports, which will include the officers and uniform appearance** - The contractor has no documented complaints from the COTR.

**Maintenance of Good Working Relationship with the Department of the Interior** - The contractor has no documented complaints from the COTR.

(iii) Complaints 15%

**Provide Excellent Customer Service** - The contractor has no documented complaints from the COTR with regard to the performance of the guard force.

(iv) Equipment and Supplies 15%

**Maintaining proper use of Government equipment and supplies** - The contractor has no documented complaints from the COTR concerning the use and condition of Government equipment and supplies. All equipment and supplies can be accounted for.

**Provide maintenance and proper use of Contractor supplied equipment** - The contractor has no documented complaints from the COTR concerning the use and condition of Government equipment and supplies. All equipment and supplies can be accounted for.

**Provide equipment, materials, and uniforms** - The contractor has no documented complaints from the COTR concerning the equipment, materials, and uniforms provided by the contractor as specified under the contract.

## **G.7 Award Fee Determination Plan**

### General

- (1) The purpose of the award fee provisions of this contract are:
  - (a) To encourage and reward the Contractor for quality performance in fulfilling the requirements set forth in this contract.
  - (b) To provide the needed flexibility for changes in management or performance emphasis.
  - (c) To foster effective communication between the contracting parties.
- (2) The total award fee earned by the Contractor will be determined quarterly based on evaluations of the Contractor's performance. Evaluation of the effectiveness of operations, quality assurance, and maintenance of Government or Contractor owned equipment.
- (3) The award fee determination criteria, which will apply during each award fee period will be provided to the Contractor in writing by the Contracting Officer at least 15 calendar days prior to the start of each award fee period. Notification at a later date or alteration of criteria (including added criteria) after an award fee period has begun must be agreed upon by both parties. If no notification of criteria is received in the time specified, the Contractor shall consider the previous period's criteria as still binding.
- (4) The award fee amount, to be paid quarterly, will be determined by the Government in accordance with this plan and with the applicable award fee criteria.

	<b>Document No.</b> NBCF09128	<b>Document Title</b> Security Guard Services	Page 15 of 32
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(5) If the Contractor's performance score is less than approximately 68%, the quarterly award fee amount will be the minimum fee of 5% of the quarterly award fee. If the Contractor scores a 95% (or higher) performance score, he will be paid 100% of the maximum award fee amount for the evaluation period.

(6) The COTR is responsible for the technical management and evaluation of the Contractor's performance as required by this Contract.

(7) The COTR will maintain a current record of the significant accomplishments and deficiencies of the Contractor's performance, and any other relevant information, which may be helpful in determining the proper award fee.

(8) The determination of award fee shall be unilateral (by the Government), and shall not be subject to the "Disputes" clause of this Contract.

### **G.8 SUBMISSION OF INVOICES**

Original invoices shall be submitted monthly for 1/12 of the total firm fixed price of the year. Invoices shall clearly show the contract number, the period covered by the invoice, Contractor's name, invoice date, remit to address, Employer Identification Number (EIN), and the requested payment amount. Original Invoices for supplies/services provided under this Delivery/Task Order shall be submitted (monthly in arrears) with proper documentation in accordance with the Prompt Payment Act, FAR 52.232-25 to:

U. S. Department of the Interior  
National Business Center  
Attn: Finance D-2777  
P. O. Box 272025  
Denver, CO 80227-9025

FOR INVOICE STATUS CONTACT THE PAYMENT CENTER AT:

303-969-5886 or via e-mail to OSPayments-NBCDENVER@nbc.gov

Submit copies of all invoices simultaneously to the COR or GR, (Insert name here), at the address listed below. The last invoice submitted under this Delivery/Task Order shall be marked "FINAL."

### **G.9 RELEASE OF CLAIMS**

After completion of work and prior to final payment, the Contractor shall furnish to the Contracting Officer a Release of Claims (DI-37) against the United States relating to the contract, other than claims accepted from the operation of the release.

	Document No. NBCF09128	Document Title Security Guard Services	Page 16 of 32
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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1

#### TYPE OF CONTRACT

A Single Award, Firm fixed price with Incentive Fee is contemplated for this award.

#### H.2 CONTRACTOR START-UP REVIEW

Immediately after award of the contract and prior to performance, the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) shall make an on-site in depth review of the total job requirements to include but, not be limited to the following items:

- a. The general type of work performed by the occupying agency.
- b. Post Orders.
- c. Policy and specific procedures for responding to emergency alarms, bomb threats, and suspect incendiary devices, in the particular facility being protected.
- d. Floor plans and area maps of the facility which depict emergency evacuation routes, the location and type of fire alarms, location of utility cut off valves or switches, utility systems controls, and special instructions pertaining to security controls including x-ray equipment, hand held and permanently installed magnetometers.
- e. The Occupant Emergency Plan, including a detailed review of the exact responsibilities for each Security post.
- f. Floor plans and area maps of the building which depict museum, library, DOI recreation association, health unit, visitor information center, cafeteria, credit union, snack bar, auditorium, etc.

#### H.3 INITIAL CONTRACT TRANSITION

A smooth and orderly transition of thirty days (30) 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 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", 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. The Government will provide the Contractor with the names, social security numbers, and anniversary dates of all employees working under the predecessor Contract as soon as is feasible after the Contract award.

#### H.4 MODERNIZATION SPECIFICATIONS

The Contractor shall provide the Department of the Interior one (1) unarmed officer for the purpose of the Main Interior Building Modernization Project. The Officer's duties shall include, but are not limited to the following:

- a) Constant patrols along the perimeter of the construction areas, making certain that all access points are secure
- b) Provide access/escort modernization workers in requested non-public areas outside the construction zone
- c) Inspect deliveries and materials that come into the Main Interior Building.
- d) Ensure that all modernization workers are properly badged to work at the DOI site.

Normal Work Hours (NWH) (see Attachment 1: Post #8) will be from 0600 - 1800 Monday - Saturday, unless otherwise agreed to by both parties (Security & Modernization). Adjustments to the NWH must be submitted to Security at least 1 week in advance, and the officers are obligated to work only what the NWH requires (12 hours).

	Document No. NBCF09128	Document Title Security Guard Services	Page 17 of 32
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The Officer should have their Personal Protective Equipment (PPE) with them at all times. This includes safety shoes (steel toe), ear plugs, head protection (hard hats), and eye protection. The safety equipment must comply with ANSI requirements (certified) and meet the safety standards that have been established by OSHA. The safety shoes should be worn at all times while working with Modernization. Head protection should be worn when the guard is directed to by Modernization or when the guard feels necessary. Head protection should be worn when the guard is in a construction area, including the M floor, and standing outside the material lifts.

All requests by Modernization must comply with the Modernization Post Orders or be approved by NBC Security Services before the officer initiates any action. Modernization guards may not accept memorandums directly.

**H.5 CONTRACTOR OBLIGATION TO OBTAIN ALL REQUIRED LICENSES AND PERMITS**

Prior to the contract 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, and parish, or state in which the buildings are located to:

1. Obtain all licenses and permits required for each guard and supervisor to serve as either an unarmed guard or armed guard at the Department of the Interior. Armed guards must carry their license/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.
2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under this contract. The Contractor shall assume full liability for any of his/her employee(s) in the exercise of any such police authority.
3. Maintain current, valid copies of all licenses, permits, and certifications described in this SOW. The CO, COTR, A/COTR, and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the duration of this Contract. The Contractor shall complete and certify a written record that shows names and issue dates for each employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of the contract. The Contractor shall provide an updated record to the Government upon the CO's or COTR's request.
4. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this Contract prior to performing any work under this contract.
5. The Contractor shall make and complete all applications and obtain a state permit for each employee to carry an exposed firearm. Title 18, United States Code, Section 930, prohibits individuals from carrying firearms while on Federal property unless in the lawful performance of official duties as authorized by Federal and/or State Law. Therefore, the Contractor shall make application to the state for a weapons permit for each employee that will perform armed guard service to satisfy requirements of this contract, regardless of state exemptions, which may not require such application.

**Contractor Obligation to Obtain GSA Certification Cards for All Uniformed Guards**

Prior to working under the SOW/Contract, every uniformed guard (whether productive or supervisory) must be trained and possess a valid certification card that is equivalent to the GSA certification standards (GSA Form 3527). The certification card is evidence that the guard has; received a favorable adjudication from the company, passed the medical examination, completed the required training, passed the required examinations(s), and meets all other qualification criteria to be a GSA Contract security guard. The Contractor should follow the procedures listed below to obtain a GSA equivalent certification card for each uniformed employee.

1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements (including medical and examinations and drug testing).
2. Submit the suitability package to the COTR and await the results of the adjudication. This process will take approximately one (1) month if all forms are legible and complete however, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.
3. Schedule required training and testing.

	Document No. NBCF09128	Document Title Security Guard Services	Page 18 of 32
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4. After the Contractor receives the suitability adjudication results by the company and the employee completes the training and passes the required examination(s), the Contractor shall follow the company's procedures to obtain the certification card.

The certification card signed is to be signed by the Project Manager, reflects that the employee has met all the hiring, training, and testing requirements set forth in this SOW and that all pertinent documents are on file at the Contractor's facility. Additionally, all employees who will work as armed guards must submit a signed and dated "Domestic Violence" certification that states they have not been arrested for or charged with any offense related to domestic violence. The CO shall provide the Contractor with an adequate supply of these forms. This form shall be valid for a period of one (1) year and must be re-completed and re-submitted concurrent with the guard's annual firearms re-qualification.

The company will type the date of issuance, qualifications, and expiration on the Certification Card prior to lamination. The card will then be issued to the Contractor. No guard or supervisor shall be permitted to work under this contract without a valid certification card.

The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the GSA equivalent certification card, but a valid CPR/First Aid card and, when required, a valid firearms permit. The various types of training, and the hours required for the training, are listed on ATTACHMENT 2.

**H.6 RESTRICTIONS**

Security Personnel (Guards) shall be restricted from:

- (1) Using Government telephones for personal use. Telephones are to be used for verifiable emergencies or business purposes only.
- (2) From reading newspapers, magazines, periodicals, etc., on post.
- (3) From eating or drinking while on post. (Unless for medical purposes which must be approved by the COTR).
- (4) From smoking on post.
- (5) From allowing unauthorized persons to congregate at the post.
- (6) From leaving the post unattended, except in emergencies.
- (7) From using personal computers, or downloading material on Government computers.
- (8) From using Government computers, faxes, copiers, for non-Government related work unless authorized by the COTR.
- (9) From using personal cell phones while on duty.
- (10) Unprofessional conduct (i.e., dancing, singing outloud, etc.) while on duty.

**H.7 SERVICES REQUIRED-INFORMATION RECEPTIONIST DUTIES**

a. General. The Contractor shall provide two (2) Information Receptionists to perform services for the C and E street entrances of the Main Interior Building. The Information Receptionists may be required to perform, but are not limited to the following responsibilities:

- (1) Greet, receive, and assist visitors to the building.
- (2) Provide information and assistance to visitors, tourists, the general public, and Government employees.
- (3) Research and maintain general information and records.
- (4) Obtain clearances prior to authorizing admittance to the building and direct the visitors to their destination.
- (5) Stay abreast of government organization changes and office moves within the DOI.
- (6) Provide updated information on public and Government buses, Metro, taxis, and other means of transportation.
- (7) Work closely with the supervisor and co-workers to carry out assignments as directed in an efficient, courteous, and a cooperative manner.
- (8) During emergencies, fire alarms, and evacuations, information receptionists may be required to leave their posts and assist the security aides according to the instructions in the Post Orders or from commands by the COTR.

Additional Duties: In addition to emergency situations, Information Receptionists may be called upon to perform certain responsibilities in conjunction with handling process servers, bomb threats, and telegrams. These procedures will be contained in the post orders.

**H.8 SERVICES REQUIRED-PROJECT MANAGER AND SUPERVISORS**

**Project Manager**

	<b>Document No.</b> NBCF09128	<b>Document Title</b> Security Guard Services	<b>Page 19 of 32</b>
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The term "Project Manager" (PM) means a person, designated in writing by the Contractor, who has complete authority to act for the Contractor during the term of the contract. The Contractor shall propose, identify, and provide to the Government the name, telephone number, and the address of the PM, in writing, to the CO and the COTR with the submission of the Proposal (See L.I.C). The duties of the PM shall not under any circumstances be performed by uniformed employees performing productive or supervisory hours under the term of the contract or any other guard contract. The PM shall have the authority to accept notices of deductions, inspection reports, and all other correspondence on behalf of the Contractor. The PM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies, at all times, with the contract requirements. The PM must completely understand the operational requirements of this contract, including:

1. Functions of both the productive and supervisory staff.
2. Location(s) of service.
3. Method of operation and equipment required at each post.
4. Contents of general and specific post orders.

The PM should conduct regularly scheduled meetings with supervisory staff to continually evaluate security officer's performance and review operational procedures.

The PM must have either completed a four year course of study leading to a bachelor's degree with a major in any field of study, or have substantial and credible Law Enforcement, Military, or Business Management experience that demonstrates the individual's capacity to effectively manage a security guard contract.

The PM shall be available during normal working hours (8:00am to 4:30pm). The PM shall also be available after hours (or his/her designee) to discuss problem areas. On weekends and holidays, the PM shall be available (via telephone), unless a designee has been identified and approved by the COTR. The PM shall not leave the DOI site during duty hours unless prior notification has been given to the COTR, or exigent circumstances surface. Regardless of the circumstances the COTR must be notified.

