

2. CONTRACT NO. HSCCE3-08-A-00003 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME Todd Wanner b. TELEPHONE NUMBER (No collect calls) 215-521-2251 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE ICE/FPS/EAST 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: % FOR:  SMALL BUSINESS  EMERGING SMALL BUSINESS  
 ICE/FPS/East CCG/Region 3  
 Immigration and Customs Enforcement  
 Federal Protective Service  
 Office of Acquisition Management  
 701 Market Street, Suite 4200  
 Philadelphia PA 19106  
 NAICS:  HUBZONE SMALL BUSINESS  
 SIZE STANDARD:  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

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

15. DELIVER TO CODE As Indicated On Each Call 16. ADMINISTERED BY CODE ICE/FPS/EAST C  
 ICE/FPS/East CCG/Region 3  
 Immigration and Customs Enforcement  
 Ofc of Acquisition Management - FPS  
 701 Market Street, Suite 4200  
 Attn: <<Enter Contract Specialist>>  
 Philadelphia PA 19106

17a. CONTRACTOR/OFFEROR CODE 0064371440000 FACILITY CODE ARES GROUP INCORPORATED  
 8625C ENGLSIDE OFFICE PARK  
 ALEXANDRIA VA 223094131  
 18a. PAYMENT WILL BE MADE BY CODE As Indicated On Each Call

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This BPA issued for Armed/Unarmed Guard Services in accordance with the attached Statement of Work and Post Exhibits.  This constitutes acceptance of Ares' Group final revised quote received on September 11, 2008 in response to RFQ HSCCE3-08-Q-00002 (Guard Services throughout the State of New Jersey).  Amendments 1-5 are acknowledged and hereby incorporated into the Blanket Purchase Agreement. (Use Reverse and/or Attach Additional Sheets as Necessary)				

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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  29. AWARD OF CONTRACT REF. Quote OFFER DATED 09/11/2008, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED  
 Annmarie Bartholomeo

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This BPA will remain in effect for up to five years (October 1, 2008 - September 30, 2013). Specific periods of performance will be identified on individual call orders issued hereunder.</p> <p>It is anticipated that the first call issued against this BPA will occur within 60 days (December 1, 2008) of the BPA award date.</p> <p>Pricing is established in the following manner:</p> <p>Armed Guards (Productive and TAS)</p> <p>Base Period: \$35.81 (Dec 1 08 - Nov 30 09)</p> <p>Ordering Period 1: \$34.82 (Dec 1 09 - Nov 30 10)</p> <p>Ordering Period 2: \$34.84 (Dec 1 10 - Nov 30 11)</p> <p>Ordering Period 3: \$34.82 (Dec 1 11 - Nov 30 12)</p> <p>Ordering Period 4: \$34.80 (Dec 1 12 - Nov 30 13)</p> <p>Unarmed Guards (Productive and TAS)</p> <p>Base Period: \$29.49 (Dec 1 08 - Nov 30 09)</p> <p>Ordering Period 1: \$29.04 (Dec 1 09 - Nov 30 10)</p> <p>Ordering Period 2: \$29.03 (Dec 1 10 - Nov 30 11)</p> <p>Ordering Period 3: \$29.10 (Dec 1 11 - Nov 30 12)</p> <p>Ordering Period 4: \$28.84 (Dec 1 12 - Nov 30 13)</p> <p>Continued ...</p>				

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY _____
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print) _____
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____	41c. DATE _____
42b. RECEIVED AT (Location) _____	
42c. DATE REC'D (YYMM/DD) _____	42d. TOTAL CONTAINERS _____

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSCEE3-08-A-0C

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

ARES GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Total Potential BPA Amount (at time of award): \$12,650,305.38</p> <p>Accounting and Appropriations data will be specified on individual call orders.</p> <p>Ares' quote of September 11, 2008 is hereby incorporated via reference into the subject BPA.</p> <p>The following attached documents are hereby incorporated into the BPA:</p> <ol style="list-style-type: none"> <li>1. Statement of Work</li> <li>2. Exhibits</li> <li>3. Collective Bargaining Agreement (CBA 2008-1933)</li> </ol> <p>A Contracting Officer's Technical Representative will be appointed prior to the issuance of the first BPA call.</p> <p>Period of Performance: 10/01/2008 to 09/30/2013</p>				

## Statement of Work (SOW)- Attachment #1

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## **1. Introduction**

### **1.1 Use of Acronyms**

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

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

### **1.2 General Information**

This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS)

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

Where the Government identifies and references specific Solicitation/BPA Section numbers, that reference refers to that Section in its entirety, including every subsection

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

### **1.3 Information Regarding FPS**

FPS is the security and law enforcement component of the Department of Homeland Security, Immigration and Customs Enforcement. FPS is responsible for protecting federally owned or leased facilities. FPS's mission is to provide a safe environment in which Federal agencies conduct their business without fear of violence, crime or disorder.

Contract security guards have a crucial and highly visible role in support of FPS's mission. They are usually the first (and sometimes only) contact visitors have with the Federal community, and they are usually the first line of defense in a federally controlled facility. Visitors and federal employees perceive the contract Security Guards to be an integral part of the FPS mission. It is crucial that the Vendor ensure that their employees realize the importance of their role, and perform their duties courteously and professionally at all times.

### **C- 1.4 Introduction (BLANKET PURCHASE AGREEMENT)**

The governments intends to award a Blanket Purchase Agreement for all counties of NJ excluding the following: Union, Essex, Bergen, Hudson & Passaic counties.

## **2 Contract Transition**

### **2.1 Transition Phase –In**

A smooth and orderly transition between the Vendor and the predecessor Vendor is necessary to assure minimum disruption to vital Vendor services and Government activities.

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

The Vendor shall provide a transition plan with 5 working days after BPA award. The transition plan shall include:

A strategy for implementing supervisory functions,

The process for transitioning predecessor employees,

Equipment inventory (radio & phone) and maintenance plan,

Weapons Inventory and employee assignment

Communication plan

Relief and break plan

A plan for establishing a reserve force and the current status of staffing levels,

A progress report on obtaining permits, licenses, and registrations,

A status report on submitting applications for personnel clearances,

A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels

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

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

The vendor shall provide a list with the total number of employees performing on the BPA with any applicable suitability and certification expiration dates when requested by the CO in preparation for a new solicitation for follow-on services. Prior to BPA expiration and after a follow-on BPA is awarded; the Vendor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor vendor.

After a new BPA is awarded, the vendor shall disclose necessary personnel records sufficient to allow the successor vendor to conduct interviews for possible transition (if the vendor is not awarded the successor BPA). These records shall be provided to the successor at least 45 days prior to date of BPA expiration. If any incumbent employees are selected by the successor and are agreeable to the change, the incumbent vendor should cooperate to grant the employees release at a mutually agreed date.

As part of the closeout process, the vendor shall, within 30 days of the final day of performance, turn over all incumbent officer training, medical, suitability and security records to the COTR / Inspector as stated in paragraph 19A, 1 thru 17. Failure to do so shall result in a 10% withholding of final payment until this action is accomplished.



**ATTACHMENT #6**

**PRICING SCHEDULE**

**01. DESCRIPTION OF SERVICES**

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

**02. ESTIMATED QUANTITIES**

**A. Estimated Quantities for the State of New Jersey**

1. The **estimated** annual quantities for providing professional security services under the BPA are as follows:

Basic armed guard services:.....53,357 hours  
Basic unarmed guard services:.....22,500 hours  
Temporary Additional armed guard services:..... 175 hours  
Temporary Additional unarmed guard services:..... 25 hours

2. **Exhibit 1** is a listing of locations anticipated for coverage at the time of solicitation. Locations may be added or deleted via modification during the course of the BPA.

**03. PRICES**

**A. Pricing Required for All Services and Performance Periods**

Contractors **must** quote prices for all services required during the Base Year, as well as for each ordering period, in order to be considered for award. Contractors submitting partial pricing information shall be ineligible for award.

**B. Department of Labor Wage Determination for the State of New Jersey**

### **2.3 Conferences and Meetings**

Immediately after award of the BPA and prior to the vendor's performance at the work site(s), the CO shall notify the vendor, and the Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total BPA requirements and a review of the vendor's Transition Plan.

During the start up and performance of the task call, the COTR and the vendor shall meet at least monthly to discuss all relevant contract issues. The COTR or Inspector will inspect 10% of the guard personnel records for completeness, certification validation & CERT data base correctness. The vendor shall submit the written minutes of these meetings to the COTR. Should the Government not concur with the minutes, the Government shall state in writing to the vendor any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the minutes in the BPA file. A mutual effort will be made to resolve all problems identified.

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

The vendor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. The vendor shall possess ALL licenses required to perform services in the State of New Jersey.

The applicable licensing authorities that are known to the Government at this time are:

New Jersey State Police  
Department of Law & Public Safety, Special and Technical Services  
PO Box 7068  
West Trenton, NJ 08628

Tel # 609-882-2000

[http://njsp.org/about/pdet\\_rules.html](http://njsp.org/about/pdet_rules.html)

Internet information concerning NJ Security Officers Registration Act (SORA) below

<http://www.state.nj.us/njsp/info/pdf/pdet/sora-faq.pdf>

The Vendor must verify and comply with all Federal, State, and Local requirements, whether listed here or not.

Prior to commencement of work under this BPA, and except where precluded by local law or ordinance, the vendor shall make and complete all arrangements with the appropriate officials in the state or local jurisdiction in which the services are to be performed to:

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 BPA prior to performing any work under this BPA. The vendor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual vendor employees) to the CO prior to the BPA start date and provide any revised licenses or permits during the BPA term.

Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing armed guard services specified under this BPA.

Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes.

The vendor shall complete and certify a written record that shows names and issue dates for each vendor employee having each and all legally required licenses, permits, and certifications. This written vendor certification shall state that all legal requirements have been fulfilled prior to the commencement of any BPA work. The vendor shall provide an updated record to the Government monthly (CERTS Spreadsheet) to the CO or COTR. The vendor shall not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications.

Failure by the Vendor to obtain all required licenses as of the BPA start date will be grounds for termination for default.

The vendor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the term of the BPA. The costs associated with this requirement must be factored into the vendor's hourly rate, as they will not be itemized or paid for separately by the Government.

Where vendor employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the vendor shall reimburse the employee for all costs and fees associated with obtaining the required license/permit.

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

All armed guards shall carry permit or proper state certification to carry weapons off site. Guards must have the ability to travel to and from their duty station with their weapons

The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request, at any time, during the duration of this BPA.

Failure by the vendor to maintain valid licenses and permits will be cause for the Government to take contractual actions, up to and including termination for default.

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

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

The vendor shall not employ illegal or undocumented aliens as guards for this BPA. The vendor shall expressly incorporate this provision into all subcontracts or subordinate agreements issued in support of this BPA.

To be eligible to perform under this BPA, all uniformed vendor employees must meet, to the satisfaction of the CO and COTR, the following requirements:

Be a citizen of the United States of America.

Have a Social Security Card issued and approved by the Social Security Administration.

Be at least 21 years of age. While there is no limit as to the maximum age of security guards, all security guards must be able to withstand the physical demands of the job and must be capable of responding to emergencies. At the request of the COTR, the CO may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.

Possess, at a minimum, either a high school diploma or a GED equivalency certificate.

Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual security guards may be an asset to the Vendor.

And meet *one* of the following experience/education requirements:

Three years of security experience within the past five years; or

An Associate's Degree in a related field and at least one year of experience; or

Three years of military or National Guard (active duty or reserve) experience; or

Successful completion of Police Officer's Standard Training (POST) course; or

Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework related in the field).