The Contractor shall submit a key personnel resume clearly detailing the individual's qualifications and demonstrating that the proposed PM meets the requirements listed above. If the proposed PM does not meet the requirements listed above, the Contractor shall attach a written waiver request which will cite both the areas where the proposed PM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed PM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed PM possesses the ability to effectively manage a security guard contract of the size and scope described in the contract. The CO and COTR must approve the proposed PM prior to his/her assignment under this contract.

The PM is a salaried managerial position not specifically required in the line item(s) identified in this SOW. Therefore, the Contractor shall factor all costs associated with providing a PM into their offering prices (e.g., overhead/G&A), as they will not otherwise be paid for by the Government.

Replacement PM's shall possess the same or similar qualifications of the individuals originally proposed by the Contractor and accepted by the Government. Replacement employees must be approved by the CO or the COTR prior to reporting for duty under this contract/SOW.

#### **Assistant Project Manager**

The Assistant Project Manager (APM) is to have the same qualifications as the Project Manager. He/ She must completely understand the operational requirements of this contract, and be able to manage the administrative aspect of the contract as well.

#### **Supervisors**

The Contractor shall provide the names, telephone numbers, and addresses of the supervisors, in writing, to the CO and COTR at the time of the submission of the proposal (see L.I.C). The term "supervisor" means a designated uniformed person who shall be responsible with the PM and the Contractor for the competent performance of the personnel assigned to productive posts on a day-to-day basis at the worksite. The security supervisor shall not simultaneously perform the duties of supervisor and security guard under the terms of this contract.

The Contractor shall submit key personnel resume clearly detailing the individual's qualifications to the CO and COTR by the submission of the proposal (See L.I.C). The CO or COTR must approve the proposed supervisors prior to working under this SOW, or contract. The supervisors must ensure the Security Aides (guards):

1. Are properly trained.
2. Perform all duties as specified in accordance with the Contract and the Post Orders.
3. Are properly uniformed and present a neat and professional appearance as referenced in the SOW.
4. Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations.
5. Possess and display a valid certification card and CPR card while on duty; and
6. Possess all necessary permits, credentials, etc., as required by the Contract or by local or state law.
7. Frequent and prolonged walking, standing, sitting, and stooping, up to twelve (12) hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and /or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter.
8. Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
9. Ability to remain on post up to four consecutive hours without eating, or drinking.
10. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
11. Ability to use post security equipment, magnetometers, X-rays, CCTV, ability to use handcuffs, baton, chemical spray, and (where required by post assignments) firearm at any time while on duty.
12. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
13. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
14. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

All supervisors shall be required to sign- in on a separate GSA Form 139 log upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs may be used by the Government to ascertain the level of supervision being provided to the guards working under this contract.

Replacement Supervisors shall possess the same or similar qualifications of the individuals originally proposed by the Contractor and accepted by the Government. The Contractor shall provide a completed key personnel resume for all replacement employees to the CO and the COTR for approval before the replacement personnel report for duty under this Contract.

#### **H.9 REGULATIONS AND PROCEDURES**

- a. Any supplementary regulations which may be provided to the Contractor by the Contracting Officer or his/her authorized representative will be incorporated into this contract by reference. The Post Orders book will contain complete duty instructions for all posts involved, including instructions for emergency procedures and shall be maintained by the Contractor at the central control point. A separate loose-leaf binder containing only those items of instruction pertinent to the post will be furnished by the COTR and shall be maintained by the Contractor at each post. The Post Orders books shall not be removed from the Government property or reproduced or copied in any manner without proper authorization, in writing, from the COTR.
- b. All personnel assigned to this contract by the Contractor shall undergo an initial (pre-employment) drug test prior to being assigned to a post and, shall thereafter, undergo an annual drug screening. The annual drug screening will consist of 10% of the Contract Security staff being randomly selected per year. In addition, the Government may require spot-check drug urinalysis on contract employees based on reasonable grounds to suspect the employee is using drugs at the work site. These tests shall be made a condition of initial and continued employment at the DOI site.

#### **H.10 EQUIPMENT, UNIFORMS, AND MATERIALS: USE, ACCOUNTABILITY, AND CARE OF GOVERNMENT FURNISHED PROPERTY.**

The following supplies, materials, equipment, and facilities/office space, will be furnished by the Government:

1. Electrical and mechanical equipment, such as installed alarm and surveillance systems, X-ray machines, walk-through magnetometers, hand-held magnetometers, and closed-circuit televisions, including written operating procedures and instructions. Complete and current inventories of equipment will be maintained by the COTR.
2. Repair and maintenance of equipment in item 1.

	Document No. NBCF09128	Document Title Security Guard Services	Page 21 of 32
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3. Post Order book, including all inserted information required. The COTR will provide all initial information and changes. The Contractor will be responsible for posting the changes and ensuring all contract personnel are familiar with the updated changes.
4. Telephones deemed necessary by the Government for the conduct of official business under the SOW and contract.
5. Guard office, locker space, locker and office equipment, excluding office machines (as deemed necessary by the Government).
6. All Government administrative forms prescribed for use by Contract employees under the SOW and contract.
7. Building utilities and services will be afforded the Contractor in accordance with established operational procedures. This includes the use of concession facilities, restrooms, and medical facilities (when available, for emergency purposes).
8. Limited occupation and use of controlled office space, where available, for the PM and /or Supervisors to use to conduct official task related business.
9. Radio Equipment. Communication equipment must ensure Contractor availability on a twenty-four hour basis. Assigned radios and batteries are to be maintained in continuous working order.

All property furnished by the Government under the SSOW/Contract, shall remain the property of the Government. Upon termination or conclusion of the contract, the Contractor shall render an accounting of all such property that has come into their possession during the course of the contract. All equipment issued by the Government to the Contractor will be issued on GSA Form 1025 (receipt of property) or other similar issue document.

Any property furnished by the Government to fulfill Contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Contractor. The replaced property shall be of equal value as the Government furnished property. Additionally, the Contractor shall reimburse the Government expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the contract and may face further penalties as deemed necessary by the Government. Loss or damage to Government- furnished property shall be identified to the COTR by the Contractor as soon as possible. To ensure timely discovery and reporting, the Contractor shall perform semi-annual inventories of all Government furnished property. The Contractor's inventory requirements shall be reported in writing to the COTR within fifteen (15) days of the date the COTR selects for the inventory.

All malfunctioning alarms shall immediately be reported to the COTR and subsequently the Control Center/Mega Center Operator and Federal Protective Service (FPS). Malfunctioning fire alarm systems shall immediately be reported to FPS and GSA.

#### **H.11 SAFEGUARD GOVERNMENT PROPERTY**

The Contractor shall take all reasonable precautions, as directed by the Government, or in the absence of such direction, in accordance with 41 CFR 101-25.1, to safeguard and protect Government property.

#### **H.12 USE, ACCOUNTABILITY, AND CARE OF CONTRACTOR FURNISHED PROPERTY**

The Contractor shall furnish and maintain in acceptable condition, at no cost to Contract employees, all items listed below and in attachments uniform and equipment necessary to perform work required under this contract. The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this contract.

1. **Firearms and Ammunition.** Firearms shall be furnished by the Contractor to equip each armed guard and supervisor while on duty. Personal weapons shall not be used. The firearms shall be .38 calibers, double action, six (6) shot police service- type revolvers with a heavy duty 4" barrel, a fixed sight, and a fixed or adjustable rear sight. Appropriate and ample supplies of firearms maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor and at the Contractor's expense. The Contractor, prior to issuance to guards, shall inspect firearms.

The Contractor's employees shall inspect their assigned firearms at the commencement of each tour of duty. Each firearm shall be cleaned and oiled regularly to ensure optimum operating condition. Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place in designated areas only. All weapons and associated ammunition shall be stored in accordance with safeguard standards established by the Government.

The Contractor must be able to account for all firearms at all times. On-site supervisors and guards shall make accurate receipt and return entries on the Firearms and Equipment Control Register, GSA Form 1051, at the beginning of each shift. The COTR will provide an ample supply of the Form 1051.

The Contractor shall provide a list of serial numbers of all firearms that will be used or stored on the premises to the COTR prior to the start date of the contract. The list shall be kept current; the Contractor must document and forward any changes to the COTR within one (1) week of the change.

	Document No. NBCF09128	Document Title Security Guard Services	Page 22 of 32
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In the event that a firearm is lost or stolen, the Contractor shall notify the COTR immediately and shall relate all the particulars known regarding the loss or theft of the weapon. Additionally, the Contractor shall provide a detailed written report to the COTR within 24 hours of the incident, including the date and time of the incident. The Contractor shall also notify the COTR of the serial number of the replacement weapon.

The Contractor shall provide ammunition for authorized firearms. The Contractor shall also provide ballistic vests for all armed personnel. Each armed guard shall be issued eighteen (18) rounds of standard 110 + P jacketed hollow- point type ammunition upon entering duty. Six rounds shall be loaded into the revolver and the remaining twelve rounds shall be contained in a cartridge case.

The Government shall provide a secure firearm cabinet or safe to be placed in a designated armory identified by the Government for storage of Contractor provided firearms. Additional cartridges of ammunition shall be provided, stored, and secured on-site by the Contractor to accommodate emergencies and to be available in the event additional services are ordered. ASP batons (which shall be supplied by the Contractor) and Pepper Foam Spray shall also be stored in the armory. Training shall be required for all armed personnel possessing the ASP and chemical weapons. Copies of the training records shall be forwarded to the COTR prior to the start of the contract.

3. **Uniforms.** The Contractor's shall provide to each on-site unarmed contract employee, and shall require that employee's wear, colored blazer, a pair of slacks, black belt, black shoes, a white shirt, and necktie. Appropriately styled and similar feminine uniforms shall be worn by female employees. Casual clothes, blue jeans, tee shirts, tennis shoes, etc., are not authorized for wear during working hours. Cleaning of the uniforms shall be at the expense of the Contractor, in accordance with Department of Labor Wage Determination guidelines. Color and style of the uniforms are to be approved by the COTR before issuance.

The Contractor's armed guard force uniforms shall be a color and style in general use by large guard or security organizations and shall be readily distinguishable from those of local or state law enforcement agencies and from those of Federal Protective Officers. Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the uniform. Identification nametags and certification cards shall be worn over the right breast shirt pocket on all uniforms. Two hat styles will be required, the "Mountie" style for ceremonial and special events, and the mesh ball cap for casual purposes.

In regard to both armed and unarmed uniforms, long sleeve shirts will be required beginning the last Sunday in October and short sleeves beginning the last Sunday in April. The dates may be adjusted with the approval of the COTR; however, all guards on any one shift must be in the same uniform with the same sleeve length. Accommodations must be made to address female officers that are expecting with child. Uniforms design for pregnant officers are to be comfortable and not impede on their ability to perform their duties.

Uniform accessories and equipment and the wearing of same shall conform to standards and usage prescribed and in effect for General Services Administration Federal Protective Officers. The color of uniform accessories and equipment shall be standard black, as may be appropriate to match the uniform. All guards (armed) shall wear the same color and style or type of uniform accessories and equipment. All head gear, raincoats and winter jackets must be approved by the COTR and worn only on outdoor posts unless authorized by the COTR. No vests, or supplemental attire shall be worn with the uniform unless prior approval has been obtained from the COTR.

Guards shall not possess any unauthorized supplemental or personal equipment, such as privately owned (e.g., equipment not issued by the Contractor or required by the Contract) firearms, knives, flexi-cuffs, or other such nonstandard items. Guards who are found to possess such unauthorized equipment while on post shall face disciplinary action, such as forfeiture of the item(s), suspension, or permanent removal from the contract.

**H.13 QUALIFICATIONS OF PERSONNEL**

All of the Contractor's employees are expected to behave courteously and professionally toward all persons encountered in the performance of their duties, including DOI employees, building tenants, and the general public. The CO and/or COTR may require retraining, suspension, or dismissal of any Contractor employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with the contract.

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

	Document No. NBCF09128	Document Title Security Guard Services	Page 23 of 32
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1. Be a citizen of the United States of America. The COTR may allow legal resident aliens with proper Immigration Naturalization Service (INS) issued work permits to work under the contract upon the Contractor's request. Under no circumstances will resident aliens lacking valid INS work permits be allowed to work under this SOW/contract.
2. Be at least 21 years of age. While there is no limit as to the maximum age of guards, all guards must be able to withstand the physical demands of the job and must be capable of responding to emergency situations without special accommodations by the Government. "Light duty" posts are not available.
3. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual guards are naturally an asset to the Contractor, but in no circumstances should the Contractor permit a guard who does not have a good command of the English language to work under this contract.
4. Possess either a high school diploma or a GED equivalency certificate, and meet one of the below requirements:

- (A) Three years of security experience within the past five years; or
- (B) An Associate's Degree, or at least 60 semester hours of college coursework in any field of study; or
- (C) Three years of military or National Guard (active duty or reserve) experience; or
- (D) Successful completion of Police Officer's Standard Training; or
- (E) Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework).

**IMPORTANT NOTE:** While there is no limit on the maximum age requirement, the COTR may waive the minimum/maximum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties. Furthermore, Contract employees working under the previous incumbent contract who do not meet the above experience/education requirements will be eligible to continue working under this contract. In such cases where a prior incumbent employee does not meet the above requirements, the Contractor shall document that employee's personnel file accordingly and indicate the length of service under the prior Contract.

#### **H.14 HEALTH AND PHYSICAL FITNESS REQUIREMENTS**

The Contractor shall insure that all employees assigned are in good general health without physical defects or abnormalities, which would interfere with the performance of duties. Physical fitness shall be evidenced on Standard Form 78, Certificate of Medical Examination. A licensed physician shall administer the Physical examination, and the completed standard form submitted to the PM.

For employees who have submitted certificates of Medical Examination while employed by a Contractor who is subsequently replaced by another Contractor, the new Contractor is not required to submit another certificate if the current certificate was submitted within the past five years, unless specifically requested to do so by the CO or COTR.

#### **H.15 TRAINING (CONTRACTOR'S RESPONSIBILITY)**

All Security personnel assigned to this Contract must submit to the COTR in writing evidence of satisfactory completion of a 24 hour "on-site" training/orientation course. Included in this training shall be:

1. The role of local and Federal Law Enforcement agencies with DOI.
2. Telephone and radio communications overview
3. Entry/Exit control procedures
  - a. Building Access Control Systems
  - b. Bollard Control Systems
4. Emergency response (during and after normal business hours, including weekends)
5. Human relations
6. Control of property
7. Intrusion/Fire alarm
8. Able to recognize the Secretary and members of his/her cabinet.
9. Able to recognize Security Services Personnel, including law Enforcement, Inspector general, Solicitor and Specific Department Directors.

The training is required for all new Contract employees and shall be administered by the Contractor without any cost to the Government.

#### **H.16 CONTRACTOR PROVIDED MAGNETOMETER/X-RAY TRAINING**

All of the Contractor's employees who will be assigned to work on posts that contain screening equipment (e.g., magnetometers and /or X-Rays) shall receive eight (8) hours of training on the use and handling of the security equipment. This training will be provided

	Document No. NBCF09128	Document Title Security Guard Services	Page 24 of 32
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by the Contractor. Upon completion of this training, the Contractor shall file the employees training certificate in each employee's personnel file. This training can be provided by the following agency:

Guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Contractor can furnish adequate proof that such training was successfully completed and their certificate is still valid. The CO or COTR shall have discretion to accept or deny proposed exemptions from training based on prior training experience. This training shall be administered by the Contractor without any cost to the Government.

#### **H.17 CPR/FIRST AID TRAINING (CONTRACTUAL RESPONSIBILITY)**

The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR and First Aid training to all employees assigned to work under this contract. Automatic External Defibrillator (AED) training is also required. CPR training and certification shall be valid for a period of one (1) year. Upon the one-year expiration of the CPR certification, each employee must become re-certified. Recertification training shall be a minimum of 6.5 hours and cover adult, pediatric, and infant CPR procedures.

First Aid training and certification shall be valid for a period of two (3) years. Upon the three-year expiration of the First Aid certification, each employee must become re-certified.

Guards or uniformed supervisors who possess valid CPR and/or First Aid credentials will not be required to re-take the training until their credentials expire.

No employee shall be permitted to work under this SOW/Contract without valid CPR or First Aid certification credentials. Those employees who work with expired credentials will be immediately removed from the contract upon discovery of the expired credentials, and they will not be eligible to work until they are certified.

Under no circumstances whatsoever shall the Contractor require any employee to incur the expense of CPR or First Aid training/certification without providing full reimbursement to the employee. The CO shall report violations of this requirement to the Department of Labor (DOL) for investigation and may take Contractual action as deemed appropriate. CPR/First Aid training shall be administered by the Contractor without any cost to the Government.

#### **H.18 NON-LEATHAL WEAPONS TRAINING (CONTRACTOR RESPONSIBILITY)**

The Contractor shall train and qualify SPO's, and Site Supervisors, in the use of non-lethal intermediate weapons such as ASP batons and chemical/pepper agents (FOAM), and shall submit evidence of such training and qualification to the COTR. The Contractor shall, acting in coordination with the COTR, schedule each SPO, and Site Supervisor, for firearms practice, retraining, and re-qualification at annually intervals, and for non-lethal weapons practice, retraining, and re-qualification at 2 year intervals. Re-qualification shall correspond as closely as possible to the anniversary date of original qualification. The Contractor shall advise the COTR of the results of all the qualification tests. Non-Lethal Weapons training shall be administered by the Contractor without any cost to the Government.

#### **H.19 CIVIL DISTURBANCE TRAINING (CONTRACTOR RESPONSIBILITY)**

The Contractor shall provide Civil Disturbance, Bomb and Terrorist, Traffic and Parking Control, and Vehicle Search. training, along with basic emergency responder training to all Contract Security Personnel assigned to work at the Department of the Interior. This training shall be coordinated through the COTR and proof of completion of such training shall be forwarded to the COTR. The required training is the sole responsibility of the Contractor and at no cost to the Government. Additional training will include search procedures, which consist of the use and proper execution of the hand held magnetometers.

#### **H.20 SECURITY CLEARANCES**

Within one week of his/ her start date the Project Manager (PM) and Assistant Project Manager (APM) will submit the necessary clearance paperwork to the National Business Center (NBC) Personnel Security representative. A Single Scope Background Investigation (SSBI) will be conducted on these individuals. All expense incurred to perform the investigation will be submitted to the contractor, at which time the contractor shall deduct the full amount from the next monthly invoice to be submitted to the Department of the Interior.

A National Agency check with Inquiries (NACI) will be conducted on all other contractors. Within one week of their arrival to the DOI work site, they will have filled out the necessary paperwork and forwarded the complete documents to the Personnel Security

	Document No. NBCF09128	Document Title Security Guard Services	Page 25 of 32
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representative. All expense incurred to perform the investigation will be submitted to the contractor, at which time the contractor shall deduct the full amount from the next monthly invoice to be submitted to the Department of the Interior.

The investigations will be conducted by the Office of Personnel Management (OPM). The investigations will be adjudicated and stored with NBC Personnel Security. If any derogatory information is discovered through the investigation, the government has the discretion to dismiss the individual or reassign them to a lesser position. In the instance a contractor has a current investigation on file with OPM, it will be requested by DOI and reviewed. If the government feels necessary, the contractors will be granted a clearance.

This is what a NACI includes: employment/self-employment/unemployment coverage (5 years inquiry), education (5 years highest degree inquiry), residence (3 years inquiry), reference contacts (inquiry), law enforcement checks (5 years inquiry), national agency checks with includes an optional credit search, a military personnel record search, citizenship verification, and the FBI National Criminal History Fingerprint check.

### **H.21 GOVERNMENT PROVIDED QUALITY CONTROL, INSPECTION, AND MONITORING**

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

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

In the event a serious breach of assigned duty by the Contractor's employee(s) is identified during an inspection/quality control exercise, the CO and/or COTR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s). The Government may assess price deductions from the awards fee for service not rendered according to this SOW's requirements.

### **H.22 QUALITY ASSURANCE SPECIALIST (QAS) INTERNAL SECURITY STAFF**

The QAS 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 QAS include, but are not limited to:

- (a) Inspecting the work to ensure compliance with the SOW requirements;
- (b) Documenting, through written inspection reports, the results of all inspections conducted;
- (c) Following through to ensure that all defects or omissions are corrected;
- (d) Identifying 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;
- (e) Confering 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 Contract, the CO will issue a written memorandum to the QAS that details the scope of duties they are authorized to perform. The QAS 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 QAS.

The Contractor shall immediately notify the CO in the event the QAS directs the Contractor to perform work that the Contractor believes is not part of the SOW, or part of his/her designated duties as stated in the CO's memorandum to the QAS. The CO will then make a determination on the issue and will respond to all affected parties.

### **H.23 STOP-WORK ORDER**

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

either: (a) Cancel the stop-work order or (b) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

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

(b) The Contractor asserts its' right to the adjustment within 30 days after the end of the period of work stoppage, provided, that the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a Proposal submitted at any time before final payment under this contract.

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

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

#### **H.24 STANDARD OF CONDUCT**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to these employees as may be necessary. The Contractor is also responsible for ensuring that his/her employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones during their scheduled patrols, except as authorized. Each Security Aide (guard) is expected to adhere to professional standards of behavior that reflect credit to him/herself, his/her employer, and the Federal Government.

The COTR may determine that an armed officer poses a potential liability to the company and/or the Department of the Interior and will require the officer to be immediately disarmed.

The COTR will make all determinations regarding the removal of any employee(s) from the worksite(s). In the event of a dispute, the CO will make the final determination. Specific reasons for removal of an employee(s) will be provided to the Contracting Officer in writing.

The COTR may request the Contractor immediately remove, from the worksite(s), employees disqualified for suitability or security reasons, or found to be unfit for performing security duties during their tour(s) of duty. The Contractor shall comply with these requests. A determination for unfitness may be, but not limited to, the following:

- (a) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.2.
- (b) Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance to cooperate in upholding the integrity of the security program at the work sites.
- (c) Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- (d) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also participation in disruptive activities, which interfere with the normal and efficient operations of the Government.
- (e) Theft, vandalism, immoral conduct, or any other criminal actions.
- (f) Selling, consuming, or being in possession of intoxicants, drugs, or substances, which produce similar effects. Reporting to duty while intoxicated or under the influence of any non-legally prescribed
- (g) Improper use of official authority or credentials.
- (h) Unauthorized use of Government owned communication equipment.
- (i) Violation of security procedures or regulations.
- (j) Violation of any of the restrictions listed in this contract

Suitability and security reasons further include that the security guards should;

	Document No. NBCF09128	Document Title Security Guard Services	Page 27 of 32
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1. Be courteous and demonstrate good manners toward DOI employees, officials, and the general public, and maintain a respectful and helpful attitude during the performance of duties under this Contract. The Contractor personnel shall comply with all of the DOI rules, policies, regulations, and procedures concerning DOI personnel and DOI security
2. Maintain a neat, clean, and businesslike appearance while on duty and comply with the dress code specified in this SOW.
3. On or off duty, do not discuss DOI Internal matters, policies, grievances, or personalities. Do not discuss financial, personal, or family matters with DOI staff, their family members, or the general public.
4. On or off duty, do not disclose any official information, except to DOI officials having an official need-to-know. Do not speak to the press on or off the record or issue news or press releases without the express permission of the COTR and CO.
5. On or off duty, do not discuss duty assignment(s) under this Contract, particularly as they relate to such things as available SOP's, weapons, security precautions or procedures, except with the Contractor, or DOI personnel having an official need-to-know.
6. While on duty, do not gamble, unlawfully bet, or promote gambling on property that is the subject of the Contract.
7. Except in an official capacity, refrain from the possession of narcotics, dangerous drugs, controlled substances, or marijuana while on or off duty, except to the extent that the substance is lawfully prescribed for a patient by a licensed medical provider. Abstain from the consumption and possession of alcoholic beverages or other intoxicants while on duty.
8. Report to work physically fit and mentally alert.
9. Report any circumstance that may adversely affect performance of a particular assignment to the appropriate supervisor prior to attempting the assignment.
10. While on duty, do not inspect, clean, handle, or exchange weapons in public areas or in the presence of DOI employees (except those having an official need or involved in oversight of this Contract), their family members, or members of the general public. Firearm(s) shall be inspected by the Contract Supervisor at the beginning of each shift. Loading and unloading of ammunition shall take place only in DOI designated weapons areas.
11. Remain on duty until properly relieved, never desert a duty post, and remain alert at all times while on duty. Perform assignments in accordance with prescribed laws, regulations, and the terms and conditions of this Contract to the best of ability and in accordance with safe and secure working procedures and practices.
12. On or off duty, do not solicit or accept gifts, favors, or bribes in connection with the performance of duties under this Contract.
13. Neither discriminate against nor sexually harass any person during the performance of duties under this Contract
14. Do not make statements about fellow employees, DOI officials, their family members, or members of the general public with knowledge of the falseness or with reckless disregard for the truth.
15. Conduct only official business while in or on a DOI facility.

## **H.25 NON-PUBLICITY**

It is a condition of this Contract that the Contractor shall not allow the use of or use him/herself, or any aspect of the contract for publicity or advertising purposes. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance or film concerning any aspect of the work performed shall be published or otherwise disseminated through any media unless authorized in writing by the CO.

## **H.26 REVIEWS**

- (1) Concurrent: Contractor performance levels, which require remedial attention, or which may be expected to affect award fee ratings adversely, will be made known to the Contractor by the COTR, in writing, on a current basis, and copies will be sent to the Contracting Officer.
- (2) Quarterly: The COTR will prepare a draft report evaluating the Contractor's performance. The Contractor will be furnished with a copy of this report and a numerical rating for the review period. Within ten (10) working days after receipt of this report, the Contractor may submit additional data, in writing, bearing on the performance evaluation to the Contracting Officer. This additional data will be reviewed by the Contracting Officer and submitted to the COTR for comment before preparation of the final report. The quarterly award fee final report will be available to the Contractor no later than 45 calendar days following the end of the evaluation period
- (3) Contractor Self Assessment: In addition to any comment the contractor may wish to make in response to the draft reports, the Contractor shall provide to the CO and COTR, in writing, within 20 calendar days of the end of the evaluation period, a self assessment of this performance under the contract. This self assessment should provide sufficient detail (limited to approximately 10 pages) to justify the Contractor's positions and evaluations. This evaluation must be based on the current award fee criteria.

## **H.27 ORGANIZATIONAL CONFLICT OF INTEREST-GENERAL**

	Document No. NBCF09128	Document Title Security Guard Services	Page 28 of 32
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(a) The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts, which could give rise to organizational conflicts of interest, as defined in 41 CFR section 9-1.5403(a) or that the Contractor has disclosed all relevant information.

(b) The Contractor agrees that, if after award, an organizational conflict of interest with respect to this Contract is discovered, an immediate and full disclosure in writing shall be made to the CO, which shall include a description of the action, which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The Department, may however, terminate the contract for its convenience if it deems such termination to be in the best interests of the Government.

(c) The provisions of this clause shall be included in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "Contract", "Contractor", and "Contracting Officer" modified appropriately to preserve the Government's rights.