Prior to working under the BPA, every supervisor and guard must possess a valid FPS certification card, ICE form 78-3527. The FPS certification card, ICE form 78-3527 is evidence that the guard has:

Received a Preliminary favorable adjudication from FPS;  
Passed the medical examination and drug test;  
Completed the required training;  
Passed the required examination(s);  
And meets all other qualification criteria to be an FPS Contract security guard.

## **5 Quality Control**

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

The vendor shall provide a detailed Quality Control Plan within 15 days of BPA award. The vendor's Quality Control Plan shall include, but not be limited to, the following areas:

Identification of the Quality Control Monitor(s) assigned and includes evidence of their qualifications.

A description of the type, level, and frequency of inspections performed by the vendor's Quality Control Monitors. Inspections shall be conducted by the Quality Control Monitor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the vendor. While the vendor may perform more inspections than are required in the Quality Control Plan, in no event shall the vendor perform fewer inspections than required by that Plan. Quality Control Inspection Check Lists which include, as a minimum, checks of: equipment, uniform and appearance; attendance; sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall BPA performance.

A description of the vendor's employee reward/incentive program and the vendor's discipline procedures, used when the vendor's Quality Control Monitors or the Government notes superior or deficient performance.

Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this BPA.

Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file with the Vendor for all inspections made during the entire BPA period. The vendor shall make those reports available upon request during the monthly COTR / Inspector meetings.



The vendor shall brief the COTR of any serious problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem.

If the vendor's performance indicates that additional quality control measures are needed, the CO and COTR will meet with the vendor to discuss the vendor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the vendor take additional steps to improve both the overall performance of the BPA and adherence to their Quality Control Plan.

The Government shall consider the vendor's adherence to their stated Quality Control Plan during annual performance evaluations. Failure by the Vendor to adhere to their stated Quality Control Plan may result in contractual actions being taken by the Government.

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

The Government shall use all methods deemed necessary to ensure that the vendor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the security guards' actions; and surveys of building tenants regarding the security guards' performance, including the security guards' professionalism, courtesy, and knowledge of their assigned duties.

In the event a serious breach of assigned duty by the vendor's employee(s) is identified during a quality control exercise, the CO and/or COTR shall immediately contact the vendor to discuss the Government's findings and the steps the vendor will take to correct the problem(s).

The Government may assess price deductions for services not rendered according to the provisions of this Contact.

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

### **6.1 Order of Precedence**

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

The BPA, including the calls,

The Post Orders;

The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);

Security Guard Information Manual (SGIM)



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

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

Security guards shall perform all tasks in accordance with the duties outlined on the Security Guard Post Assignment Record (Post Orders), which are prepared by FPS for all shifts on each post. The Post Orders define the specific duties that the contract security guards are to perform. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the COTR. The COTR / Inspector may modify, amend, and/or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the BPA scope has no impact on the BPA cost. Such changes shall not require modification to the call or BPA.

Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the vendor's cost or the BPA price, must be made by the CO through a written modification to the BPA or task call. The vendor may be financially liable for accepting or implementing changes by anyone other than the CO; therefore, the vendor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a BPA or call modification.

## **6.3 Typical Duties**

Security guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have the Post Orders and an Officer's Duty Book.

No employee of the vendor shall provide more than twelve (12) hours of combined service on any one or multiple BPAs administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

Security guards must be thoroughly familiar with the Post Orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with Post Orders.

Off-going guards shall provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.

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

Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security guard shall be familiar with each tenant Agency's name and the locations within

the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information to any visitor upon request.

Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the Post Orders.

Security guards shall be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.

Security guards shall answer questions and provide directions to visitors and building tenants.

Security guards shall process visitors as directed in the Post Orders by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are presented for appropriate personnel and package screening. Security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders.

Security guards shall perform package inspection when and as directed by the Post Orders, or as directed by the COTR in the event of an emergency or an elevated security posture. The Post Orders will describe the type of inspection required. These inspections may be conducted using automated technology or by manual, or visual surveillance. Admittance shall be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.

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

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

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

Security guards shall conduct patrols in accordance with routes and schedules established in the Post Orders and shall observe, detect, report, and respond to all suspected or apparent security violations. Roving security guards shall be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.

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

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

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

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

Based on the Post Orders and coordination with the COTR, security guards will be responsible for receiving and using keys and access control devices (i.e., "key cards," lock combinations) that are issued for the guards' use. Keys and access control devices shall be safeguarded and secured as sensitive assets as directed by Post Orders. All keys and access control devices are the property of the Government and are to be returned to the issuing agency at the termination of the BPA.

Security guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the FPS MegaCenter, the COTR, and the security guard's supervisor as soon as the security guard detects the loss or the problem. Facility and equipment keys and cards are not to be duplicated unless approved and issued by the COTR / Inspector.

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

Security guards shall monitor and operate building fire alarm, environmental and intrusion detection systems, closed circuit television systems, automated access control systems, package and personnel screening systems, communications systems, and other protection devices or building equipment located on or near the post, in accordance with the Post Orders.

When an alarm sounds, the security guard shall immediately report and record the incident as required by the Post Orders.

Security guards shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems.

Security guards shall immediately notify their supervisor, the COTR, and the FPS MegaCenter if any of the systems under their control malfunction, fail completely, or otherwise need maintenance.

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

Security guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Post Orders.

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

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

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

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

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



### **6.3.9 Unauthorized Access**

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

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

In accordance with procedures in the Post Orders, security guards shall immediately report all potentially hazardous conditions and items in need of repair, such as inoperative lights, locks, security hardware, leaky faucets, toilet stoppages, broken or slippery floor surfaces, blocked emergency routes or exits.

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

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

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

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

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

Security guards shall prepare and maintain required reports in accordance with the Post Orders regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the COTR.

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

Security guards may be required to testify in various judicial proceedings on behalf of the Government. Security guards shall coordinate all BPA-related court appearances with the COTR and the vendors' project manager. BPA-related court testimony on behalf of the Government shall take priority over all other vendor-scheduled duties. Security guards who are required to make a court appearance shall be remunerated by the vendor at the same hourly rate they would earn while on duty, and the Government shall in turn remunerate the Vendor. The vendor shall be required to invoice for the actual hours the security guard spent at court (including transit times from the duty station to the court), whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying security guard may be required). Unless otherwise required by the COTR, vendor employees who are scheduled to testify on behalf of the Government shall appear for court testimony in full uniform, but without weapons/firearms.

If the guard is required for court and is not subpoenaed, the COTR / Inspector can request the guard's presence, only if approved by the local US Attorney. The COTR / Inspector will advise in writing to the vendor that the guard is needed and the vendor will follow the steps outlined in paragraph 3 above.

The vendor shall provide qualified security guards to fulfill post requirements affected by vendor employees testifying on behalf of the Government.

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

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

#### **6.3-15      Emergencies**

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



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

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

### **6.4 Contract Security Guard Sign In and Sign Out**

The vendor's employees shall sign-in when reporting for work and shall sign-out when leaving using the DHS Form 139 "Record of Time of Arrival and Departure from Building". Security guards who patrol between buildings will sign in and out at each building visited. The Government shall specify the on-site registration points and the Vendor must use those points for this purpose. Vendor employees working on TAS/SAS posts will record "TAS/SAS" in the "Col. f" Purpose of Visit. Relief security guards shall sign in and out at each post and indicate Relief in RED in Col. F. Visiting supervisors are required to sign in red and will write SUPV in COL F. Black ink will only be used for guards who are in the productive role.

Each successively lower line on the Form 139 must be completed in chronological order without exception. Lines may not be left blank among signatures in any period. No more than one line may be used to enter a calendar date for separating individual workdays.

Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be credited for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the Form 139, the vendor employee should draw a single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheet's) will be used to record all information in the correct manner. The Vendor must attach a detailed memorandum of explanation to each Form 139 containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes.

The vendor may retain a copy of the Form 139. Original Form 139's are the property of the COTR / Inspector who will pick up the forms for monthly auditing. .

No employee of the vendor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

Reduction at Post -- In the event that posted guards are released due to weather closures or similar unforeseen occurrences, payment will be for the lesser of two hours or the post period balance, in addition to the services provided prior to the closure.

## 7 Key Personnel

A. Under this BPA, the Contract Manager, Supervisors, Quality Control Monitors and Training Instructors are designated as "key personnel." The vendor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed Key Personnel meet the requirements listed below. ~~These resumes should be submitted to the COTR for concurrence and CO approval.~~ If the proposed Key Personnel do not meet the requirements, the vendor shall attach a written waiver request that will cite both the areas where the proposed Key Personnel do not meet the requirements and a statement by the vendor explaining why the vendor considers the proposed Key Personnel to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Key Personnel possesses the ability to effectively manage, supervise, or train security guards in a security guard contract of the size and scope described in this BPA/Task call.

### 7.1 Contract Manager (CM)

**The CM will have office space located in the State of New Jersey within 20 miles of the: Mitchell H. Cohen Courthouse & Post Office, 400 Cooper St., Camden, NJ . The space will be commercial, no less than 400 Sq feet, have on site bathroom facilities, sufficient furniture for hold training classes, file cabinets to hold guard certification folders and the space will be clearly marked with the company's name and logo at the entrance.**

The COTR will visit and approve the site prior to contract commencement.

The Contract Manager (CM) position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.

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

C. The CM shall have complete authority to act for the Vendor during the term of the Task call. The duties of the CM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the BPA/task call or any other guard Contract/task call administered by FPS. The CM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Vendor. The CM will have the overall responsibility for implementing, monitoring, and upgrading the vendor's quality control plan and is

responsible for ensuring that the vendor's work force complies at all times with the BPA requirements.

D. The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within one (1) hour.

E. The vendor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the BPA.

F. The CM is a salaried managerial position not specifically required in the line item(s) identified in this SOW, therefore, the vendor shall factor all costs associated with providing a CM into its offering prices (e.g., overhead/G&A).

## 7.2 Supervisor

Each supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Vendor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the vendor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the vendor on a day-to-day basis at the work site.

The vendor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the BPA.

The vendor shall provide the level of supervision sufficient to meet the BPA requirements.

All supervisors shall be required to sign the Form 139 upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Purpose of Visit", Col. F, the supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this BPA.

Supervisors can not provide supervision and a break / relief at the same time

All costs associated with the vendor's supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after BPA award.

## **8 Work Scheduling Procedures**

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

## **9 Contract Guard Labor Category**

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

## **10 BPA Effort Required**

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

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

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

A. Specific hours of supervision will not be required under this to BPA. Instead, the vendor shall be responsible for providing a level of supervision sufficient to ensure effective performance by the productive security guards over the course of this BPA..

B. In the event that the Government determines that the supervision provided by the vendor is insufficient to effectively manage the security guards, the Government and vendor shall meet to discuss the vendor's Supervision plan and ways in which the vendor's performance can be improved, ~~at no additional cost to the government.~~

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

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

The Government strongly recommends that the vendor maintain a reserve force equivalent to at least 10% of the existing security guard force at any given time.



The vendor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after BPA award.

## **11 Training**

### **11.1 General**

All security guards and uniformed supervisors working under this BPA must complete the required training and pass the required written examination. Vendor security guards and uniformed supervisors who worked under the predecessor BPA must maintain valid certifications and suitability. All newly hired vendor security guards with no prior experience under the predecessor or other current FPS security guard service Contract must take the following training and pass the written examination prior to working under this BPA.

The Vendor shall be responsible for providing the CO and COTR a copy of its Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after award of the BPA. The vendor shall notify the COTR of any changes to the proposed Training and Qualifications Schedule not less than 10 calendar days before the date of the training session.

The Vendor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations & weapons qualifications. Government firearms monitoring, testing and training will take place Monday through Friday excluding Sat. Sun. & Holidays or on a mutually acceptable date and time of the COTR / Inspector.