(d) In the event the Government solicits, or the Contractor submits an unsolicited proposal, on any related follow-up effort to this program, a contractor or subcontractor at any tier may be excluded from the competition and subsequent award as a result of its participation or interest in the instant Contract.

### **H.28 POSSESSIONS OF THE U.S. GOVERNMENT**

All information, data, and documents developed or obtained pursuant to this contract shall be the possessions of the U.S. Government, to be turned over to the COTR upon contract expiration.

### **H.29 RESTRICTIONS AGAINST DISCLOSURE**

(a) Subject to the provisions subparagraph (c) below, the Contractor agrees, in the performance of this contract, to keep all information, which is otherwise not available to the general public, in the strictest of confidence. The Contractor acquires no possessor or proprietary interests in such information. The Contractor agrees not to publish, to reproduce, or otherwise to divulge such information in whole or in part in any manner or form, at any time during or following contract performance, nor to authorize or permit others to do so. The Contractor agrees to take such reasonable measures as are necessary to restrict access to such information to those employees needing to know such information to perform the work provided herein, i.e., on a need to know basis. The Contractor agrees to notify the COTR immediately, in the event that he or she determines or has reason to suspect a breach of any of these requirements or restrictions, and to provide written notification as soon as possible.

(b) The Contractor agrees to include the above subparagraph or equivalent language in any agreement or subcontract hereunder.

(c) The Contractor agrees to not disclose any information concerning the work under this Contract to any persons or entities unless prior written approval is obtained from the CO.

### **H.30 PERMITS AND LICENSES**

In performance of work under this Contract, the Contractor shall be responsible for obtaining necessary permits and licenses, and for complying with all applicable Federal State and Municipal Laws.

### **H.31 EMPLOYEE CONFLICT OF INTEREST**

All full-time employees working under this Contract are prohibited from working for any other security or Law Enforcement company as a guard or security aide or in any other security or Law Enforcement positions with this or other Contractors. Due to conflict of interest, Federal Employees working for the Department of the Interior are prohibited to be hired as security officers under this contract.

### **H.32 IDENTIFICATION/BUILDING PASS FOR CONTRACTORS**

The Department of the Interior shall provide personnel identification cards to each contract security employee in accordance with HSPD-12 guide lines. Once the officer is favorably adjudicated, the Contract employee shall have this identification/building pass in his/her possession at all times while working at this site. The Contractor shall ensure that all Government Identifications are returned to the issuing agency when employees or the Contract are terminated.

### **H.33 CONTRACTUAL RELATIONSHIP**

The Department of the Interior and the Contractor understand and agree that the support services to be delivered by the Contractor under this Contract are non-personal services and the parties recognize and agree that no employer-employee relationships exists or will exist under the Contract between DOI and the Contractor, and/or between DOI and the Contractor's employees.

The Contractor's personnel under this Contract shall not:

	<b>Document No.</b> NBCF09128	<b>Document Title</b> Security Guard Services	Page 29 of 32
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- (a) Be under the supervision, direction, or evaluation of a Federal Employee
- (b) Be placed in a staff or policy making position
- (c) Be placed in a position of supervision, direction, or evaluation over DOI personnel or personnel of other Contractors, or
- (d) Become a part of a DOI organization

**H.34 NON-PERSONAL SERVICES**

The services to be performed under this Contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of DOI. Rules, regulations, directions, and requirements that are issued by DOI (COTR, CO) under their responsibility for good order, administration, and security are applicable to all personnel who enter a DOI facility. This is not to be construed or interpreted to establish any degree of DOI's control that is inconsistent with a non-personal services Contract.

The Contractor shall not be paid for performance of personal services. Therefore, in the event the Contractor or its employees are directed by any DOI employee to perform work that the COTR, CO, or his/her designee believes requires personal services, the Contractor shall immediately advise the CO and COTR.

	Document No. NBCF09128	Document Title Security Guard Services	Page 30 of 32
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## SECTION I -- CONTRACT CLAUSES

### I.1 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

### I.2 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

### I.3 52.237-03 CONTINUITY OF SERVICES JANUARY 1991

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to--

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

### I.4

	Document No. NBCF09128	Document Title Security Guard Services	Page 31 of 32
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The Contractor will be required to design, develop, and operate a system of records on Individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

Privacy Act (FAR 52-224-20) (APR 1984)

(a) The Contractor agrees to-

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform

- a. Include the Privacy Act notification contained in this Contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and
- b. Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract, which requires the design, development, or operation of such a system of records.
- c. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the Contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.
- d. "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
- e. "Records," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
- f. "System of records on Individuals," as used in this clause means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**I.2 INSURANCE, WORK ON A GOVERNMENT INSTALLATION (FAR 52.228-5) (SEP 1989)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall certify to the CO in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this Contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the CO, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph ©, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Contract. The Contractor shall maintain a copy of all subcontractors' proofs or required insurance, and shall make copies available to the CO upon request.

	<b>Document No.</b> NBCF09128	<b>Document Title</b> Security Guard Services	<b>Page 32 of 32</b>
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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1

EXHIBIT I: DEPARTMENT OF THE INTERIOR GUARD POST

ATTACHMENT 2: REQUIRED TRAINING

ATTACHMENT 3: REQUIRED EQUIPMENT AND RECOMMENDED QUANTITY SUPPLIES BY THE CONTRACTOR

ATTACHMENT 4: ARMED UNIFORM LIST

ATTACHMENT 5: UNARMED UNIFORM LIST

ATTACHMENT 6: MODERNIZATION UNIFORM LIST

ATTACHMENT 7: CBA

ATTACHMENT 8: WAGE DETERMINATION

ATTACHMENT 9: QUESTIONS AND ANSWERS

EXHIBIT I

Department of the Interior Guard Post

- 1) C Street MIB - Unarmed - 24/7 .....(Holidays Required)
  - a) C Street MIB - X- Ray - Unarmed -5 days - 0730 – 1600 .....(Holidays Not Required)
  - b) C Street MIB - Receptionist - Unarmed -5 days - 0730 – 1600 .....(Holidays Not Required)
  - c) C Street MIB - Armed - 24/7..... (Holidays Required)
  
- 2) E Street MIB - Unarmed - 5 days - 0600 – 1930 .....(Holidays Not Required)
  - a) E Street MIB - X- Ray - Unarmed -5 days - 0730 – 1700 .....(Holidays Not Required)
  - b) E Street MIB - Receptionist - Unarmed -5 days - 0800 – 1600 .....(Holidays Not Required)
  - c) E Street MIB - Armed - 5 days - 0600 – 1600 .....(Holidays Not Required)
  
- 3) \*A Ramp or B Ramp MIB - Unarmed - 5 days - 0600 – 2200 .....(Holidays Not Required)
  
- 4) D Ramp MIB - Unarmed - 5 days - 0600 – 1830 .....(Holidays Not Required)
  
- 5) \*C Ramp or G Ramp MIB - Unarmed - 5 days - 0600 – 2030 .....(Holidays Not Required)
  
- 6) Mailroom MIB - Unarmed - 5 days - 0730 – 1700 .....(Holidays Not Required)
  - a) Mailroom MIB - Armed - 5 days - 0730 – 1700 .....(Holidays Not Required)
  
- 7) Secretary (6100 Post) - Unarmed - 5 days - 0600 – 2200 .....(Holidays Not Required)
  
- 8) Modernization - Tunnel - Unarmed - 6 days - 0600 – 1800 .....(Holidays Required)
  - ~~a) Modernization - Tunnel - Unarmed - 6 days - 0600 – 1800 .....(Holidays Required)~~
  
- 9) SIB North (Main Entrance) - Unarmed - 7/24 .....(Holidays Required)
  - a) SIB North (Main Entrance) - X-Ray - 5 days - 0800 – 1600 .....(Holidays Not Required)
  - b) SIB North (Main Entrance) – Armed – 7/24 .....(Holidays Required)
  
- 10) SIB Constitution Ave. - Unarmed - 5 days - 0800 – 1600 .....(Holidays Not Required)
  
- 11) Console Operator MIB - Unarmed - 7/24 .....(Holidays Required)
  
- 12) Dispatcher MIB - 5 days - 0600 – 1800 .....(Holidays Not Required)
  
- 13) Supervisor - Armed - 7/24 .....(Holidays Required)
  - a) Supervisor - Armed - 5 days – 0800 – 1600 .....(Holidays Required)
  
- 14) Rovers - Armed - 5 days - 0800 – 1600 .....(Holidays Not Required)
  - a) Rovers - Armed - 5 days - 0800 – 1600 .....(Holidays Not Required)
  - b) Rovers - Armed - 5 days - 1600 – 2400 .....(Holidays Not Required)
  - c) Rovers - Armed - 5 days - 2400 – 0800 .....(Holidays Not Required)

# EXHIBIT 1

15) Rovers - Unarmed - 7/24 .....(Holidays Required)

16) GSA Tunnel - 5 days - 0730 - 1700 .....(Holidays Not Required)

\* Identified post are subject to alternate due to the installation of the GSA Bollards.

Note; Two (2) supervisors will be assigned to the daylight shift (Monday through Friday) commencing at 0800 and ending at 1600. One (1) supervisor will be assigned to the evening shift and one to the midnight shift. Three (3) supervisors will be assigned to the weekend shift. The weekend hours are as follows; (0800-1600/ 1600-2400/ 0001-0800).

The three work shifts are as follows:

- 1<sup>st</sup> Shift = 0001 - 0800 hours
- 2<sup>nd</sup> Shift = 0800 - 1600 hours
- 3<sup>rd</sup> Shift = 1600 - 0000 hours

In regard to officers working assigned post, there is to be one officer per 8 hours. Post of more than 8 hours, such as, post 1a, 2a, 2c, 6, 6a, & 12, are to be one officer per designated hours.

**All unarmed guard positions shall be recognized as Guard I officers.  
All armed guard positions shall be recognized as Guard II officers.**

# ATTACHMENT 2

## Required Training

Title & Required (Hours)	Armed Guards		Unarmed Guards		Schedule Information		Retrain
GSA Equivalent Certification (72)	X		X		*COTR will coordinate w/ PM & Training Coordinator to determine schedule		See Spec Note
GSA A-1 Equivalent Certification (+ 40 hours)	X				*COTR will coordinate w/ PM & Training Coordinator to determine schedule		See Spec Note
DC SPO License (40)	X				Required before permitted to work on contract		Annual
Orientation-Training (24)	X		X		Required before permitted to work on contract		As needed
Magnetometer/X-Ray Training (8)				X	**Training will begin within 30 days after award of the contract		As needed
CPR/First Aid Training	X		X		Required before permitted to work on contract		Annual
Non-Lethal Weapons Training (16)	X				***COTR will coordinate a schedule with PM		2 years <del>Annual</del>
Civil Disturbance Training	X		X		Training required within 6 months after award of the contract		As needed
Supervisors Training S-1 (9)	X		X		Training only required for (all) Supervisors.		As needed

**Note:**

\*The Department of the Interior Security Division is requesting that the contractor provide twenty-four hour (24) orientation training, magnetometer/X-ray training, CPR/First Aid training, Non-Lethal Weapons training (FOAM and baton for armed personnel only), and civil disturbance training to its DOI contract security personnel. This training is listed in the SOW as a "Contractual responsibility". Once a reimbursable work agreement has been established with the Office of Homeland Security through FPS, the COTR will work with the GSA Training Coordinator and the contractor in establishing a time frame (6 to 9 months) to ensure 100% compliance with regard to GSA certification for all armed and unarmed guards.

**Special Note Concerning GSA Training:**

Per the GSA Trainer (Naval Yard), all guards are required to complete the full 72 hour course in order to become certified (60 hour Basic Course will not be grandfathered in). In addition to the 72 hour Basic training, GSA A-1 Equivalent training (armed guards) requires an additional 40 hours of training (Totaling 112 hours). Procedures regarding retraining/re-qualification have been established by GSA, and will be submitted to the awarded contractor at the Pre-performance meeting with the Trainer.

\*\* Training required only for those assigned to Post specified in the SOW.

\*\*\* Training must be complete prior to assuming an armed Post. DOI will recognize the certification of those SPO's who have completed the training (provide COTR with valid certification). All new SPO's must complete 8 hours ASP and 8 hours OC Spray Training for a total of 16 hours Non-Lethal Training.

# ATTACHMENT 3

## REQUIRED EQUIPMENT AND RECOMMENDED QUANTITY SUPPLIED BY THE CONTRACTOR

The table below shows the required equipment and recommended quantities needed by the Contractor prior to the start of the Contract.