The vendor shall also bear all costs and responsibilities related to their employees' attendance at the training and examinations, including all expenses for transportation, lodging, and meals (as may be necessary). The vendor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the offering price, as they will not be itemized or paid for separately by the Government after BPA award.

The CO, COTR, or any FPS personnel shall be allowed to observe any training and qualifying sessions sponsored or provided by the vendor without any advance notice. The purpose of such observation is to ensure that the vendor is adhering to the training syllabus and is complying with the stated training requirements defined in this BPA. Vendors will submit to the COTR / Inspector a training schedule (location and subject matter) 7 days in advance of the training.

### **11.2 Training Requirements by Position**

This subsection details the training requirements that must be successfully completed by all uniformed vendor employees. Training certifications are required for individual

vendor employees. The vendor shall maintain copies of all training certification in its personnel files and provide copies to the CO or COTR immediately upon request.

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

A. All productive and supervisory security guards working under this BPA must complete and pass contractor training prior to working on this contract. The Government will provide to the vendor one copy of the Security Guard Information Manual (SGIM). The vendor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. The SGIM shall be provided to vendor's employees on the first day of their basic training course.

B. "One-time only" courses are defined as courses that, if the employee successfully completes, do not have to be taken again during the BPA term. One-time only courses are (1) Vendor Basic and supervisory training; (2) FPS Basic training; (3) the written exam., FPS Magnetometer / X-Ray training. However, additional training may be required on Magnetometer/x-ray if or when the equipment or technology is changed or failure of a guard during an FPS penetration test. The training certifications are transferable to other FPS security guard service contracts, provided that the Vendor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor contract.

C. Each vendor employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date.

### **11.2-2 Supervisors**

All uniformed supervisors working under this BPA must successfully complete all training established for productive security guards including x-ray and magnetometer training. In addition, supervisors must complete nine hours of supervisory training based on a vendor-provided Supervisory Training Manual. Following completion of basic training, the supervisors will be required to take and pass the basic written examination.

Supervisors shall not be permitted to work under this BPA without having passed the basic training, written examination for basic training, the basic firearms course, firearms practical qualification, and the vendor Supervisory Training.

### **11.3 Written Examination**

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



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

If a Contract employee does not pass the examination on the first attempt, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to pass the written examination. If the Contract employee fails after the second attempt, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. If a Contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. After the one (1) year suspension period has expired, the guard is considered a new hire.

No waivers shall be granted regarding the testing policies and procedures.

#### **11.4 Weapons Training and Qualification – 9 MM Semi-Automatic**

Firearms qualifications will be monitored by an FPS COTR / Inspector. Qualification not monitored by an FPS official will not be deemed acceptable for the purpose of this BPA.

The Vendor is responsible for providing forty (40) hours of weapons training prior to sending the Contract employees to a firing range for the initial range qualification test session. Of the forty hours, thirty-two (32) hours will be actual training/shooting time on a firing range.

The Vendor employee must carry the same weapon, identified by its serial number, with which they qualify on the firing range. The Contract employee must qualify using their duty ammunition.

For the purposes of this BPA, the Government requires that each Contract employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training. The Vendor shall factor into the offering price the cost of ammunition. Ammunition shall not be itemized or paid for separately by the Government.

Each firearms qualification "session" consists of no more than two (2) attempts to qualify. If unsuccessful, the second attempt must be completed immediately after the first attempt. A qualifying score is 80% or better. *See Exhibit 4E.* If the contract employee fails to qualify during the first session, the employee must receive 8 hours of remedial training, to include classroom and range time before attempting to qualify at a second qualification session. The Vendor is responsible in determining what training the employee will need to complete in order to successfully qualify. After failing the second

qualification session, firearms qualification may not be attempted for a period of six (6) months. The Vendor shall document the employee's file with any and all remedial training given to enable the employee to pass the firearms course. The Government shall not be liable for compensating the Vendor for any additional expenses or costs incurred by the Vendor to enable Contract employees to annually re-qualify on the course.

Any Contract employee who has successfully completed a 40 hour firearms course under a predecessor FPS Contract may be exempted from the 40 hours of firearms training, provided the Vendor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or firearms certification) that such training was successfully completed. The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. Prior successful training completion by the Contract employee shall not exempt the Contract employee from the annual range qualification requirements.

If the weapon platform required under this BPA is different from the guard's previous qualification, the Vendor is responsible for providing adequate weapon transition training. The training plan shall include a weapons transition-training plan, if applicable.

Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) shall be conducted using current FPS targets only. The Vendor shall furnish an adequate supply of targets for weapons qualifications (ICE QT). Targets shall have a cardboard backing of equal or greater size than the target itself. If the target is non-turning a shot timer shall be used. The Vendor shall factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after BPA award.

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

A. The Vendor shall ensure that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical firearms course annually. Any guard attempting annual re-qualification who fails to re-qualify is no longer certified to carry a weapon and shall not be permitted to work on an armed post. The costs of such preparations should be factored into the offering prices, as it will not be itemized or paid for separately by the Government.

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

C. The Vendor shall provide the necessary weapons and ammunition for training and qualifications. The vendor shall provide a list of serial numbers of Vendor-provided firearms and the guards assigned to each weapon for qualifications 48 hours prior to scheduled training and qualification to the FPS COTR / Inspector. All Vendor-provided weapons used for qualifications of Contract employees shall be inspected and approved

by the vendors firearms instructor prior to use on any firing range. No Contract employee shall have in their possession any ammunition for firearms at any time. The Vendor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

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

Notwithstanding the minimum age requirement cited elsewhere in the Statement of Work, the Vendor must follow Federal, state and/or local licensing requirements for Contract employees. In most areas the minimum age requirements for armed security guard personnel is twenty-one (21) years of age.

In the event that there is a legal licensing requirement regarding the minimum age for a security guard, that requirement shall take precedence over the BPA's stated acceptable minimum age.

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

All Contract employees must receive FPS-specific training. The COTR and the Vendor will schedule the site(s) and date(s) of the training session(s) after the award of the BPA and prior to the BPA start date. See Exhibit 4C.

Security guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Vendor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

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

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

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

Any Contract employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this BPA.

The Vendor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all employees assigned to work under this BPA. CPR and AED training and certification must include adult, youth, and infant training modules. Training certification shall be valid for the period of one year. Prior to the expiration of the CPR and AED certification, the Contract employee must become

re-certified. Recertification training shall be a minimum of 8 hours and cover adult, youth, and infant CPR procedures as well as AED procedures. The Government requires that each CPR/AED course MUST provide practical training (e.g., on "dummies") on resuscitation techniques based on Red Cross or American Heart Association techniques. If the Vendor is uncertain as to whether a training provider is acceptable, the COTR will provide advice and guidance to the Vendor as to which training provider(s) are acceptable.

Upon expiration of the First Aid certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.

A post is considered "open" if manned by unqualified contract employees.

### **11.9 Other Special Training**

The Vendor is responsible for providing any training required by state or local jurisdictions pertaining to the use or carriage of any lethal or less-than-lethal weapons (i.e. expandable or straight police baton, sprays), equipment, or devices required in this Task call.

In certain cases, the Vendor's employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided when the requirement arises. The Vendor will be required to schedule the training, to compensate all security guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress.

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

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

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

The Vendor shall schedule and coordinate Government provided training and testing with the COTR / Inspector. Government training can only be scheduled after BPA award.

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

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



### **11.13 Training Waivers**

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

The training and testing requirements shall not be permanently waived.

## **12 Medical and Physical Qualifications**

### **12.1 General**

The Vendor shall ensure all uniformed employees working under the BPA meet the medical requirements described in the following sections. The Government will not grant any waivers of the medical standards.

The Vendor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with any reasonable accommodation. If one of the Vendor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Vendor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.

The Vendor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act of 1973 (29 U.S.C. -2.2)

### **12.2 Medical Standards**

The Vendor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Vendor shall ensure that all of its uniformed employees meet the medical standards set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78.



The Vendor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the BPA. All guards (productive and supervisory) must meet the health certification requirements listed in the SF 78. The Vendor shall submit a completed SF 78 for each employee to the COTR prior to any Contract employee being permitted to work under the Contract.

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

All Contract employees must meet the following medical standards:

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

**Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels. Use of a hearing aid is authorized.

**Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.

**Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.

**Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.

**Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.

**Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.

**Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.

**Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.

**Hematology System:** Any hematological condition that is characterized as chronic has caused a hematological crisis, or adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.

**Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.

**Psychiatric Disorders:** Any disorder that affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.

**Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.

**Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.

**Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

### **12.3 Physical Demands**

Contract employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:

Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.

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).

Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.

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.

Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.

Ability to read post assignments, writes reports, and responds to both routine and emergency dispatches/orders.

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

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.).

Individuals deemed incapable of performing the above tasks or functions will be removed from the BPA upon the CO's request.

The Vendor shall be responsible for encouraging and promoting employees assigned to this BPA to maintain an ongoing and regular program of physical fitness, at no cost to the Government.

#### 12.4 Initial and Recurring Screening for Illegal Drugs

As part of the medical examination, (every 3 years) all Contract employees must submit to an initial urine drug screening that tests for the following five (5) substances at the following cutoff levels (nanogram per milliliter, ng/ mL):

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

The Vendor will perform random drug screening of 5% of the guard force assigned to this BPA over a 12- month period. Contract Security Guards must resubmit to a urine drug screening upon renewal of physical forms every three years.

Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's (SAMHSA) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." These guidelines can be accessed via the Internet at:

[www.health.org/GDLNS-94.htm](http://www.health.org/GDLNS-94.htm) or at: <http://wmcare.samhsa.gov>.<sup>1</sup> The Vendor is strongly urged to use one of the laboratories listed on SAMHSA's "Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies," which is accessible via the Internet at:

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

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

The presence of a positive reading for *any* of the above substances over the designated cutoff level for that substance shall automatically disqualify an applicant from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period of time (from several hours to several days), the Vendor *shall not* permit any applicant to take multiple tests in order to receive an acceptable reading.

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



The Vendor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each Contract employee. All costs must be factored into the offering prices.

### **12.5 Government Requested Screening**

The CO or COTR shall have the express right to request targeted urine drug screenings where there is a reasonable belief by the Government that the Contract employee(s) may be under the influence of or using illegal substances. Targeted screenings shall be conducted in a similar fashion to random screenings, with the exception that the CO will advise the CM in writing that s/he requests a drug screening of a specific security guard. Once the written request is received, the CM shall arrange for the test to be conducted as soon as possible, but not later than three working days. The Vendor shall pay the Contract employee the normal hourly rate/salary for all time associated with taking the screening. Each screening shall follow the guidelines described in paragraph 15.4 above.

Contract employees who undergo targeted urine drug screenings may continue working under the BPA until the results have been provided to the Vendor. In the event that the results of any urine drug screening are negative, the Government shall bear the expense of the screening. This does not apply to the pre-employment urine drug screening. In the event that the results are positive, the Vendor shall immediately remove the Contract employee(s) with a positive reading from the BPA and immediately inform the COTR and CO of the result and the employee's removal from the BPA. Additionally, the Vendor shall bear all the expenses relating to the test for the employee(s) with the positive reading.

Any Contract employee who undergoes either a random or targeted urine drug screening and tests positive for any of the substances shown above shall be permanently disqualified from working under this or any other FPS security guard services BPA. Since most drugs are metabolized within a short period, the affected Contract employee *shall not* be authorized to take additional tests to achieve an acceptable reading.

### **13 Conduct of Vendor Personnel**

A. In accordance with the SGIM, the Vendor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The COTR may recommend to the CO that the vendor immediately remove any employee from any or all locations where the vendor has contracts with the FPS if the employee is not maintaining satisfactory performance in accordance with the BPA or the SGIM. Additionally, the employee may be removed if he/she has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The CO will make all determinations regarding the removal of any



employee from any or all locations where the vendor has contracts with the Federal Protective Service. In the event of a dispute, the CO will make the final determination. Specific reasons for removal of an employee will be provided to the Vendor in writing.

Notification of Arrest: Guards working under this BPA shall notify the vendor within 12 hours of their arrest. The vendor will notify the COTR within 12 hours of the guard's notification. Failure of the guard to make notification may result in a request of removal from this BPA.

#### **14 Vendor Employee Reinstatements**

When the Government takes action that may impact upon the suitability or work fitness status of a vendor employee, the vendor may appeal the decision to the CO.

If the CO made the initial decision, a senior manager within the FPS Regional Office or headquarters Security and Law Enforcement Division will review the appeal. The appeal decision will be provided to the Vendor in writing with a brief explanation of the decision to uphold or reverse the CO's decision.

While the appeal is being considered, the employee shall not work under this BPA.

#### **15 Government and Vendor Furnished Property**

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

The vendor shall be provided and shall use or operate in a responsible manner Government furnished property deemed necessary by the Government to aid the Vendor in the performance of work. The Vendor is solely responsible for the care and accountability of all Government provided equipment in accordance with the terms and conditions of this BPA.

The Vendor shall provide an inventory of Government furnished property (GFP) on a monthly basis. The inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment.

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

Government property shall be used for official Government business only in the performance of this BPA. The vendor or the vendor's employees shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor. The vendor shall reimburse the Government for expenses associated with misuse or abuse of Government furnished property or equipment by the Vendor's employees.

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

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

All property furnished by the Government under this BPA shall remain the property of the Government. Upon termination or conclusion of the BPA, the vendor shall render an accounting of all such property that has come into their possession during the course of the BPA. A Government property receipt form will be used for the vendor to acknowledge the receipt of all Government-issued property.

Any property furnished by the Government to fulfill BPA requirements, which is lost or damaged resulting from improper use or negligence by the vendor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be deducted from the vendor's payment. Additionally, the vendor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the vendor's employees. Vendor employees who misuse, willfully damage, or willfully destroy Government property may be removed from the BPA and may face further penalties as deemed necessary by the Government.

Unless otherwise specified, the Government is responsible for the repair and maintenance of Government furnished property. The vendor is responsible for the timely reporting, as identified herein, to the COTR of any property deficiencies or losses. The vendor shall identify loss or damage to Government-furnished property to the COTR as soon as possible, but not later than 24 hours after discovery by the vendor. To ensure timely discovery and reporting, the vendor shall perform monthly inventories of all Government-furnished property. Inventory reports shall be in writing using a Government form or format approved by the COTR.

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

The vendor shall take all reasonable precautions, as directed by the Government or, in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.

If the work under this BPA requires that the vendor's employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the vendor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for his/her own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default.

Additionally, the Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

## **15.2 Vendor Furnished Property**

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

The vendor shall furnish and maintain in acceptable condition, at no cost to vendor's employees, all items of uniform and equipment necessary to perform work required by the BPA (including each call issued under this BPA). The vendor is solely responsible for the quality and performance of all Vendor-provided equipment used in performance of this BPA.

The vendor shall provide an inventory of Vendor Furnished Property (CFP) on a quarterly basis. The inventory shall include all vendor furnished equipment, uniforms, and non-expendable supplementary equipment.

### **15.2-2 Equipment Plan**

The vendor will be required to furnish some or all of the types of equipment described herein.

Communications equipment. The vendor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies. The Government may identify the radio frequencies to be used by the vendor. The vendor must ensure useful availability of all vendor furnished communications equipment on a continuous basis. The vendor shall immediately provide fully operational substitute communications equipment in the event any equipment is temporarily inoperable.

All facilities with one (1) guard post require a mobile communication device that has the ability to communicate directly with a 911 operator, local inspector and the FPS Mega center. In addition, facilities with multiple posts / guards are required to have the ability to communicate guard to guard.

Vehicles. The vendor shall obtain all applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for the operation of vehicles. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Vendor.

Firearms, ammunition, and less-than-lethal weapons: Modifications to firearm mechanisms must comply with manufacturers' specifications and requirements. Ammunition must be acquired from a commercial source.

Firearms shall be furnished by the vendor to equip each armed guard and supervisor with their own individually assigned firearm. Firearms shall be issued to each individual and not to the post(s) to which they are assigned. All weapons must be new (not used or refurbished) and the property of the vendor

The vendor shall obtain all applicable permits, licenses, and registrations in accordance with applicable Federal, state and local laws for the acquisition, carriage, and use of firearms and ammunition. All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the vendor.

The vendor shall provide all training for primary and any additional or intermediate weapons used under the BPA.

**Unless stipulated otherwise in a call, no firearms or ammunition shall be stored on the premises. All firearms shall be stored off site. The vendor and their employees will take all necessary precaution to secure company weapons, per state and local requirements**

The amount and type of ammunition, including additional rounds for contingency: The additional ammunition shall be provided, stored, and secured by the vendor. Old duty ammunition will be periodically rotated with new ammunition.

The vendor employee shall inspect his/her issued firearm at the commencement of each tour of duty. Each firearm shall be cleaned and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition. All firearms will be loaded with approved ammunition, including one round in the chamber prior to the security guard's tour of duty.

The vendor shall provide a list of serial numbers of firearms issued to the guards to the COTR prior to the BPA performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change.

### **15.2-3      Uniforms**

As specified in Exhibit 2C, the vendor will be required to furnish some or all of the types of uniform items. The cost of uniform items shall be factored into the BPA price.

The vendor's security guard force uniforms shall be a color and style in general use by large security guard or security organizations and shall be readily distinguishable from those of state, local, and FPS law enforcement personnel. All security guards performing under this BPA shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.

~~SPECIAL NOTE: All guards assigned to the Burlington Depot are required to wear safety goggles.~~



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

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

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

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

FPS regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed by the vendor are listed below. Supplementary regulations, which are provided to the vendor by the CO or his/her authorized representative shall also be in effect and will be incorporated by BPA modification.

An Officer's Duty Book shall be furnished by the COTR and maintained by the vendor at the central control point and shall contain complete duty instructions for emergency procedures.

A separate loose-leaf binder shall be furnished by the COTR and maintained by the vendor at each additional fixed post and will contain only those items of duty instructions pertinent to that specific post.

Officer's Duty Book, Post Orders, and any supplemental memoranda, directives, or other information is considered Sensitive but Unclassified/Law Enforcement Sensitive information. The vendor and its employees are restricted from disclosing this or any other operational information to individuals outside of the FPS/Vendor community. The Officer's Duty Book shall not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COTR.

Conduct on Federal Property (FMR 41 CFR 102-74) placards are posted in buildings under the charge and control of the General Services Administration and are applicable to all persons entering in or on such property.

Security Guard Information Manual (SGIM) handbook contains the information all security guards and supervisors must read and be familiar with prior to assuming duties under this BPA. The COTR shall give the Vendor one (1) electronic copy of this manual at the pre-performance meeting held shortly after BPA award. The vendor shall provide to each uniformed Contract employee a legible, securely bound copy of the SGIM upon beginning the basic training course ~~at no cost to the employee.~~



## **17 Security Guard Certification /Security Requirements**

### **17.1 General**

All personnel performing on this BPA must pass a suitability determination conducted by the Government. Vendor personnel will not be able to perform under this BPA until appropriate suitability determinations have been made. The Government will provide all necessary forms at the time of BPA award. The DHS Office of Security will accept only complete and legible security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 calendar days after BPA award.

The vendor should follow the procedures listed below to obtain an FPS certification card, ICE form 78-3527 for each vendor's employee:

Conduct an initial employment screening to determine whether the prospective employee meets the vendor's specific hiring requirements and the BPA eligibility requirements, including medical and drug testing (see Section 15 above);

Submit the suitability package to the COTR and await the results of the adjudication. This process may take approximately one to three months if all forms are legible and complete. However, preliminary suitability is usually determined within a week of the submission of the paperwork. The vendor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the vendor can determine how to proceed with the employee's training, testing, etc.

Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other vendor-provided training requirements;<sup>2</sup> this does not include the FPS written exam.

After the Vendor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the vendor shall submit the following information to the COTR for an FPS certification card, ICE form 78-3527:

**Certification.** A certification, signed by the Contract Manager, that the employee has met all the requirements set forth in Section C and that all pertinent documents are on file at the vendor's facility. (See Exhibit 6)

**Photographs.** Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders

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

Contract Guard Qualification Certificate. The guard's name, and the name of the vendor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.

Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification that satisfies the legal requirements of the Lautenberg Amendment, 18 U.S.C. § 922(g)(8) and (9). Each guard's certification is valid for one (1) year. The vendor shall maintain a file of its guards' certifications and provide the COTR a signed statement certifying compliance with this requirement. If at any time a guard has a disqualifying event under Lautenberg, the Vendor shall notify the COTR and immediately remove the guard from work under the BPA that may require use of a firearm. The vendor shall submit a new certification to the COTR stating that all its guards are in compliance with the Lautenberg Amendment annually.

FPS will type on the certification form the date of issuance, qualifications, and expiration date or "TOC" to designate expiration upon completion of the term of the BPA. FPS will then laminate the completed form and issue it to the vendor.

No guard or supervisor shall be permitted to work under this BPA without a valid certification card, ICE form 78-3527.

The certification card, ICE form 78-3527, shall be worn on the outermost garment of the guard's uniform.

The Vendor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, ICE form 78-3527, but also a valid CPR/First Aid card, state certification (if required) and a valid firearms permit.

The vendor must return employees' certification card, ICE form 78-3527 to FPS within five (5) workdays upon the termination of the guard's employment or the guard's removal from the BPA. At the end of the BPA period, the vendor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts. Possession of an FPS certification card, ICE form 78-3527 does not waive any other contract requirement.

H. Because the Certification card, ICE form 78-3527 does not expire when individual certification elements expire, the vendor is responsible for continually maintaining validity of each element of the vendor employee's certification status (i.e., suitability determination, medical examination, firearms re-qualification, CPR/First Aid certification). See Exhibit 11.

I. The CO shall have the express authority to demand return of the FPS Certification card, ICE form 78-3527 for any vendor employee who does not maintain compliance with the BPA qualification and certification standards, and the CO shall have the

express authority to prohibit that employee from performing under the PA until such time as s/he comes into full compliance with all qualification/certification criteria.

## **17.2 Security Management**

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

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

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

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted access to a Government facility and or sensitive Government information access for vendor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the BPA. No employee of the vendor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Vendor employees assigned to the BPA not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

Vendor employees awaiting an EOD decision may begin work on the BPA provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if a Government employee escorts the vendor's employee. This limited access is to allow vendors to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

#### 17.4 Suitability Adjudication

After award of the BPA and prior to any vendor employees being permitted to work under the BPA, the vendor is responsible for ensuring that the vendor employees receive formal suitability adjudication by FPS. All vendor employees shall receive formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers that visit the work sites. Vendor suitability determinations are to be made in accordance with the criteria outlined in 5 CFR 731.202.

Once a prospective vendor employee has applied for a position and has been favorably evaluated by the vendor (i.e., meets the minimum qualification requirements cited in this Statement of Work and otherwise meets the vendor's hiring criteria), the vendor shall submit to the COTR the following Government furnished forms for each vendor employee:

Two (2) completed original Forms FD-258, "Fingerprint Chart;"

Standard Form 85P, "Questionnaire for Public Trust Positions" (plus one copy);

Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (plus one copy);

DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (plus one copy);

Foreign National Relatives or Associates Statement (plus one copy);

Lautenberg Amendment Statement (plus one copy);

Drug Questionnaire (plus one copy);

Alcohol Questionnaire (plus one copy).