<b>REQUIRED EQUIPMENT</b>	<b>RECOMMENDED QUANTITY</b>
<b>NEXTEL CONNECT CELL PHONES, CHARGERS AND SPARE BATTERIES</b>	<b>FOR THE SUPERVISORS, DISPATCHER, AND PROJECT MANAGER. SEVEN TO START</b>
<b>FLASHLIGHTS (STANDARD SIZE).</b>	<b>TWENTY (20)</b>
<b>SAFETY VESTS</b>	<b>ONE PER ASSIGNED OFFICER</b>
<b>SPACE HEATERS/FANS</b>	<b>FIFTEEN (THIS NUMBER INCLUDES SPARES) ENSURE WATTAGE AND SAFETY FEATURES COMPLY WITH SAFETY MEASURES SET FORTH BY THE FACILITIES MANAGER</b>
<b>RUBBER STANDING MATS</b>	<b>DISCRETION OF CONTRACTOR</b>
<b>PC'S WITH HARDWARE/SOFTWARE, FLAT SCREEN MONITORS, CPU NETWORK CARDS, INTERNET BROWSER, SURGE PROTECTOR, ETC. (COMPATIBLE WITH DOI STANDARDS)</b>	<b>PROJECT MANAGER, ASSISTANT PROJECT MANAGER, AND SUPERVISORS</b>
<b>FAX, PRINTER AND COPIERS</b>	<b>ONE OF EACH FOR THE PROJECT MANAGER'S OFFICE. ADDITIONAL PRINTERS FOR THE SUPERVISORS CPU'S.</b>
<b>HARD HATS, STEEL TOED BOOTS, EYE PROTECTIVE WEAR, DUST MASKS, EAR PROTECTION</b>	<b>EACH GUARD ASSIGNED TO WORK, OR WILL BE ENTERING THE CONSTRUCTION/MODERNIZATION AREA SHALL WEAR THE REQUIRED SAFETY EQUIPMENT. THE CONTRACTOR SHALL DECIDE THE QUANTITY NEEDED FOR HIS/HER PERSONNEL</b>
<b>LOCKER ROOM FURNITURE, REFRIGERATOR, TABLE, CHAIRS</b>	<b>DISCRETION OF CONTRACTOR</b>
<b>GAS/CHEMICAL/BIOLOGICAL MASKS, SUITS (MUST ENSURE PERSONNEL ARE TRAINED IN USE OF EQUIPMENT</b>	<b>MUST BE OSHA MANDATED. CONTRACTOR SHALL DECIDE HOW MANY MASKS TO PURCHASE FOR THEIR ESSENTIAL PERSONNEL</b>

## Armed

REQUIRED ITEM	QUANTITY
Shirts, L/S (SPO)	3
Shirt, S/S (SPO)	3
Trouser All season weight	3
Black necktie	2
Centurion (SPO)	1
Mountie hats and baseball style cap	1 of each
Gloves, Winter (Color to match Accessories)	1
Nylon Gun Belt	1
Nylon Waist Belt	1
Level II Holster	1
Ammunition cartridge case	1
Baton (with holder)	1
OC Spray	1
OC Spray Holder	1
Keepers, Nylon	4
Key Holder, Nylon	1
Handcuff and case	1
Shoulder patch and Flags (each shirt and jacket)	14
Nameplate	1
Boots 6"	1
Maglight and holder (6")	1
Body Armor	1
Shirt Stays	2
Safety Vest	1

**Winter Issue (Armed officers only)**

Parka	1
Fur Trooper Hat	1

## Unarmed

REQUIRED ITEM	QUANTITY
Shirts, L/S	3
Shirt, S/S	3
Trouser All season weight	3
Gloves, Winter (Color to match Accessories)	1
Black necktie	2
Centurion	1
Mountie hats and baseball style cap	1 of each
Nylon Waist Belt	1
Key Holder, Nylon	1
Patches and Flags	14
Nameplate	1
Boots	1
Maglight and holder (6")	1
Shirt Stays	2
Bomber Jackets (Winter)	1
Safety Vest	1

**Winter Issue (Unarmed Ramp Officers & Rovers Only)**

Parka	1
Fur Trooper Hat	1

## Modernization

REQUIRED ITEM	QUANTITY
Shirts, L/S	3
Shirt, S/S	3
Trouser All season weight	3
Gloves, Winter (Color to match Accessories)	1
Black necktie	2
Centurion	1
Mountie hats and baseball style cap	1 of each
Nylon Waist Belt	1
Patches and Flags	14
Nameplate	1
Safety shoes (steel toe)	1
Ear Protection	1
Head Protection (Hard Hat)	1
Eye Protection	1
Maglight and holder (6")	1
Shirt Stays	2
Bomber Jackets (Winter)	1
Safety Vest	1

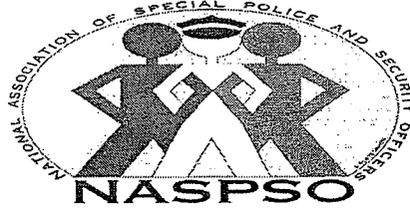
Agreement

Between

**Coastal International Security, Inc.**



And



**The National Association of Special Police and Security Officers (NASPSO)**

**For Security Professional Services**

At

**The Department of the Interior Headquarters**

<b>ARTICLE #</b>	<b>DESCRIPTION</b>	<b>PAGE NUMBER</b>
	Preamble of the Agreement	4
Article 1	Intent and Purpose of the Agreement	4
Article 2	Recognition and Scope of the Agreement	4
Article 3	Equal Employment Opportunity	5
Article 4	Continuity of Operations	5
Article 5	Contract Agency Directives	5
Article 6	Grievance Procedures	6
Article 7	Management Rights	8
Article 8	Discipline and Discharge	8
Article 9	Part-time Employees	9
Article 10	Union Shop Agreement / Check Off of Union Dues	9
Article 11	Union Representation	10
Article 12	Seniority	10
Article 13	Voluntary Quits	11
Article 14	Workweek	12
Article 15	Overtime Compensation	12
Article 16	General Wage Provisions	12
Article 17	Holidays	13
Article 18	Vacations	13
Article 19	Leaves of Absence	14
Article 20	Drug and Alcohol	15
Article 21	Union Pension Plan	15
Article 22	Bereavement Leave	15

<i>ARTICLE #</i>	<i>DESCRIPTION</i>	<i>PAGE NUMBER</i>
Article 23	Personal/Sick Leave (PSL)	16
Article 24	Health and Welfare	16
Article 25	Uniforms and Uniform Allowance	16
Article 26	Miscellaneous Provisions	17
Article 27	Training and Qualifications	18
Article 28	Separability of the Contract	18
Article 29	Duration	19
	Signature Page.	20
Appendix A	Economics	21

## PREAMBLE OF THE AGREEMENT

This Agreement is entered into by and between Coastal International Security, Inc. (Coastal), its successors and assigns, hereinafter referred to as the "Company," and the employees of the Company's located at

### **The Department of the Interior Headquarters**

As represented by the National Association of Special Police and Security Officers (NASPSO), hereinafter referred to as the "Union"

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 the respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after exercise of that right and opportunity, are set forth in this Agreement.

## **ARTICLE 1** **INTENT AND PURPOSE OF THE AGREEMENT**

1.1 It is the intent and purpose of this Agreement to assure sound and mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.

1.2 The Union, the Company and all employees are bound by and hereby pledge their cooperation in observing all provisions of this Agreement consistent with applicable State and Federal Law. Both parties recognize the principle of a fair days work for a fair days pay.

It is the intent of the parties that this Agreement shall be binding upon the parties hereto, their successors and assigns and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, succession or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto. Both parties agree to provide a minimum of 30 days notification prior to any such change.

## **ARTICLE 2** **RECOGNITION AND SCOPE OF THE AGREEMENT**

2.1 The Union is recognized by the Company as the sole collective bargaining agent for all full-time and regular part-time security officers employed by Coastal at the Department of the Interior in Washington, DC, but excluding all other employees, including non-guard employees, office clerical employees, professional employees, managerial employees, and supervisors as defined in the Act.

2.2 Probationary employees. Newly hired employees shall be classified as probationary employees for a period of ninety (90) days from the date on which they start work at the contract site. During

their probationary period, employees may be subject to discipline or discharge at the discretion of the Company, without regard to the provisions of Articles 6 and 8 of this Agreement. All other provisions of this Agreement are applicable to probationary employees, unless otherwise expressly provided.

### **ARTICLE 3**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

3.1 Both parties agree there shall be no discrimination against any employee or applicant for employment because of his/her race, creed, color, religion, sex, national origin, disability, or age as required by state and federal laws, nor because of their involvement in, or refraining from, participating in Union activities, and express their intent to provide equal employment opportunity in all aspects of the employment relationship.

### **ARTICLE 4**

#### **CONTINUITY OF OPERATIONS; NO STRIKE AND NO LOCKOUT**

The Employer agrees not to cause, permit or engage in any lockout of its employees during the term of this Agreement. The Union agrees that neither it nor the employees it represents covered by this Agreement will, during the term of this Agreement, cause, permit, or take part in any strike, including sympathy strike, or picketing. It shall be a violation of this Agreement, and it shall be cause for discharge or suspension in the event an employee refuses to enter upon any property involved in a labor dispute involving other employee organizations or refuses to go through or work behind any picket lines involving other employee organizations at the Employer's place or places of business. The Union and the Employee agree to take all steps possible to ensure that Government property is properly secured and protected in the event of labor disputes involving other employee organizations at the locations subject to this Agreement.

### **ARTICLE 5**

#### **CONTRACT AGENCY DIRECTIVES**

5.1 If the contracting agency directs that a specific employee be removed from the contract, i.e. for reasons including, but not limited to, the failure to meet security clearance and/or suitability requirements, or that a specific employee be disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of this Agreement. In the event that the contracting agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with all relevant information concerning the incident.

5.2 The union will be notified of any employment action taken pursuant to this Article and upon request be furnished evidence in support of the action in a prompt and timely manner.

### **ARTICLE 6**

#### **GRIEVANCE PROCEDURES**

6.1 In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the parties agree that in the event any complaint or grievance arises over the interpretation or application of any provision of this Agreement, there will be an earnest effort to settle such complaint or grievances by the following procedure, the last step of which will be binding arbitration. In order to maintain the integrity of the grievance process, and to alleviate the use of the grievance process from becoming an individual's platform, the Union has the responsibility for reviewing and submitting only those grievances that are considered to have validity in its good faith judgment. Union stewards and executive personnel will refrain from conducting business with employees while they are on post. Employees may use their break time for this purpose if the employee so elects. Union agrees to notify Coastal International Site management prior to visiting the Site.

The parties expressly acknowledge that the duty to use this grievance procedure, including binding arbitration, includes any and all disputes between any Employee and the Company (and the Union and the Company) arising out of or relating to any Employee's employment with the Company, whether grounded in contract, tort or statutory law (including, but not limited to, federal, state and local civil rights and employment laws such as Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, the Age Discrimination In Employment Act, The Family Medical Leave Act, and the Fair Labor Standards Act). This duty to arbitrate shall apply to all claims which the Employee believe he/she may have against the Company, its affiliated companies or any of its officers, owners, directors, employees or agents. Nothing in this provision shall obligate the Union to pursue any claims typically handled by a Federal agency through the arbitration process.

6.2 Step 1. An employee or Union steward, who becomes aware of a situation and believes he/she has a justifiable complaint or grievance, shall promptly discuss it with the employee's supervisor within five (5) working days in an attempt to settle the matter. If the employee brings the matter forward, a Union representative may be present during the discussion if requested by the employee.

6.3 Step 2. If the employee or Union steward is dissatisfied with the response of the immediate supervisor in Step 1, the grievance must be elevated to the Contract Manager, in writing, within five (5) working days. The Contract Manager shall have five (5) working days from date of receipt of the grievance to respond in writing. The Union and the Company may participate in Step 1 and Step 2 by telephone, fax, or other electronic means.

6.4 Step 3. If the matter is not resolved at Step 1 or Step 2 of the grievance procedure, the grievance, to be valid, shall be presented to the Coastal Human Resources, in writing, signed by the employee and Union Grievances Committee specifying the Article(s) and Section(s) of the Agreement believed violated and stating what relief is sought, no later than five (5) working days following the written rejection at Step 2. The Sr. Vice President, Metro Operations shall answer the grievance in writing within five (5) working days after receipt of said grievance.

6.5 Step 4. If the Company's answer is not satisfactory, a Representative of the Union will meet and discuss the grievance with the Sr. Vice President, The Company must reply to the Union within ten (10) working days excluding Saturday, Sundays and Holidays, of said meeting.

6.6 Grievances which have been processed in accordance with the foregoing requirements and which remain unsettled may be processed by the Union to arbitration in accordance with the following procedures and limitations.

6.7 The Union, within fifteen (15) calendar days after the rejection of the grievance by the Company's Designated Representative shall notify the Company in writing of its intent to invoke arbitration. The Union and/or Company will request the Federal Mediation and Conciliation Service to supply a list arbitrator have to hear the case. A copy of this request will be sent to the Company. An arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case.

6.8 In the event of arbitration pursuant to Section 6.7, the parties shall execute a submission agreement. If the parties fail to agree upon a joint submission, each party shall submit a separate submission to the arbitrator. The arbitrator will confine his decision to this submission or submissions. The joint or separate submissions will state the issue or issues and the specific paragraph or paragraphs of this Agreement, which the arbitrator is to interpret or apply.

6.9 The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties to this Agreement. Whenever possible, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. For purposes of arbitration under Section 6.7, the cost and all expenses of the arbitrator shall be borne equally by the parties. In the event a stenographic transcript of the hearing is made, the party requesting the transcript shall bear the full cost of the stenographic record unless the parties agree to the sharing of the expense.

6.10 Any grievance involving discharge, layoff or other potential accumulating back pay liability shall be commenced at Step 3 of this procedure and the written grievance to be processed must be presented to the Contract Manager or, in his/her absence, to his/her designee within five (5) calendar days after the occurrence of the facts giving rise to the grievance.

6.11 The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this Agreement nor substitute his judgment for that of management.

6.12 Any grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in strict accordance with the time limitations set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to those time limitations. Failure of the Company to act within the time limit set forth in any step shall entitle the Union to proceed immediately to the next step of the grievance procedure. In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Union.

6.13 Sections 6.6 through 6.12 notwithstanding, the following rules shall apply whenever an employee covered by this Agreement or the Union asserts a common law or statutory claim other than solely a claim that the Company has failed to comply with the terms of this Agreement. When the sole claim is that this agreement has been breached, the arbitration shall be pursuant to Sections 6.6 through 6.12.

If the dispute has not been resolved pursuant to the procedures outlined in Sections 6.1 through 6.5, the resolution of the claim shall be resolved exclusively by means of binding arbitration in accordance with the Employment Dispute Resolution Rules of JAMS in the Metropolitan DC area or in such location that the arbitrator determines is more convenient for the parties. Parties shall bear their own attorneys fees and costs. Parties shall share equally the costs of the arbitrator, the meeting room, court reporter's fee, and JAMS administrative fees.

## ARTICLE 7

### MANAGEMENT RIGHTS

7.1 The Management of the Company retains the rights to manage its operations: to direct, control and schedule its operations and work force and to make any and all decisions affecting the operation, whether or not specifically mentioned herein. Such prerogative shall include, but not be limited to, the exclusive rights to: hire, promote, lay off, assign, suspend, discharge and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; to increase or decrease that number; direct and schedule the work force; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment of a security nature; determine the methods, procedures, materials and operations, in whole or in part and to discontinue their performance by employees of the Company; transfer or relocate any or all of the operations, in whole or in part at any time; determine the work duties of employees; promulgate, post and enforce rules and regulations governing the conduct and acts of employees during working hours; required duties other than normally assigned to be performed; select supervisory employees; train employees; discontinue, reorganize or combine any department or branch of operation with any consequent reduction or other change in the work force, introduce new and improved methods or facilities regardless whether or not such may cause a reduction in the work force; establish, change, combine, or abolish job classifications; determine reasonable work pace, work performance levels and standards of performance of the employees and in all respects carry out in addition the ordinary and customary functions of management, all without hindrance or interference by the Union except as specifically altered or modified by the express terms of this Agreement.

7.2 It is recognized and acknowledged that the Company is in the business of providing a service, through its employees, to the Government and to other customers. It is therefore essential and expected that all employees will act in a highly professional, courteous manner and will be held accountable for their duties, functions and job requirements. Except for those matters specifically addressed in this Agreement, the Company reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw reasonable rules of conduct and reasonable regulations, as the Company deems necessary. The Company will provide copies of such rules and regulations, and any changes thereto, to the Union.

## ARTICLE 8

### DISCIPLINE AND DISCHARGE

8.1 The Company has the right to discipline or discharge any employee for incompetence, disobedience, disorderly conduct, negligence, or any other just and sufficient cause.

For purposes of this provision, the term "cause" shall include, but not be limited to: (i) a request by an authorized government representative that the Company cease using an employee at the worksite, (ii) the failure of an employee to meet job requirements as imposed on the Company by the Government or to maintain all required certifications and (iii) the refusal of a full time employee to work overtime when, in the Company's good faith judgment, such a request is necessary to assure that the Company meets its contractual obligations and the Company has followed the provisions of Article 15, subpart 15.3, (iv) a violation of the Company's Drug and Alcohol policy. Nothing herein shall preclude the Union or the employee from pursuing any claims it/he/she may have against the government. In addition, the term "cause" shall include Company policy as explained in the Employee Handbook. Nothing herein shall preclude the Union or the employee

from contending that the underlying infraction did not occur or from the Company contending that the Company rules and progressive discipline was not appropriate in any particular circumstance as set forth in the policy.

8.2 The Company shall notify an employee of its intention to impose disciplinary action, which may include termination of employment, within five (5) days after management has actual knowledge of the incident on which the proposed disciplinary action is based. Written notice (a copy of the disciplinary action form) will subsequently be furnished to the affected employee and Union steward (with the employee's consent) within five (5) working days after the Company completes its investigation of the incident.

8.3 Upon taking of discharge action against an employee, the Company will permit the employee to contact his Union representative, if he/she so desires, before leaving the premises. As soon as practicable following the discharge, the Company will notify the Union representative of the action taken (with the employee's consent).

8.4 Any employee interviewed concerning discipline, if he/she so desires, may request the presence of his/her Union representative to represent him/her during such interview.

8.5 During his/her probationary period, an employee may be discharged or disciplined at the Company's option without recourse to the grievance procedure.

8.6 In imposing any discipline on a current charge, management will not take into account any infractions, which occurred more than one (1) year, prior.

## **ARTICLE 9**

### **PART-TIME EMPLOYEES**

9.1 A Part-time employee is defined as one who is regularly scheduled to work less than thirty-two (32) hours per workweek. Part-time employees will have seniority only among part-time employees. Part-time employees shall be placed full-time in the order in which they were hired unless the Company can show just cause regarding why the employee is being bypassed. Any part-time employee who is offered a full-time position and refuses it shall be placed at the bottom of the list for the next full-time vacancy. Any part-time employee who becomes full-time shall be placed on the seniority roster for full-time employees on the date the employee is reclassified as full-time providing the employee has completed the probationary period.

9.2 Part-time employees are entitled to receive fringe benefits to include pro-rated vacation and holiday pursuant to the Service Contract Act. Full-time employees, after completing the probationary period who are thereafter voluntarily placed on part-time work, will retain their full-time seniority; however, they shall not accumulate full-time seniority while working as part-time employees. If they later return to full-time employment, they will return to a position on the seniority roster to which their full time seniority entitles them. The Company further agrees to prepare a part-time seniority list; a copy will be furnished monthly to the Union and a copy will be posted on the bulletin board.

## **ARTICLE 10**

## UNION SHOP AGREEMENT / CHECK OFF OF UNION DUES

- 10.1 It is hereby understood and agreed by and between the Company and the Union that:
- a. This Union Shop agreement shall become effective upon execution and shall remain in full force and effect concurrently with the basic collective bargaining agreement between the parties hereto.
  - b. All security employees subject to the Agreement between the Company and the Union shall within thirty (31) days from the effective date of this agreement and/or hire date become members or agency fee payers, as a condition of continued employment. Employees meet this requirement of being a member in good standing of the union within the meaning of this article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, by tendering to the Union Agency fees, as defined by the United States Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963); and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988). Upon notice from the Union, employees who fail to pay such dues or agency fees shall be subject to discipline up to and including termination. Any discipline for failure to pay appropriate dues or service fees shall not be grieved or arbitrated. No termination will take place while an employee's dues status is in controversy.
  - c. When a member of the Union executes such Check-Off Authorization Card in a manner suitable to the Union, the Union shall forward an original copy to the designated Company accounting official. Any Check-Off Authorization Card, which is incomplete or executed in a manner not suitable to the Company, will be returned to the Union for correction. Dues and/or agency fees will not be deducted until such time as a legible, signed and dated Union Check-Off card is received by the Company.
- 10.2 Any notice of revocation as provided for in the NLRA, as amended, must be in writing, signed by the employee and delivered by registered mail, addressed to the appropriate Company accounting official, with a copy to the Union.
- 10.3 Check-Off Authorization Cards and notices received by the Company accounting officials will be stamp-dated on the date received and will constitute notice to the Company on the date received and not when mailed.
- 10.4 When a Check-Off Authorization Card is received by the appropriate Company accounting official on or before any given payday, deductions will commence with the first regular paycheck following said payday, and will continue thereafter until revoked or canceled as provided in this Agreement. The Company will remit to the Union a check, in payment of all dues and/or agency fees collected, not later than the 15<sup>th</sup> day of the month following the month in which such dues and/or agency fees are collected. These remittances will be subject to normal accounting practice with respect to the adjustments necessary because of the methods involved in the deduction procedure. The Company remittances of Union membership dues and/or agency fees to the Union will be accompanied by a list of names of the employees for whom deductions have been made in that particular period and individual amounts deducted.
- 10.5 An employee who has executed a Check-Off Authorization Card and who resigns, or is otherwise terminated from the employ of the Company, shall be deemed to have automatically revoked his/her assignment and if he/she is recalled or reemployed, further

deductions of Union dues or agency fees will be made only upon execution and receipt of a new Check-Off Authorization Card.

- 10.6 Deduction of Union dues shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Company to collect Union dues shall not extend beyond the pay period in which the employee's last day of work occurs.

## **ARTICLE 11**

### **UNION REPRESENTATION**

11.1 The Union shall designate no more than one (1) Chief Steward and two (2) Stewards per shift. The Union shall notify the Company in writing of the selection of Stewards.

11.2 Stewards and Union officers shall not interfere with the management of the Company's business or the work of any employee, but may advise the Company of any alleged violations of the Agreement. Stewards and Union officers may not interview any employee or otherwise conduct Union-related business with any employee while such employee is on duty, nor shall any employee conduct Union-related business while on duty without permission. Company property, equipment and office facilities shall not be used to conduct any form of Union-related business without permission. Employees who violate this article will be subject to disciplinary action.

11.3 The Company will provide bulletin board space for the Union upon which Union representatives may post notices pertaining to business of the Union. The Company prior to posting shall be provided a copy all notices prior to it being posted on the bulletin board.

11.4 It shall be the responsibility of the Union to advise the Company in writing of all changes in the designation of Union Representatives and alternates.

11.5 For purposes of this section, an employee may not leave his/her post in order to perform his duties as a Union officer/steward or alternate unless adequate replacement coverage has been arranged or unless approved by the Project Manager.

## **ARTICLE 12**

### **SENIORITY**

12.1 Seniority under this Agreement shall commence with the employee's start date on the contract.

12.2 When a permanent vacancy occurs on a shift, the position will be posted on the bulletin board for a period not less than seventy- two (72) hours before the position is permanently assigned. If more than one employee request is on file, preference will be given to qualified employees with the greatest seniority. Such shift changes on request shall be limited to one per calendar year per employee. An employee temporarily transferred to another shift at the Company's request will be returned to the shift from which transferred within thirty (30) days, unless he/she agrees to remain on the new shift.

12.3 A seniority list giving name and date of employment under this Agreement shall be furnished to the Union one (1) month after signing this Agreement. A list of additions and separations will be furnished to the Union monthly as applicable. The Company will post a corrected seniority roster during the months of March and September of each year.

12.4 An employee covered by this Agreement who accepts a position outside the bargaining unit, shall retain the seniority he/she had as of the date of his promotion or transfer but shall not accrue additional seniority while so employed. If he/she is later returned to the bargaining unit, he/she will return to a job to which his/her seniority entitles him/her. If he/she does not return within six (6) months, he/she shall lose all seniority rights.

12.5 An employee who is discharged for cause, or who resigns from the service of the Company, or who transfers out of the positions covered by this Agreement, except for the provisions of paragraph 12.5 above, shall lose all seniority rights.

12.6 If a reduction in force is necessary, employees will be laid off on a reverse seniority basis. Employees laid off, if qualified, shall be considered for any existing vacancies within the Company not covered by this Agreement. Any expense incurred as a result of accepting such vacancies will be paid for by the employee.

12.7 Laid off employees shall have call back rights for a period of time equal to their length of service, but not to exceed one year. In the case of a recall, employees who have been laid off shall be notified at their last known address to report to work. The notice shall be by telegram or registered mail return receipt. In the event a former employee so notified fails to report for work within five (5) days after receipt of such notice, the employee shall forfeit his/her seniority and all reemployment rights associated therewith. However, if the employee is prevented from reporting because of sickness or an emergency involving him/herself or immediate family, or other legitimate reason, and so notifies the Company within the initial five (5) day period and presents documented proof, the employee, at the discretion of the Company, shall be allowed an additional ten (10) days in which to return to work. If he/she is unable to return at this time, he/she will be given an opportunity to return at the next opening.

12.8 An employee, who is unable to report to work because of a non-occupational injury or illness, shall continue to accumulate seniority except that he/she shall be subject to layoff according to his/her seniority. An employee who is unable to work because of illness or injury, which is occupational in origin, shall continue to accumulate seniority during the term of the disability.

12.9 In addition to the reasons outlined in Article 13, employees shall lose their seniority rights if:

- a. The employee resigns, quits or retires.
- b. The employee is discharged for just cause.

12.10 Each employee on a layoff status must notify the Company in writing, advising of any changes of address and their availability for work.

12.11 For the purpose of layoff and recall, seniority of employees hired on the same date shall be determined by the lowest of the last four digits of their social security numbers to be the most senior employee.

## ARTICLE 13

### VOLUNTARY QUILTS

13.1 An employee shall be deemed to have voluntarily quit employment with the Company and will lose his/her seniority rights if:

- a. The employee fails to report for work three (3) consecutive working days without telephoning or otherwise notifying the Company, unless there were circumstances, which would reasonably have prevented the employee from properly notifying the Company.
- b. The employee fails to report for work within forty-eight (48) hours of the beginning of his/her scheduled shift or expiration of a leave of absence without telephoning or otherwise notifying the Company, unless there were circumstances, which would reasonably have prevented the employee from properly notifying the Company.
- c. The employee accepts a position in a management or supervisory capacity with a competitor of the Company at the same time he/she is employed by the Company, or otherwise fails to report for duty as scheduled by the Company while simultaneously remaining an employee of a competitor of the Company.
- d. The employee fails to respond within five (5) days of the Company sending a notice of recall, unless there were circumstances, which would reasonably have prevented the employee from properly notifying the Company.

## ARTICLE 14

### WORKWEEK

14.1 The normal workweek shall be from 0001 hours Sunday until 2400 hours Saturday. Wages shall be paid bi-weekly on the second Friday following the end of the pay-period.

14.2 The Employer shall schedule the hours of work of Employees at least two (2) week in advance, except in circumstances beyond the Employer's control. Nothing shall preclude the Employer from scheduling employee to work ten (10) hours or twelve (12) hours shifts.

14.3 The Company will give notice of employee's regular scheduled days off. When an employee has two days or more scheduled off in the workweek, such days off will be scheduled consecutively, whenever practicable.