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



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

All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.

A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s). If FPS finds a vendor employee to be unsuitable to work as a result of the suitability investigation under the BPA, the vendor shall be advised immediately that such employee cannot work or be assigned to work under the BPA, and the vendor shall in turn immediately remove the affected employee from the BPA. The security guard or the vendor may appeal the suitability determination to the CO. However, in such cases the vendor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. Under no circumstances shall a vendor employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract/BPA. This requirement also applies to vendor employees whose unfavorable adjudication is pending appeal. Disqualifying information includes but is not limited to the following:

Conviction of a felony, a crime of violence, or a serious misdemeanor;

Possessing a record of arrests for continuing offenses;

Falsification of information entered on suitability background investigation forms.

Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the BPA for five (5) years (if nothing occurs within the 5-year period that would render the security guard unsuitable for continuing performance under the BPA). The vendor shall immediately notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the vendor for cause, such as misconduct or neglect of duty). The vendor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the BPA after his/her suitability clearance has expired shall be removed from the BPA until a new favorable suitability determination is made. The vendor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date.



Any investigation conducted by or for another federal agency on a vendor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.

Any investigation conducted by or for another federal agency on a vendor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.

For employees cleared through this process while employed under a predecessor contract or BPA (providing the same services), the suitability determination made under the previous contract or BPA will carry over to the new contract. However, the vendor will be required to submit new suitability applications once the security guards' current suitability clearances expire.

Vendors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Vendors" to work on unclassified contracts are eligible to remain on the BPA even though they may not have the investigation commensurate with the risk level indicated in Appendix 1. Such vendors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.

Lawful Permanent Residents are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.

FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. FPS may, as it deems appropriate, authorize and grant temporary clearances to employees of the vendor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

## **18 Security Clearance Requirements**

### **18.1 Background Investigations**

In addition to meeting the FPS background suitability check described in Section C, additional security clearances may be required by the BPA and call(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency, as appropriate, refer to Exhibit 6C for further information as to whether this Contract will require such clearances). Where such clearances are required, employees shall be subject to a security investigation by the Government prior to being

allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) during the term of the BPA. Employees may not work at the site until the Vendor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, or other agency.

The Government shall notify the vendor of the required security classification of this BPA and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.

In all areas requiring a DOD, DOE, NRC, or other agency security clearance, the vendor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at [www.dss.mil](http://www.dss.mil) or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at [www.dss.mil](http://www.dss.mil); for DOE clearances at [www.doe.gov](http://www.doe.gov); and for NRC at [www.nrc.gov](http://www.nrc.gov). Each designated employee must complete all applicable forms. The Vendor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to be assigned to classified areas. Exhibit 6C, Security Clearance Requirements. The Government will provide the vendor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each vendor security guard employee performing under this BPA, as well as the firm employees, who may, in the performance of this BPA, visit the work site.

A security clearance determination of whether an individual should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, Industrial Security Program. For contractors processed in accordance with DHS MD 11035, the investigative standard for access to Secret classified information will be a MBI. The minimum investigative standard for access to Top Secret classified information will be a SSBI. Each designated employee must complete all applicable forms." Vendor employees (to include applicants, temporaries, part-time and replacement employees) under the BPA needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the BPA. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective vendor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective vendor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the BPA or 30 days prior to entry on duty of any employees, whether a replacement, addition, sub-vendor employee, or vendor.

Standard Form 85P, "Questionnaire for National Security Positions"

Lautenberg Amendment Statement (plus one copy)

FD Form 258, "Fingerprint Card" (2 copies)

Foreign National Relative or Associates Statements

DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

Drug Questionnaire

Alcohol Questionnaire

DHS/ FPS will provide required forms at the time of award of the BPA. Only complete packages will be accepted by the DHS/ FPS Contract Suitability Adjudication Program Office. Specific instructions on submission of packages will be provided upon award of the BPA. Standard Form 85P, "Questionnaire for National Security Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing)

F. The vendor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each affected vendor employee. The costs should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.

G. The vendor is advised to only submit security packages on suitable prospective employees whose integrity, credit, and character will meet the security suitability requirements of DHS. DHS will likely consider as being unsuitable prospective employees who fail to truthfully represent their credit history; who make no attempt to pay debts; and whose character could be questionable because of serious arrests, illegal drug use, or abuse of alcohol.

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

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

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

See, Exhibit 6C, Security Suitability Requirements, for a determination of which, if any, Vendor facilities and Vendor personnel, including Contract Manager or Supervisor, assigned to this BPA are required to possess up to a TOP SECRET security clearance.

If access to classified information is required as identified in Section J, Exhibit 6C, the vendor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, DHS MD 11035, Industrial Security Program and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Vendor has access to classified information at a DHS or other Government facility, it will abide by the requirements set by that agency. If these procedures are not properly followed by the vendor, it will result in deductions from monthly invoices.

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

If access to classified information is required as identified in Exhibit 6C, the vendor must possess a TOP SECRET facility clearance consistent with DHS MD Industrial Security Program prior to BPA award. If an unclear firm is selected, DHS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, DHS may terminate the BPA for the convenience of the Government.

### **18.3 Continued Eligibility**

A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reasons(s). If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the vendor that the employee shall not continue to work or to be assigned to work under the BPA.

The Security Office may require drug screening for probable cause at any time and/or when the vendor independently identifies circumstances where probable cause exists.

DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any vendor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this BPA.



The vendor will immediately report any adverse information coming to their attention concerning vendor employees under the BPA to the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

E. The vendor must notify the Security Office of all terminations/resignations within five (5) days of occurrence. The vendor will return any expired DHS/FPS issued identification cards and building passes, or those of terminated employees to the COTR. When a controlled personnel identification system is used by a tenant agency at a site at which the vendor employee is assigned for duty, and the tenant agency provided the vendor employee with the necessary Government identification, the vendor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the BPA, whichever comes first. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass card.

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

To minimize duplication of effort by the FPS and the vendor, the vendor shall maintain personnel files on-site for all employees who work under this BPA. Files shall be maintained at the Contract Manager's office. Each guard's file must contain the following information:

Application for employment, including SF 85P &, FD 258,

Results of all criminal history checks obtained by the Vendor;

U.S. Citizenship and Immigration Services Form I-9 *Employment Eligibility Verification* (OMB No. 1115-0136); with supporting documentation

A copy of DHS 11000-6 *Non-Disclosure Agreement*,

A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;

Records of all basic and refresher training attendance and, where required, test scores;

Records of current firearms training and qualification scores, where required by the BPA;

Records of all successfully completed Government-provided training;

A copy of most recent CPR, First Aid, and AED certification card;



A copy of most recent Medical Evaluation (SF 78);

Results of all drug screenings administered (both pre- and post- employment);

A copy of DHS the certification card, ICE form 78-3527;

A copy of all firearm licenses and certifications required by state and local regulations;

Records of guard's suitability information (including date current suitability expires);

Copies of all complaints, investigations, and disciplinary actions taken by the vendor against the employee for all infractions committed under the BPA;

A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this BPA; and

A copy of any National Security Information clearance issued, where required by this BPA (i.e., Secret/Top Secret).

The CO or COTR shall have the express authority to review any vendor employee's file at any time during the course of the BPA.

The CO or COTR can request, at any time during the course of the BPA, a spreadsheet or other tracking system (either in paper form or in electronic form) that clearly details the status of all vendor employees pertaining to BPA requirements.

The vendor will maintain a hard-copy (paper) file using the CERTS tracking system containing all the information required above. However, if the vendor uses a computerized filing system, all forms must be scanned into the computer and must be legible.

#### WEB Contract Guard Employment Requirements Tracking System (CERT)

The National CERT Log is used by FPS personnel to input security officer information into a national database. It is imperative that the information is correct and current.

The FPS CERT log computer program (Microsoft Excel format) will be provided to the Vendor after award and shall be used by the Vendor to document the fact that their personnel are certified as outlined in the BPA. The dates listed on the CERT log must match the paperwork in the vendor employee's folder.

The CERT log shall be updated monthly by the vendor and forwarded to the local FPS representative via e-mail. Monthly updates and new employee information will be outlined in a different color.

The CERT log will be used as part of the FPS inspection program and will be reviewed on a monthly basis with the vendor.

In conjunction with the CERT log, the vendor shall organize the employees' information folders in accordance with the format outlined in Exhibit 4A - Employee Folder Certification Layout.

False statements, certification, or falsification of any documents required in this BPA by the Vendor, Contract Manager, or any Contract employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate investigations by its Office of Inspector General or the regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or may take Contractual remedies, up to and including termination for default. Under no circumstances whatsoever will the Government tolerate falsification of required documents.

## 20 Performance Evaluations

The CO and/or COTR shall meet with the vendor (either in person or via teleconference) on a monthly basis.

The Government shall formally evaluate, in writing, the vendor's performance *at least* once per year. Whenever possible, the Government shall give the vendor the opportunity to correct any identified problems/deficiencies prior to a written performance evaluation being given. The vendor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the vendor's response shall be filed in the BPA file. Where the vendor fails to respond in writing to a performance evaluation, the CO shall assume the vendor's complete concurrence with the findings of the performance evaluation. The CO and/or COTR shall meet with the vendor prior to all performance evaluations to discuss the results of the Government's quality control findings and the overall performance of the BPA by the vendor.

The Government shall use the performance evaluations as a factor to determine whether to exercise any available additional ordering period and/or as a factor to determine whether to award any future BPA(s) to the vendor.

## 21 Personal Appearance and Grooming Standards

Security Officers shall be in uniform and maintain a neat, clean, and business-like appearance and comply with dress standards while on duty. Failure to meet the requirements of appearance and wearing of the uniform as noted herein is considered as being "out of uniform". Security guards who are out of uniform are not meeting the requirements of this BPA and are not qualified to meet post requirements. The COTR may consider a post as being unfilled if occupied by a security guard who is out of uniform.

The personal appearance and grooming standards required by this BPA are listed below:

All security guards shall wear clean, properly fitted uniforms when on duty. The uniforms are to be free from defects and worn or frayed fabric.

Only conservative prescription eyeglasses may be worn with the uniform. Sunglasses or eyeglasses that are faddish in style or color (e.g. bright, iridescent or fluorescent orange, yellow, red, etc.) or have lenses or frames with initials or other adornments shall not be worn. Mirrored or opaque sunglasses may not be worn. Frame holders which are navy blue or black in color and otherwise unadorned may be worn. Sunglasses or darkly tinted glasses shall not be worn inside the building unless determined as medically necessary by a licensed medical physician.

2. Security guards shall not wear jewelry such as earrings, bracelets, chains, religious insignia, buttons, or pendants. Security guards may wear one ring or ring set on the third finger of each hand, a modest necklace that is completely concealed beneath the uniform shirt, and a watch on either wrist.

Only authorized logos and accessories shall be worn on or with the security guard uniform. At no time shall a vendor employee display, or cause to be displayed, any vendor insignia or logo while on duty without written approval of the COTR.

Shirts shall be worn with the cuffs fully extended and buttoned. Short sleeve shirts shall be worn with one button open at the collar and sleeves fully extended.

Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.

Undershirts shall be white or neutral and worn in such a manner so as to be concealed from view. No lettering or design shall be visible through the uniform shirt.

If a mustache is worn, it shall be kept neat and trimmed evenly so that no portion extends more than one-half (1/2) inch below or beyond the line of the individual's upper lip.

The face shall be kept clean-shaven. The temporary wearing of beards may be authorized by the COTR if prescribed by a board-certified dermatologist for pseudofolliculitis barbae. In such cases, the beard shall be neatly trimmed to a length not to exceed one-quarter (1/4) inch. Medical certification for shaving waivers shall be resubmitted every 60 days.