14.4 Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or days per week and nothing in this agreement shall be construed as a limitation upon the Company's right to schedule hours in excess of, or less than those in the normal work week.

## ARTICLE 15

### OVERTIME COMPENSATION

15.1 No overtime work shall be required or permitted except by direction of proper supervisory personnel of the Company, except in cases of emergency where prior authority cannot be

obtained. Once an employee turns in their equipment and signs out, the Company has no right to force them to stay, except in government declared emergencies.

15.2 The Company shall have the right to holdover employees until relieved and/or to require an available employee to provide coverage of the post. Whenever practical, the Company will attempt to provide two (2) hours notice to employees on duty that will be required to work overtime. Employees shall not be held over past 12 hours, unless mandated by emergency conditions.

15.3 Except as required to maintain operations, employees shall not be required to work overtime against their wishes. If required, the following will apply:

- a. Prior to requiring an employee to work overtime against their wishes, all available and qualified employees shall be given the opportunity to voluntarily work the overtime assignment.

15.4 Overtime pay will be paid at one and one-half (1 ½) times the employee's basic hourly straight time rate for all hours worked in excess of forty (40) hours in a workweek.

15.5 The payment of overtime premium pay for an hour excludes that hour from consideration for premium or overtime payment on any other basis. There shall be no pyramiding or duplication of premium or overtime pay. In the event more than one premium or overtime payment is due under this Agreement, only the higher rate shall apply.

## **ARTICLE 16**

### **GENERAL WAGE PROVISIONS**

16.1 All employees shall receive not less than the minimum wage rates as set forth in the scheduled job titles and wage rates reflected in Appendix B attached hereto and made a part hereof.

## **ARTICLE 17**

### **HOLIDAYS**

17.1 All eligible full-time employees receive 8 hours holiday pay for each of the following holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Employee's Birthday	

Holiday pay is calculated based on the employee's straight-time pay rate as of the date of the holiday.

When any of the above holidays fall on a Saturday or Sunday, the holidays will be observed on the same day that the Government observes them. In addition, any holiday declared by Presidential

Proclamation or government closure as ordered by OPM or GSA, that specifically includes contractors and the services they provide, will be observed as instituted.

17.2 In order to be paid for holiday pay, a full time employee must work the last scheduled workday preceding and the first scheduled workday following the holiday, unless the Company excuses his/her absence.

17.3 An employee scheduled to work on any of the holidays listed in paragraph 17.1 who fails to report for work shall not receive payment for that day unless his failure is occasioned by circumstances beyond his/her control, or by excused absence.

17.4 If a recognized holiday falls during an eligible employee's paid absence (such as vacation or personal leave), holiday pay will be provided instead of the paid time off benefit that would have otherwise applied.

17.5 Holiday pay shall not be used for the purpose of computing overtime.

17.6 The following provision shall govern the assignment of employees working a holiday whether it is a celebrated or actual holiday: The Company shall determine the number of employees by shift, by seniority, required to work in order to meet operational requirements.

17.7 An employee who is on lay off, or who is on a leave of absence, shall not be eligible to receive holiday pay.

17.8 An employees who works a twelve hour shift as a regular schedule and the holiday falls on their regular schedule work shift will received holiday paid equal to the amount of hours that their would have work that day.

## ARTICLE 18

### VACATIONS

18.1 Accrual of vacation is based upon vacation earned by the employee with continuous service, without a break in service, in accordance with the Service Contract Act as shown in the following schedule:

<u>Service Completed</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>	<u>Semimonthly Accrual Rate</u>
After 1 Year	2 Weeks	80 Hours	3.33 hours
After 5 Years	3 Weeks	120 Hours	5 hours
After 10 Years	4 Weeks	160 Hours	6.67 hours

The length of eligible service is calculated on the basis of a "benefit year". This is the 12 month period that begins with the employee's date of hire with the Company, in the case of incumbent employees from a predecessor contract, the employee's date of hire with the predecessor contractor (seniority date).

18.2 Vacation pay shall be computed at the employee's straight time base rate at the time of vacation, and shall be limited to those hours the employee has earned on the date of eligibility for such vacation. Vacation pay shall not be used for the purposes of computing overtime. Part-time employees' vacation benefit hours will be prorated in accordance with the Service Contract Act.

18.3 Vacation preference will be given weight by the submittal date of each request. If there is more than one vacation request submitted on the same date, preference will be given to the most senior employee.

18.5 No more than five percent of the work force may be on vacation at any time.

## **ARTICLE 19**

### **LEAVES OF ABSENCE**

19.1 Upon written request, a leave of absence without pay for a period not to exceed ten (10) days in any calendar year shall be granted to not more than four (4) employees at a time to attend Union conventions and conferences without loss of seniority rights and benefits. The Company reserves the right to disapprove such leaves of absences, or reduce the number of attendees, due to emergencies or as client/contract operations demand.

19.2 Any employee who is a member of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve, Army National Guard, Air National Guard, or any other category of persons designated by the President in time of war or emergency, may be granted leaves of absence to fulfill their uniformed services obligations. All such leaves of absence are governed by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). This law prohibits discrimination against and provides reemployment/reinstatement rights to persons who serve in the uniformed services.

19.3 Employees will receive partial pay for eighty (80) hours of uniformed service per calendar year. Any hours over eighty (80) will be unpaid. Employees may opt to use accrued paid leave time to cover any unpaid hours. When leave is completed, a Military Pay Voucher must be submitted to establish the period of uniformed service leave and military pay received. Employees will be paid the difference between their regular base pay, exclusive of premiums, and military base pay, provided regular earnings are greater.

19.4 The provision of the Family and Medical Leave Act of 1993 (FMLA), and/or the District of Columbia Family Medical Leave Act, as appropriate and as amended, will be complied with by the Union and Company. Employees will follow the Company's procedures regarding application for FMLA.

19.5 Employees may be eligible for a Leave of Absence for personal or non-FMLA related medical reasons; contract operations permitting. Employees must have completed their 90-day probationary period prior to the requested leave. The maximum amount of Leave of Absence time an employee is allowed to take is eighteen (18) weeks in a 12-month period. Any combination of non-FMLA and FMLA leave may not exceed this maximum limit. Employees will follow the Company's procedures regarding application for a Leave of Absence.

## ARTICLE 20

### DRUG AND ALCOHOL

Coastal is committed to maintaining a safe and productive work environment. The use or abuse of alcoholic beverages, controlled substances, inhalants, prescription drugs and over-the-counter medications, and the illegal use of drugs can impair performance, jeopardize safety, and expose Coastal to the risk of injury, property loss and damage.

It is the policy of Coastal to keep the work environment free from these substances and their adverse effects on job performance and safety. The company reserves the right to randomly screen any employee for violation of this policy. Random and reasonable suspicion drug testing will be conducted onsite by Supervisors using urinalysis kits. Employees who test positive will be removed from the contract (pending the outcome of an investigation) and permitted to take a second test (within 24 hours) at a Coastal-designated third party clinic/lab. If the second test reveals another positive reading OR if any employee refuses to submit to a drug test, disciplinary action will result up to and including termination of employment.

The possession, consumption, distribution, exchange, delivery, dispensation, sale or use of alcoholic beverages, controlled substances, inhalants, or the illegal use of drugs is prohibited on Coastal property, in Coastal vehicles, in personal vehicles used for business purposes, or while employees are engaged in company business.

Coastal employees are prohibited from reporting for work or working while impaired by controlled substances, drugs or inhalants, or while under the influence of alcohol.

The normal use of over-the-counter medications and the legal use of prescription drugs as ordered by a physician is not prohibited, providing such medication does not interfere with the individual's ability to perform the job. Employees taking over-the-counter medications or prescription drugs must inform their immediate supervisor before commencing work if their doctor or pharmacist indicates that the medication may impair work abilities or physical/mental faculties, or if the employee has knowledge that the medications may create such problems. Coastal supervisors will make the determination regarding whether employees can work while taking any medications. Individuals taking over-the-counter medications and/or prescription drugs must have the medication in the original container, which identifies the drug, the dosage, the prescription date and the prescribing physician. All employees must observe restrictions on the use of over-the-counter medications and prescription drugs.

Coastal reserves the right to give a drug test if an employee is injured while on the job, or to an employee who is involved in an accident, which causes bodily injury or damage to Coastal property. Any violations of this Drug and Alcohol policy will subject the employee(s) to discipline up to and including immediate termination of employment.

### ARTICLE 21 PENSION PLAN

21.1 The Employer agrees to contribute such amounts as are set forth in the Appendix C for pension benefits for its covered employees.

## ARTICLE 22

### BEREAVEMENT LEAVE

22.1 In the event of a death in the immediate family of a full-time employee, the employee will be granted bereavement leave of up to three (3) work days with pay. Bereavement pay will not be used for the purposes computing overtime and will be paid at the employee's straight-time pay rate at the time the leave was taken. For those employees having to travel 400 miles or more, the bereavement allowance is five (5) days paid leave. These three (3) or five (5) days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral, and may not be split or postponed without prior approval from the Corporate office.

For this purpose of this article, immediate family is defined as:

- Spouse
- Parents (including in-laws)/step-parents/foster parents
- Son-in-law/daughter-in-law/brother-in-law/sister-in-law
- Siblings/step-siblings
- Child/step-child/foster child
- Grandparents
- Grandchildren

After the granting such leave, the Company may require the employee to substantiate the need for the leave.

## ARTICLE 23

### PERSONAL/SICK LEAVE (PSL)

23.1 Full-time employees shall accrue 1.538 hours (40 hours per year) PSL per pay period. PSL pay will not be used for the purposes of computing overtime. PSL pay is calculated based on the employee's straight-time pay rate on the date the PSL hours are taken. Unused accrued PSL will be paid out to the Employee at the Employee's straight-time pay rate once each year..

23.1 Paid PSL may be used in minimum increments of four (4) hours. Employees may use PSL for an absence due to their own illness or injury or that of an immediate family member (See Article 22 for definition of immediate family member) or for other personal appointments or matters.

23.2 Employees unable to report to work due to illness/injury or other personal related matters must telephone the on-duty supervisor directly, each day of their absence, as far in advance as possible, but no later than three (3) hours before their scheduled arrival time regardless of whether the employee seeks PSL pay for the absence. The supervisor must be contacted each day of absence unless an exception has been made for a particular absence, and a written memo to this effect has been provided to the supervisor.

23.3 An Full-time employee who is absent due to illness or injury for three (3) consecutive work days or two (2) consecutive scheduled shifts for Part-time employees, regardless of whether the employee seeks PSL pay, shall be required to provide to the Company a physician's statement supporting the employee's absence and certifying that the employee is able to return to work. Upon reasonable request, the Company reserves the right to require a physician's statement for an

illness of any period of time. If the Company questions the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion by a physician designated by the Company, at the Company's expense. Where an employee fails to provide medical certification, or where medical certification does not support the employee's absence, the employee will not be entitled to sick pay, and may be subject to disciplinary action. An employee who does not provide medical certification that he/she is able to return to work, when required or reasonably requested, will not be permitted to return to work.

23.4 Where an employee takes leave pursuant to the Company's Family & Medical Leave Act Policy, the provisions of that policy will supersede any provisions of this Article, which may be inconsistent with said policy.

## ARTICLE 24

### HEALTH AND WELFARE

Effective in accordance with the schedule below each employee will receive the amount per hour worked per work week.

Effective Date	H&W
10/1/08-09/30/09	\$3.40

Effective Date	H&W
10/1/09-9/30/10	\$3.55

Effective Date	H&W
10/1/10-9/30/11	\$3.70

## ARTICLE 25

### UNIFORM AND UNIFORM ALLOWANCE

25.1 The Company will furnish to employees all uniform and equipment as required by the Company's contract with its client, or as deemed necessary by the Company, at no cost to the employee.

25.2 Employees shall maintain such uniforms and equipment in accordance with Company standards. A uniform maintenance allowance as stipulated in Appendix B to this Agreement will be provided to all employees.

25.3 Uniforms and equipment issued by the Company are to be worn and/or used by employees only in the performance of their assigned duties and in accordance with the Company's contract with its client. The wearing and/or use of Company issued uniforms and equipment in the course

of any other employment or activity will be cause for discipline up to and including termination of employment.

25.4 Upon termination of employment, the issued clothing and equipment shall be returned to the Company. The Union agrees that all employees, at the time of hire, shall give written authorization allowing the Employer to deduct from the employee's final paycheck the cost of all unreturned issued clothing and equipment and/or the cost of cleaning clothing not returned in a clean condition. The deduction for such missing, un-cleaned, or damaged items will be equivalent to the cost to the Company.

## **ARTICLE 26**

### **MISCELLANEOUS PROVISIONS**

26.1 Each employee covered by this Agreement will be furnished personal relief as provided in the Company's contract with its government client. Supervisory personnel normally will not perform the duties of bargaining unit employees but may, without prior notice, be temporarily assigned to cover unit work where deemed necessary by the Company. In no event shall such temporary assignment exceed five (5) days per occurrence.

26.2 The Company will comply with applicable state and federal laws concerning payment for jury duty.

26.3 Duty assignments will be rotated equitably among employees and in accordance with the shift to which they are assigned. The Company will make reasonable efforts consistent with its business needs to assign employees in such a manner to accommodate established child care arrangements or the like. Special accommodations will not be made to assist with meeting other work obligations. Assignments will be made in an unbiased manner and in accordance with seniority to the extent possible.

## **ARTICLE 27**

### **TRAINING AND QUALIFICATION**

27.1 It is the mutual responsibility of the employee and the Company to track the expiration of any certifications/qualifications required per the Company's contract with the Department of the Interior and keep each other informed of such in order to schedule required training and/or insure completion of necessary paperwork in a timely manner. The Company agrees to keep the Union apprised of employees' certification expiration dates so that the Union may assist with assuring employees' certifications remain current.

27.2 All training and associated qualifications/certifications will be conducted by the Company. Employees may not go to an outside training provider unless specifically authorized and coordinated by the Company. Any employee scheduled for training who fails to attend, will be subject to disciplinary action unless such failure to report is the result of a documented emergency circumstance.

27.3 Employees attending training presented by or coordinated at the direction of the Company will be paid their normal base hourly rate of pay, excluding shift differential, for all hours spent in said training. Overtime compensation will be in accordance with Article 15, part 15.3.

The Company shall afford employees the opportunity to have at least two (2) practice sessions prior to any formal weapons re-qualification testing. If an employee is scheduled for and fails to attend a practice session, the employee will be deemed to have forfeited one practice session unless such failure to report is the result of a documented emergency circumstance. If an employee is unable to successfully pass the weapons safety test and/or qualify with his/her contract specific weapon prior to his/her certification expiration date, the employee shall be suspended without pay. Such employee shall be reinstated after qualifying, providing such qualification takes place within thirty (30) days of his/her certification expiration date. An employee failing to successfully qualify or report for scheduled training within this thirty (30) days period (unless such failure to report is the result of a documented emergency circumstance or inability of the Company to get the training scheduled), shall be terminated. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

27.4 If an employee does not successfully complete any other government contract mandated training having specific recertification requirements prior to his/her certification expiration date, the employee shall be suspended without pay for a maximum of thirty (30) days. If the employee fails to successfully meet the recertification requirements or fails to report for scheduled training within the thirty (30) days time frame (unless such failure to report is the result of a documented emergency circumstance or inability of the Company to get the training scheduled), the employee shall be terminated. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

27.5 The Company is obligated to abide by the provisions of the government contract as it relates to training and certification issues. As such, the thirty (30) days time frame specified in 27.5. and 27.6 above is only as it relates to the employee's obligation to take the appropriate action necessary to renew his/her affected expired certification(s) before being terminated. If the employee complies within this time frame, they remain employed; however, his/her subsequent reinstatement onto the contract is specifically tied to the employee's credentials being updated and approved.

27.6 Employees scheduled for training blocks of five (5) hours or more will have an eight (8) hour break prior to having to report for such training. In no event will an employee be required to work in excess of twelve (12) hours, including training hours.

## **ARTICLE 28**

### **SEPARABILITY OF THE CONTRACT**

It is not the intent of the parties to this Agreement to violate any Federal, State or Local laws governing the subject matter contained herein. All parties who are signatory to the terms of this Agreement agree that if any provisions contained herein are finally held or determined to be illegal or void by a court of final and competent jurisdiction, the parties shall promptly enter into negotiations concerning the affected clauses for the purpose of achieving conformity with the new requirements of the applicable law. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE 29**

### **DURATION OF AGREEMENT**

Except as otherwise provided in this Article, this Agreement shall be in full force and effect from October 1, 2008, and shall remain in effect until (and including) September 30, 2011. On the first anniversary of this Agreement, either party will elect to re-open the agreement with respect to fringe benefits (including health and welfare, sick leave, uniform allowance, vacations and holidays); the applicable provisions of the Agreement shall take effect as specified in the attached Appendix. Provided, however, that the party seeking to re-open the Agreement, must notify the other party between the ninetieth (90) and sixtieth (60) day prior to the anniversary date of the Agreement. With respect to fringe benefits (including health and welfare, sick leave, uniform allowance, vacations and holidays), the applicable provisions of the Agreement shall take effect as specified in the attached Appendix.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement, this 8<sup>th</sup> day of September, 2008.

**SIGNATURE OF PARTIES**

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their duly authorized representatives.

**FOR: Coastal International Security, Inc.**

  
Director, Labor Relations

Date 9/8/08

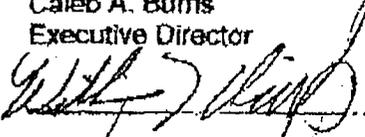


Date X

**FOR: National Association of Special Police and Security Officers (NASPSO)**

  
Caleb A. Burris  
Executive Director

Date Sept 8, 2008

  
Union Representative

Date 09/08/2008

  
Union Representative

Date 09/08/2008

## APPENDIX A

This Agreement covers the Company's operations under the  
Department of Interior Headquarters

The Union and the Company agree that any new permanent posts ordered by the Government for the localities covered by this Agreement will be adopted and covered by this Agreement.

### WAGE AND HOUR ISSUES

#### SECTION 1: WAGE SCHEDULE: The Department of Interior Headquarters

Classification	Current	10/1/08 through 09/30/09	10/1/09 through 09/30/10	10/1/10 through 9/30/11
Security Officer – Unarmed	\$15.77	\$17.50	\$18.20	\$18.93
Security Officer- Armed	\$18.00	\$20.50	\$22.14	\$23.69
Supervisor Security - Armed	\$19.78	\$22.00	\$23.76	\$25.42

Wages will be paid bi-weekly. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

#### SECTION 3: BREAK PERIODS

Employees who work 4 hours or less receive a 15 MINUTE PAID BREAK.

Employees who work more than 4 hours but less than 8 hours receive a 30 MINUTE PAID BREAK AND TWO (2) 15 MINUTE PAID BREAKS.

Employees who work a 12-hour shift receive a 30 MINUTE PAID BREAK AND THREE FIFTEEN (15) PAID BREAKS.

#### SECTION 4: LIMITATIONS ON MAN HOURS

No employee shall provide more than twelve (12) hours of service in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. The limitations on hours may be verbally waived by the Government representative in emergency situations, which are beyond the control of the Company (i.e., weather conditions that prevent the relieving shift officers from getting to the building, civil disturbances, natural disasters, emergency, etc.).

#### SECTION 5: CALL-IN PAY

An employee called in to work and who reports for duty will be guaranteed a minimum of two (2) hours of work or pay at the regular hourly rate. The provisions of Article 15, part 15.3, will apply.

**SECTION 6: UNIFORM ALLOWANCE**

A uniform maintenance allowance will be paid to each employee as follows. This allowance will not exceed forty (40) hours in any week, and will include hours worked on holidays.

Current	10/1/08 through 09/30/09	10/1/09 through 09/30/10	10/1/10 through 9/30/11
\$0.25	\$0.30	\$0.35	\$0.40

**401(K)**

In addition, all employees will receive the following 401(k) benefits, for each hour worked per week, limited to 40 hours per week.

For each eligible employee, the Company will make a separate contribution to the Company's 401(k) plan in the amount indicated above for each hour worked, limited to forty (40) hours per week.

Current	10/1/08 through 09/30/09	10/1/09 through 09/30/10	10/1/10 through 9/30/11
\$0.90	\$1.00	\$1.10	\$1.10

**FOR: Coastal International Security, Inc.**

  
Sean J. Engelin  
Director, Labor Relations

9/8/08  
Date

**FOR: National Association of Special Police and Security Officers (NASPSO)**

  
Caleb A. Burris  
Executive Director

9/8/2008  
Date

WD 05-2103 (Rev.-6) was first posted on www.wdol.gov on 06/03/2008

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Shirley F. Ebbesen	Division of	Wage Determination No.: 2005-2103
Director	Wage Determinations	Revision No.: 6
		Date Of Revision: 05/29/2008

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's  
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.25
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16
01311 - Secretary I	17.26
01312 - Secretary II	19.41
01313 - Secretary III	23.83
01320 - Service Order Dispatcher	16.10
01410 - Supply Technician	25.95
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37

05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.69
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.77
12035 - Electroneurodiagnostic Technologist	24.77
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	22.85
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	31.82
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	18.34
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.31
12280 - Phlebotomist	14.62

12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	31.24
12313 - Registered Nurse II, Specialist	31.24
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	20.40
13042 - Illustrator II	25.28
13043 - Illustrator III	30.91
13047 - Librarian	28.00
13050 - Library Aide/Clerk	13.77
13054 - Library Information Technology Systems Administrator	25.29
13058 - Library Technician	19.05
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.05
13063 - Media Specialist III	21.24
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	17.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.78
14042 - Computer Operator II	19.88
14043 - Computer Operator III	22.17
14044 - Computer Operator IV	24.64
14045 - Computer Operator V	27.28
14071 - Computer Programmer I (1)	23.12
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	17.78
14160 - Personal Computer Support Technician	24.64
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.77
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	30.88
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.22
15120 - Tutor	19.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.29
16030 - Counter Attendant	9.29
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.29
16090 - Presser, Hand	9.29
16110 - Presser, Machine, Drycleaning	9.29
16130 - Presser, Machine, Shirts	9.29
16160 - Presser, Machine, Wearing Apparel, Laundry	9.29
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.57
16250 - Washer, Machine	10.16

19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.91
21150 - Stock Clerk	15.70
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.88
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	26.56
23181 - Electronics Technician Maintenance I	22.73
23182 - Electronics Technician Maintenance II	24.13
23183 - Electronics Technician Maintenance III	25.42
23260 - Fabric Worker	18.04
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.17
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.63
23392 - Gunsmith II	19.33
23393 - Gunsmith III	21.62
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.21
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.37
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.62
23465 - Laboratory/Shelter Mechanic	20.52
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.62
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.62
23592 - Metrology Technician II	22.78
23593 - Metrology Technician III	23.89
23640 - Millwright	25.63
23710 - Office Appliance Repairer	21.63
23760 - Painter, Maintenance	20.52
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.62

23850	- Rigger	21.62
23870	- Scale Mechanic	19.33
23890	- Sheet-Metal Worker, Maintenance	21.62
23910	- Small Engine Mechanic	20.05
23931	- Telecommunications Mechanic I	27.74
23932	- Telecommunications Mechanic II	29.24
23950	- Telephone Lineman	26.38
23960	- Welder, Combination, Maintenance	21.62
23965	- Well Driller	21.62
23970	- Woodcraft Worker	21.62
23980	- Woodworker	16.63
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	11.63
24580	- Child Care Center Clerk	16.15
24610	- Chore Aide	10.00
24620	- Family Readiness And Support Services Coordinator	14.25
24630	- Homemaker	16.75
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	26.10
25040	- Sewage Plant Operator	20.23
25070	- Stationary Engineer	26.10
25190	- Ventilation Equipment Tender	18.37
25210	- Water Treatment Plant Operator	20.23
27000	- Protective Service Occupations	
27004	- Alarm Monitor	19.43
27007	- Baggage Inspector	12.66
27008	- Corrections Officer	21.30
27010	- Court Security Officer	23.26
27030	- Detection Dog Handler	19.43
27040	- Detention Officer	21.30
27070	- Firefighter	22.39
27101	- Guard I	12.66
27102	- Guard II	19.43
27131	- Police Officer I	24.58
27132	- Police Officer II	28.24
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	13.59
28042	- Carnival Equipment Repairer	14.63
28043	- Carnival Equipment Worker	9.24
28210	- Gate Attendant/Gate Tender	13.01
28310	- Lifeguard	11.59
28350	- Park Attendant (Aide)	14.56
28510	- Recreation Aide/Health Facility Attendant	10.62
28515	- Recreation Specialist	18.04
28630	- Sports Official	11.59
28690	- Swimming Pool Operator	18.21
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	22.60
29020	- Hatch Tender	22.60
29030	- Line Handler	22.60
29041	- Stevedore I	20.82
29042	- Stevedore II	23.68
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (2)	36.27
30011	- Air Traffic Control Specialist, Station (HFO) (2)	25.01
30012	- Air Traffic Control Specialist, Terminal (HFO) (2)	27.54
30021	- Archeological Technician I	17.82
30022	- Archeological Technician II	19.87
30023	- Archeological Technician III	25.95
30030	- Cartographic Technician	25.95
30040	- Civil Engineering Technician	23.78
30061	- Drafter/CAD Operator I	18.72
30062	- Drafter/CAD Operator II	20.94
30063	- Drafter/CAD Operator III	24.60
30064	- Drafter/CAD Operator IV	30.26
30081	- Engineering Technician I	20.95
30082	- Engineering Technician II	23.53

30083 - Engineering Technician III	26.31
30084 - Engineering Technician IV	32.61
30085 - Engineering Technician V	39.88
30086 - Engineering Technician VI	48.25
30090 - Environmental Technician	23.50
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	20.71
30362 - Paralegal/Legal Assistant II	25.69
30363 - Paralegal/Legal Assistant III	31.38
30364 - Paralegal/Legal Assistant IV	37.97
30390 - Photo-Optics Technician	27.33
30461 - Technical Writer I	21.27
30462 - Technical Writer II	25.98
30463 - Technical Writer III	31.44
30491 - Unexploded Ordnance (UXO) Technician I	23.05
30492 - Unexploded Ordnance (UXO) Technician II	27.89
30493 - Unexploded Ordnance (UXO) Technician III	33.43
30494 - Unexploded (UXO) Safety Escort	23.05
30495 - Unexploded (UXO) Sweep Personnel	23.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.35
30621 - Weather Observer, Senior (2)	26.38
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.50
31030 - Bus Driver	18.19
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.53
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.11
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	11.73
99310 - Mortician	29.98
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	16.51
99711 - Recycling Specialist	20.27
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	12.51
99830 - Survey Party Chief	21.61
99831 - Surveying Aide	13.43
99832 - Surveying Technician	20.54
99840 - Vending Machine Attendant	13.68
99841 - Vending Machine Repairer	17.76
99842 - Vending Machine Repairer Helper	13.68

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

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

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

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

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

6) The contractor informs the affected employees.

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

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