Hair and/or wigs, for females, must be a natural hair color and kept clean, neat and styled to present a managed appearance. Hair shall be arranged so that it does not

extend more than 2 and 1/2 inches below the bottom of the collar. Bouffant and modified bush styles are acceptable if they allow for proper wearing of headgear. Plaited or braided hair shall be permitted only if worn under headgear. No decorations shall be worn in the hair and items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blend with the hair.

Hairpieces for males must be a natural hair color, neatly groomed and shall not fall over the eyes or exceed the top of the collar. It shall be kept clean and the length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. Also, the bulk or length of the hair shall not interfere with the wearing of headgear and no decorations shall be worn in the hair.

For males, hair length must not exceed the top of a shirt collar. Females may wear their hair in an "up" style so as not to interfere with the wearing of the uniform or use of equipment. The Vendor is responsible for ensuring that security guards maintain a neat appearance in accordance with generally accepted standards of the community.

Sideburns shall not be conspicuous and shall be neatly trimmed at all times. Sideburns shall not extend below the bottom of the ear, and must be constant in width (not flared), and with a horizontal clean-shaven end.

Fingernails shall be free of dirt and trimmed to not extend further than 1/8 of one inch beyond the tip of the finger. Fingernail polish may be used if the color is neutral.



**DELIVERABLES**

In addition to other deliverables called for herein, the following specifies certain recurring deliverables:

These requirements exist at the time of the RFQ; the COTR and/or CO shall notify the Vendor during the term of the BPA of any changes in these requirements.

Note: Deliverables are Not Separately Priced (NSP) – all costs associated with providing these items shall be included in the total price offered in response to the solicitation.

Document	Submitter	Receiver	Due Date	Marking	Format
Key Personnel Resumes	Vendor	COTR	Within 15 calendar days after Award and then as necessary if/when key personnel is replaced ✓	Copy	Exhibit 6B
Transition Plan	Vendor	COTR	Within 5 working days after Award ✓	Copy	Vendor Format
Training Plan w/ proposed Training Schedule (should include location, schedules, trainers, weapons, etc.)	Vendor	COTR	Within 10 calendar days after Award	Copy	Vendor Format
Training Certificates	Vendor	COTR	When requested by the COTR/ Inspector	Copy	Vendor Format
Guard Work Schedule	Vendor	COTR	When requested by COTR	Copy	Vendor Format
Meeting Minutes	Vendor	CO	Within 10 calendar days after meeting	Copy	Vendor Format



Document	Submitter	Receiver	Due Date	Marking	Format
DHS Form 139 Record of Time of Arrival and Departure	Vendor	COTR and/or CO	As required by the BPA and directed by COTR	Copy	DHS Form 139
GSA Form 3430 Building Service Contract Work Report	Vendor	COTR	When required by the COTR	Original to COTR	GSA Form 3430
GSA Form 3155 Preliminary Investigation Report	COTR	Vendor	As required and within 72 hours	Original to COTR, copy to CO and Vendor	GSA Form 3155
Quality Control Plan	Vendor	COTR	Within 15 calendar days after Award	Copy	Vendor Format
GFP Inventory List	Vendor	COTR	Monthly or as directed by the COTR	Copy	Vendor Format
Vendor Furnished Equipment/Property Inventory List Firearms and Communication devices	Vendor	COTR	Monthly or as directed by the COTR	Copy	Vendor Format
Lautenberg Amendment Statement	Vendor	COTR	Prior to start of performan ce and annually thereafter	Copy	Contract Format
Licenses and Permits	Vendor	CO	Prior to start of performan ce and upon renewal thereafter	Copy	Contract Format
Inspection Report	Vendor	COTR	I/A/W vendor QC plan and	Copy	Contract Format

Document	Submitter	Receiver	Due Date	Marking	Format
			upon COTR request		
Accounts Receivable Report	Vendor	CO	Monthly	Copy	Contract Format
GSA Form 1103 Security Officer Operations Log	Vendor	COTR	As required by the BPA	Copy	DHS Format
Deduction Notice pursuant to BFC Invoice Consolidation Initiative Guidelines	CO	Vendor	As required and within 48 hours	Original	E-mail
CERTS Spreadsheet	Vendor	COTR	Monthly	Copy	FPS Format via E-mail
GSA Form 1051 Weapon Control record	Vendor	COTR	As required by the BPA and upon COTR request	Copy	BPA Format

EXHIBIT	REF.	TITLE
1		Productive Requirements Including Post Hours and Location
1A		List of required administrative forms to be used by the Vendor including time and attendance, property accountability, Lautenberg Amendment form, duty log, etc.
2A	10.2-1	Vendor Furnished Communication Equipment Requirements
2B	10.2-1	Vendor Furnished Vehicle Requirements
2C	10.2-1	Vendor Furnished Uniform Requirements
2D	10.2-1	Vendor Furnished Supplementary Equipment Requirements
2E		Vendor Furnished Weapons and Ammunition
3A	10.1-1	Government Furnished Communication Equipment Requirements
3B	10.1-1	Government Furnished Vehicle Requirements
3C	10.1-1	Government Furnished Uniform Requirements
3D	10.1-1	Government Furnished Supplementary Equipment Requirements
3E		Government Furnished Weapons and Ammunition
4		Vendor's Training Schedule and Plan
4A		Basic Training Subjects to be Presented by the Vendor
4B		Supervisory Training Subjects to be Presented by the Vendor
4C		Training Subjects to be Presented by the Government
4D		Vendor Provided Refresher Training
4E		Vendor Provided Basic Weapons Training and Qualifications
4F		Vendor Provided Annual Refresher Weapons Training and Qualifications
5A		Vendor's Certification of Basic Training
5B		Vendor's Certification of Supervisory Training
5C		Vendor's Certification of Government Provided Training
5D		Vendor's Certification of Refresher Training
5E		Vendor's Certification of Basic Weapons Training
5F		Vendor's Certification of Annual Weapons Refresher Training
6		Vendor's Certification of Contract Employee Eligibility Requirements
6A		Standard Form (SF) 78, Certificate of Medical Examination
6B		Key Personnel Resume
6C		Security Suitability Requirements
7		Federal Management Regulations Subpart C, <i>Conduct on Federal Property</i> (41 CFR 102-74)

**EXHIBIT 1**

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

**EXHIBIT 1A**  
**REQUIRED ADMINISTRATIVE FORMS**

<b>Form Number</b>	<b>Form Title</b>
DHS 11000-6	Non-Disclosure Agreement
I-9	Employment Eligibility Verification
SF-85P	Questionnaire for Public Trust Positions
SF-85PS	Supplemental Questionnaire for Selected Positions
FD-258	Fingerprint Application Card
GSA 3155	Offence/Incident Report
SF-78	Certificate of Medical Examination
DHS form 139	Security Guard Sign in and out
139	Record of Time of Arrival and Departure from Building
Form 1103	24-hour Duty Log
	Equipment Performance Test Report
2580	Security Post Assignment Record



### EXHIBIT 2A

#### VENDOR FURNISHED COMMUNICATION EQUIPMENT REQUIREMENTS

1. **Facilities:** See exhibit 1.

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

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

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

Type of Equipment	QTY
Vendor provided information Per each facility	

- Licenses and Frequencies:** The Vendor shall apply for an FCC license and authorization to operate in frequencies specified by the Government. Where necessary, the Contracting Officer or COTR will issue a letter of authorization, identifying the vendor as having a need to communicate over a frequency or frequencies assigned to an agency of the Federal Government.
- Normal, Emergency and Continuous Communications:** All two-way portable radio units must have the capability of transmitting and receiving clear and concise vocal transmissions between the security guard, FPS law enforcement personnel, vendor supervisory personnel and the vendor's base station. The vendor's base station must be a local licensed place of business within the State of Delaware for the purpose of having the capability for two-way communications between the vendor and the vendor's supervisory and security guard personnel who are assigned to this BPA.
- The Vendor will provide a listing of radio(s) and associated equipment to be used on this BPA to the COTR.

**EXHIBIT 2B**

**VENDOR FURNISHED VEHICLE REQUIREMENTS**

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

**3. Vehicle Requirements:**

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

EXHIBIT 2C

VENDOR FURNISHED UNIFORM ITEMS

1. Facility:   N/A  

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

3. **Uniform Requirements:**

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

**EXHIBIT 2D**

**VENDOR FURNISHED SUPPLEMENTARY EQUIPMENT REQUIREMENTS**

1. **Facility:** Exhibit 1
2. **Supplementary Equipment:** The vendor shall furnish the following supplemental equipment items for each guard, post, or location as indicated to all productive and supervisor security guards performing on the BPA. The vendor shall maintain all equipment in a ready and usable condition.
3. **Supplementary Equipment Requirements:**

Equipment Item	Description / Color	QTY
Flashlight / with Holder		1 per guard

**EXHIBIT 2E**

**VENDOR FURNISHED FIREARMS AND AMMUNITION**

**Contract Guard Firearm Specifications Caliber 9mm**

The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more than 30 oz. excluding the magazine. The caliber authorized is 9MM and not any larger. The magazine shall hold a minimum of 10 rounds and not more than 17. The pistol must be able to be fired without a magazine inserted into the weapon. The magazine must fall free (unloaded) when the magazine catch is activated. The double action only trigger pull must not weigh more than 12 pounds and not less than 5 pounds. The pistol may be either a traditional double action only or a striker fired design.

The pistol shall have a dark corrosive resistant finish and must be capable of being fired without the manipulation of an external safety or cocking lever. The normal function of the pistol shall be double action only. The pistol must be operable by a right or left-handed user. The use of a polymer-framed pistol is acceptable. There is not a requirement for an all-metal firearm.

All safeties must be internal and passive. An inertial interlocked firing pin will be the primary safety to positively prevent movement of the firing pin unless the trigger is pulled completely through its entire length of travel.

The sights must be drift adjustable and be luminous night sights, one (1) dot on the front sight, and two (2) dots on the rear sight, which appear as three (3) illuminated dots when the weapon is held at arm's length. The illuminated dots must not be visible when viewed from the muzzle end of the pistol. The color of the illuminated dots must be green. The illumination materials for the night sight must comply with Nuclear Regulatory Commission standards.

The following pistols are recommended:

Smith & Wesson M&P 9 MM; 5900 Series in DAO 9MM  
Glock 17 & 19 9MM  
SIGARMS Sigpro 9MM; P226 and P228 in 9MM  
Steyr M Series 9MM  
Springfield Armory XD in 9MM

Ammunition type is authorized:

124 grain Jacketed Hollow Points.

Recommended Brands

Federal  
Speer  
Winchester  
Remington



**Exhibit 3A**

**GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT  
REQUIREMENTS**

1. **Facilities:**     \_\_ N/A \_\_.
2. **Equipment:** The Government shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.

Type of Equipment	QTY
None issued	

3. The vendor will provide a listing of radio(s) and associated equipment received from the Government for use on this BPA to the COTR.
4. The vendor will report any damage or maintenance issues concerning this equipment immediately to the COTR.

**EXHIBIT 3B**

**GOVERNMENT FURNISHED VEHICLE EQUIPMENT REQUIREMENTS**

- 1. **Facility:**   N/A  .
  
- 2. **Equipment:** The Government shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The Government shall provide supplemental vehicle equipment and all associated maintenance. It is the vendor's responsibility to report maintenance issues and any damage regarding the vehicles and associated equipment immediately to the COTR.

**3. Vehicle Requirements:**

<b>Vehicle Type</b>	<b>Hours to be Used</b>	<b>Days Per Week</b>	<b>Tour Restrictions</b>
Not required			

**EXHIBIT 3C**

**GOVERNMENT FURNISHED UNIFORM REQUIREMENTS**

1. **Facility:**   N/A
  
2. **Uniforms:** The Government shall furnish uniform clothing items, as indicated below, to all productive and supervisor security guards performing on the BPA.  
Government furnished uniform items are to be worn/used only while on duty during the performance of this BPA.
  
3. **Uniform Items:**

Uniform Components	Description / Color	QTY
Not required		

**EXHIBIT 3D**

**GOVERNMENT FURNISHED SUPPLEMENTARY EQUIPMENT  
REQUIREMENTS**

1. **Facility:**   N/A  .

2. **Supplementary Equipment:** The Government shall furnish the following supplemental equipment items for each guard, post, or location as indicated to all productive and supervisor security guards performing on the BPA. It is the vendor's responsibility to report maintenance issues and any damage regarding the vehicles and associated equipment immediately to the COTR.

3. **Supplementary Equipment Requirements:**

<b>Equipment Item</b>	<b>Description / Color</b>	<b>QTY</b>
Not required		

**EXHIBIT 3E**

**GOVERNMENT FURNISHED FIREARMS AND AMMUNITION**

**The Government will not furnish either firearms or ammunition. The vendor is solely responsible for furnishing firearms and ammunition to its security guards.**



## EXHIBIT 4

### VENDOR'S TRAINING SCHEDULE AND PLAN

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

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

## EXHIBIT 4A

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

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

The vendor shall provide a minimum of 64 hours of basic training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught.

The Instructor is required to notify the vendor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 64 hours of training.

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

## EXHIBIT 4A (CONTINUED)

64 Hours

Subject	Hours
Overview of the DHS and the FPS (Ch.1, SGIM)	1
Overview of the Roles & Responsibilities of a Contract Security Guard (Ch. 2, SGIM)	1
Ethics and Professionalism Part I: Overview (Ch. 2, SGIM)	1
Ethics and Professionalism Part II: Interactive Training (Ch. 2, SGIM)	1
Principles of Communications Part I: Overview (Ch. 2, SGIM)	1
Principles of Communications Part II: Interactive Training (Ch. 2, SGIM)	1
Professional Public Relations Part I: Overview (Ch. 2, SGIM)	1
Professional Public Relations Part II: Interactive Training	1
Understanding Human Behavior, Part I: Overview (Ch. 2 and 9, SGIM)	1
Understanding Human Behavior, Part II: Interactive Training	1
The Law, Legal Authorities, Jurisdiction and Responsibilities (Ch. 3, SGIM)	2
Crimes and Offenses (Ch. 3, SGIM)	1
Search and Seizure (Ch. 3, SGIM)	1
Authority to Detain (Ch. 3, SGIM)	1
Use of Force (Ch. 3 and Appendix 4, SGIM)	1
Crime Scene Protection (Ch. 3, SGIM)	2
Rules of Evidence (Ch. 3, SGIM)	1
Security Guard Administration (Ch. 4, SGIM)	1
Post Duties (Ch. 4, SGIM)	2
Patrol Methods And Patrol Hazards (Ch. 4, SGIM)	2
General Response Procedures (Ch. 4, SGIM)	2
Access Control (Ch. 5, SGIM)	4
Crime Detection, Assessment And Response (Ch. 6, CGIM)	2
Safety and Fire Prevention (Ch. 7, SGIM)	1
Records, Reports, & Forms (Ch. 8, SGIM)	3
Special Situations (Ch. 9, SGIM)	2
Code Adam (Ch. 4, SGIM)	1
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (Ch. 11 and 14, SGIM)	4
Workplace Violence (Ch. 12, SGIM)	2
Civil Disturbances (Ch. 13, SGIM)	3
Bomb Threats and Incidents (Ch. 14, SGIM)	2
Hostage Situations (Ch. 15, SGIM)	2
Sabotage and Espionage (Ch. 16, SGIM)	2
Defensive Tactics	4
Use of Handcuffs	4
Review & Examination	2

**EXHIBIT 4B**

**SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE VENDOR**

The vendor shall provide a minimum 9 hours of supervisory training to any security guard prior to performing supervisory functions. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught.

There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 9 hours of training.

**9 Hours**

Subject	Hours	Scope
Supervisor's Duties and Responsibilities	2	Instructor(s) will discuss the basic duties and responsibilities of a security guard supervisor, including, that all duty posts are to be manned at all times as required by the BPA; that all required forms are to be completed in an accurate, legible and timely manner; and that all subordinate employees have all required equipment and maintain proper inventory records of service weapons and all other required equipment.
FPS BPA Requirements	1	Instructor(s) will review basic FPS BPA requirements and standards of performance for vendors, vendor employees, and the relationship of employees with FPS.
Methods and Theories of Supervision	1	Instructor(s) will discuss various supervision management theories and the basic principles involved so that the student understands the various methods of supervision that are available to accomplish the goals of a first-line supervisor.
How to be an Effective Leader	1	Instructor(s) will discuss the importance of a supervisor being a good leader. Discussion will focus on the necessity of giving constant attention to countless details of personal behavior and personal relations with subordinates.

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



**EXHIBIT 4C**

**TRAINING SUBJECTS PRESENTED BY  
THE GOVERNMENT**

The vendor must coordinate with the COTR to provide 16 hours of Government provided basic training to all students who have not had basic training. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material.

The Instructor shall notify the vendor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility and may be excluded from the required training.

There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 16 hours of training.

**16 Hours**

<b>Subject</b>	<b>Hours</b>	<b>Scope</b>
Rules and Regulations	1	Discuss FPS's jurisdiction within Federal property and the Rules and Regulations under which they are operated (41 CFR 102-74).
Bomb Threats and Natural Disaster Responses	2	Instructor(s) will present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters.
Report Writing, Notes and Required FPS Forms	3	Develop an understanding of the types, and Required FPS Forms requirements, and necessity of field notes and reports that will be expected from the security guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis.  Instructor(s) will review and discuss the importance of the following forms: a. Preliminary Investigation;

Subject	Hours	Scope
		b. Crime Analysis; c. GSA Form 1039, Record of Property Found; d. GSA Form 252, Found Property Tag; e. GSA Form 1789, Register of Visitors; f. Arrival and Departures; g. Relief Guard Register h. Officer and Inspectors Register; i. Guards Hourly Report; j. Special forms unique to the facility used in the performance of the BPA duties.
Telephone and Radio Communications	1	Instruction will prepare the security guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC).
Role of Local, State and Federal Police Agencies	1	The security guards will be instructed in their relationship to other law enforcement agencies. For the purpose of this training, 50 minutes will be considered as one hour of instruction.
X-Ray and Magnetometer Training  1 time training	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

**EXHIBIT 4D**

**VENDOR PROVIDED REFRESHER TRAINING  
TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS**

THE INSTRUCTOR SHALL USE THE SGIM AS AN ESSENTIAL COMPONENT OF THIS TRAINING. TOPICS ARE CROSS REFERENCED WHERE APPLICABLE TO THE MANUAL FOR EFFECTIVE PRESENTATION OF THE MATERIAL.

The vendor shall provide a minimum of 40 hours of refresher training to all students who have not had basic training or refresher training within three years. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught.

The Instructor shall notify the Vendor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 40 hours of training.

**40 Hours**

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (Ch. 1, SGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of DHS and FPS as well as the role contract security guards play in facility security. Instructor will also discuss the five types of facilities and security levels.
Customer Oriented Protection	1	Instructor(s) will discuss the concept of customer-oriented protection and the role security guards play in this approach to security. FPS will provide the instructor with information on this program to assist in training.
Overview of the Roles & Responsibilities of a Security Guard (Ch. 2, SGIM)	1	Instructor will discuss the typical duties of a BPA Security Guard and responsibilities associated with being a security guard at a Federal facility.
Ethics and Professionalism	0.5	Describe police professionalism and police

Subject	Hours	Scope
Part I: Overview (Ch. 2, SGIM)		ethics, including the expanding use of security guards and indicate by current trends, where it may be headed in the future.
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and professional behavior by security guards based on the overview of this topic.
Principles of Communications Part I: Overview (Ch. 2, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills.
Principles of Communications Part II: Interactive Training	1	Conduct role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic.
Professional Public Relations Part I: Overview (Ch. 2, SGIM)	1	Instruction is to be provided to the security guards that will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government.
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic.
Understanding Human Behavior, Part I: Overview (Ch. 2 and 9, SGIM)	0.5	Instructor(s) will discuss the basic knowledge needed for the security guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard with the introduction of badge and gun.
Understanding Human Behavior, Part II:	0.5	Role-playing or other interactive methods between instructor and students using

Subject	Hours	Scope
Interactive Training		scenarios of human behavior based on the overview of this topic.
The Law, Legal Authorities, Jurisdiction and Responsibilities (Ch. 3, SGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CH. 3, SGIM)	0.5	Present the security guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should include methods of successful investigative techniques.
Search and Seizure (Ch. 3, SGIM)	0.5	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a security guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (Ch. 3, SGIM)	1	Provide the security guard with knowledge of how guards shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices and procedures involving: confessions, self-incrimination, eyewitness identifications and complaints.
Use of Force (Ch. 3, SGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (Ch. 3, SGIM)	0.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (Ch. 3, SGIM)	0.5	Instructor will discuss procedures for handling and protecting evidence. Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present



Subject	Hours	Scope
		information on the exclusionary rule and other related items.
Security Guard Administration (Ch. 4, SGIM)	0.5	Instructor(s) will discuss the relationship between the Vendor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (Ch. 4, SGIM)	0.5	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (Ch. 4, SGIM)	0.5	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions. Techniques and ways to eliminate or reduce patrol hazards.
General Response Procedures (Ch. 4, SGIM)	0.5	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (Ch. 5, SGIM)	0.5	Acquaint the security guard with the care and caution that must be exercised when coming upon a crime in progress. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Crime Detection, Assessment And Response (Ch. 6, SGIM)	0.5	Same as above.
Safety and Fire Prevention (Ch. 7, SGIM)	0.5	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers, sprinkler systems, fire alarm systems, and

Subject	Hours	Scope
		other standard fire prevention equipment.
Records, Reports, & Forms (Ch. 8, SGIM)	0.5	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract.
Special Situations (Ch. 9, SGIM)	1	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Code Adam (Ch. 9, SGIM)	1	Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (Ch. 11, SGIM)	2	Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (Ch. 12, SGIM)	1	Instructor will discuss workplace violence, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (Ch. 13, SGIM)	1	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds.
Bomb Threats and Incidents (Ch. 14, SGIM)	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious.
Hostage Situations (Ch. 15, SGIM)	1	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (Ch. 16, SGIM)	0.5	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property.
Defensive Tactics	3	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and handling hostile or uncooperative persons.

Subject	Hours	Scope
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Baton Recertification	8	Lecture and hands on training. Re certification based on the vendor certification program or state requirements

**EXHIBIT 4E**

**VENDOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS**

The vendor shall provide a minimum of 8 hours of basic baton training and certification, 8 hours of firearms classroom training, and 32 hours of live fire training and familiarization to all security guards. In addition to the weapons training, the vendor shall provide for the weapons qualification course and must coordinate with the Contracting Officer for FPS to monitor the course of fire. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught.

The instructor shall notify the vendor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.*

Subject	Hours	Scope
Use of Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Maintenance, Safety, and Handling	8	Provide instruction in the handling and control of the security guard’s firearm. Instruction should relate to weapons safety and handling to include: nomenclature, wearing of the weapon, care and cleaning, performing a functions check, storage, and accountability. Special emphasis must be placed on loading, unloading, and the safe lowering of a “cocked” hammer on a live round.
Familiarization Fire	32	Instruction on live fire with no less than 500 rounds of ammunition. Instructions include transition from other weapons.

### EXHIBIT 4E (CONTINUED)

#### Handgun Qualification Course

Firearms: Contract-authorized handgun and ammunition

Ammunition: Fifty (50) rounds

Target: ICE Target – ICE QT

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

A total of fifty (50) rounds will be fired with a maximum possible score of two hundred-fifty (250) points. Minimum qualification score is two hundred (200) out of two hundred-fifty (250) for eighty (80) percent.

Marksmanship Ratings:

220-230 = Marksman

231-240 = Sharpshooter

241-249 = Expert

250 = Distinguished Expert

#### Course of Fire:

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
1	1.5 YSD	6	Strong hand only from the holster using the bent elbow position with the support arm/hand placed against the upper centerline of the officer's chest	On command the shooter will: Draw and fire one (1) round in two (2) seconds and re-holster. Draw and fire two (2) rounds in two (2) seconds and re-holster. Draw and fire three (3) rounds in two (2) seconds and re-holster. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage two.



STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
2	3 YDS	6	Using two hands from the holster -- point shoulder shooting, referencing sights	On command the shooter will: Draw and fire three (3) rounds in the chest of the target in three (3) seconds, and re-holster. Draw and fire three (3) rounds in three (3) seconds to the chest, perform a reload (emergency, tactical or magazine exchange) and re-holster.
3	7 YDS	6	Body armor and cover drills. Two-handed shooting using the sights	On command the shooter will draw and fire two (2) rounds to the chest of the target and one (1) round to the head of the target in five (5) seconds and assume a high search position. From high search, move to an aimed in position and fire two (2) rounds to the chest of the target and one (1) round to the head of the target in four (4) seconds. At the end of this stage, the two- (2) headshot rounds must be in the five-ring head area for each to count as five (5) points. The head area outside the five ring is worth two (2) points. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage four.
4	7 YDS	12	One-handed shooting	On command the shooter will draw and fire three (3) rounds, using both hands, then transfer the weapon to the strong hand only and fire three (3) rounds, in ten (10) seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster. Draw and fire three (3) rounds, using both hands, then transfer the weapon to the support hand only and fire three (3) rounds, in ten (10) seconds. Perform a reload (emergency, tactical or magazine exchange),

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				and re-holster.
5	15 YDS	12	Two-handed shooting from the standing and kneeling position	On command the shooter will draw and fire six (6) rounds from the standing position in ten (10) seconds. Move to a kneeling position. When the target edges, or command is given that threat has diminished, shooter performs a reload (emergency, tactical or magazine exchange) in five (5) seconds and assumes a ready position. When threat reappears, or command to fire is given, fire six (6) additional rounds from the kneeling position in ten (10) seconds. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage six (6).
6	25 YDS	4	Barricade	On command the shooter will take one (1) step to the rear and one (1) to the right of the barricade. When the threat appears or command to fire is given, move to cover, draw and fire two (2) rounds from the right side standing barricade position, move to the right side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds. While in a position of cover, perform a magazine exchange.
7	25 YDS	4	Barricade	On command the shooter will take one (1) step to the rear and one (1) to the left of the barricade. When the threat appears or command to fire is given, move to cover and fire two (2) rounds from the left side

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				standing barricade position, move to the left side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds.

**Exhibit 4F**

**VENDOR-PROVIDED ANNUAL WEAPONS REFRESHER TRAINING AND QUALIFICATIONS**

The vendor shall provide a minimum of eight (8) hours of annual baton and/or OC Spray, as appropriate, refresher training and annual weapons qualification using the course of fire in Exhibit 4E of this BPA. The vendor must coordinate with the COTR to monitor the firearms qualification.

**EXHIBIT 5A**

**VENDOR'S CERTIFICATION OF BASIC TRAINING**

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

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

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

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

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

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

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

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

**CERTIFIED BY:**

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

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



**EXHIBIT 5B**

**VENDOR'S CERTIFICATION OF SUPERVISORY TRAINING**

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

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

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

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

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

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

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

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

**CERTIFIED BY:**

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

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

**EXHIBIT 5C**

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

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

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

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

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

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

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

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

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

**CERTIFIED BY:**

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

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

**EXHIBIT 5D**

**VENDOR'S CERTIFICATION OF REFRESHER TRAINING**

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

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

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

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

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

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

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

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

**CERTIFIED BY:**

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

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

**EXHIBIT 5E**

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

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

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

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

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

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

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

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

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

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

**CERTIFIED BY:**

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

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

**EXHIBIT 5F**

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

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

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

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

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

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

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

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

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

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

**CERTIFIED BY:**

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

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



**EXHIBIT 6**

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

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

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

I hereby certify that the above named employee has fulfilled all the requirements stated below, and that the following documents are all current, valid, and properly filed in the employee's personnel file as required by BPA number \_\_\_\_\_.

<b>Subject</b>	<b>Date Completed / Filed</b>
Resume / Transcripts / Diploma	
SF 78 – Certificate Of Medical Examination	
Pre-employment Drug Screening	
Domestic Violence Form	
State, Local Firearms License	
Basic Training Completion Certificate	
Passing Score On Written Examination	
Firearms Training Certificate	
Firearms Qualification Certificate	
Government Provided Training Certificate	
Recertification Training Certificate	
Expandable / Straight Baton Training Certificate	
Magnetometer/X-Ray Training Certificate	
Refresher Training	

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

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

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

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

This certification shall be completed and submitted to the LCOTR with the vendor employee's suitability documentation (FPS 176, FD-258 Fingerprint Cards, and I-9 Employment Eligibility Verification) prior to the employee's initial performance under the BPA and every three (3) years thereafter, concurrent with the employee's suitability adjudication renewal application. A copy of this certification shall also be placed in the vendor employee's personnel file and shall be updated to reflect certification renewals as they occur.

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**EXHIBIT 6A**

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

**Issued at post-award conference.**

**EXHIBIT 6B**  
**KEY PERSONNEL RESUME**

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

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

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

CURRENT POSITION WITH THE VENDOR FIRM: \_\_\_\_\_

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

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

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

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

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

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

Employee's Name:

SSN: - -

**EDUCATION SUMMARY:**

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

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

**EXHIBIT 6C**

**SECURITY SUITABILITY REQUIREMENTS**

<b>Facility Clearance</b>	<b>Required</b>	<b>Not Req'd</b>
Top Secret		X
Final Secret		X

<b>Personnel Clearance</b>	<b>Post Requirements (or "None")</b>
Top Secret	None
Final Secret	None
DOE "Q"	None
DOE "L"	None
NRC "Q"	None
NRC "L"	None
<b>DHS Suitability</b>	<b>ALL</b>

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

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**EXHIBIT 7**

**CONDUCT ON FEDERAL PROPERTY**

**Posted at entrances of Federal buildings.**



**EXHIBIT 1A**  
**REQUIRED ADMINISTRATIVE FORMS**

<b>Form Number</b>	<b>Form Title</b>
DHS 11000-6	Non-Disclosure Agreement
I-9	Employment Eligibility Verification
SF-85P	Questionnaire for Public Trust Positions
SF-85PS	Supplemental Questionnaire for Selected Positions
FD-258	Fingerprint Application Card
GSA 3155	Offence/Incident Report
SF-78	Certificate of Medical Examination
DHS form 139	Security Guard Sign in and out
139	Record of Time of Arrival and Departure from Building
Form 1103	24-hour Duty Log
	Equipment Performance Test Report
2580	Security Post Assignment Record

**ATTACHMENT 3  
ADDITIONAL TERMS AND CONDITIONS**

**I. SCHEDULE OF SERVICES****01. DESCRIPTION OF SERVICES**

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

**02. CONTRACT TYPE**

Services shall be furnished via Blanket Purchase Agreement (BPA) with fixed unit prices against GSA FSS Contract Schedule 084.

**03. ESTIMATED QUANTITIES**

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

**04. PRICES****A. Pricing Required for All Services and Performance Periods**

Contractors must quote prices for all services required during the Base Year, as well as for each ordering period, in order to be considered for award. Contractors submitting partial pricing information shall be ineligible for award.

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

1. The minimum wage rates and fringe benefits applicable to the BPA are outlined in the Department Of Labor (DOL) Wage Determinations and/or Collective Bargaining Agreement (CBA) included within the request for quotation.
2. The applicable job classifications under this request for quotes is: **Armed and Unarmed Security Guard Services (Guard II) in accordance with the attached CBA.** This classification reflects the minimum wage rates that the Contractor must pay to all employees working under the order. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.

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**C. Unbalanced Pricing**

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

**D. Contingency Pricing**

Contractors must not include contingency allowances to cover increased costs for which adjustments are provided under Federal Acquisition Regulation (FAR) Clause 52.222-43 – Fair Labor Standards Act and Service Contract Act – Price Adjustments (Multiple Year and Option Contracts)(May 1989). For cost/price factors that are subject to variation, but are not subject to adjustment under FAR clause 52.222-43, contractors may factor in contingency allowances.

**E. Pricing of Services**

1. The hourly prices quoted must be inclusive of all direct costs, indirect costs, and profit necessary to provide an hour of post coverage as required. Contractors must include all costs associated with providing the services described herein.
2. The Government shall not be responsible for compensating the Contractor for any costs tied to solicitation requirements but not factored into the proposed prices, either by the Contractor's intention or by mistake.

**G. Definitions**

1. Basic Services – Basic services are the permanent ongoing services specifically included in the call(s) at time of award or added through modification. For these services, the Contractor shall be compensated using the Basic Services Rates.
2. Temporary Additional Services - During the term of the BPA, the Government may have requirements for temporary additional services (TAS) beyond the basic requirements. Due to the nature of these services, the Contractor may be required to provide them with little advance notice. In such circumstances, the Contractor shall be compensated using the TAS rate for any temporary additional services requested less than 72 hours prior to the required start of such service. If applicable, the Contractor will be compensated at the TAS rate for a maximum of 72 hours after the start of such services. If the services are still required beyond 72 hours of performance the Basic Service Rate shall apply.
  - a. In the event other agencies contact the Contractor to request Temporary Additional Services under a task order, the Contractor shall notify the FPS COTR and Contracting Officer immediately.
  - b. This temporary Additional Service provision is intended to satisfy the Government's short term, non-recurring needs for service. Should a

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continuing need for additional service arise, a contract modification will be issued by the government to provide for those services.

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

**II. PACKING AND MARKING**

**01. PAYMENT OF POSTAGE AND FEES**

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

**02. MARKING**

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

**III. INSPECTION AND ACCEPTANCE**

**01. CONTRACTOR'S RESPONSIBILITY**

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

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

- A. Definition - "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires
- C. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

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- E. If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may:
  - 1. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
  - 2. Reduce the contract price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
  - 1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or
  - 2. terminate the contract for default.

**IV. DELIVERIES OR PERFORMANCE**

**01. TERM OF CONTRACT**

After BPA award the Contractor shall be given notice to proceed on individual task orders and shall provide all contractual services, subject to the availability of appropriations if applicable, (see the Clause FAR52.232-18, Availability of Funds (APR 1984), contained within the Request for Quotes), commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on the first day of the second month following BPA award. Initial date of performance is projected to be no earlier than 01 June 2008 and no later than 01 Dec 2008. Current estimated **Performance periods are as follows:**

Base Period:	6/1/2008 – 5/31/2009
Year 2:	6/1/2009 – 5/31/2010
Year 3:	6/1/2011 – 5/31/2012
Year 4:	6/1/2012 – 5/31/2013
Year 5:	6/1/2013 – 5/31/2014

**02. OPTION TO EXTEND SERVICES**

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

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and Service Contract Act---Price Adjustment (Multiple Year and Option Contracts)", contained within the BPA.

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

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

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

**V. CONTRACT ADMINISTRATION DATA**

**01. SUBMISSION OF INVOICES**

- 1. invoices shall now be submitted via one of the following three methods:
  - a. By mail



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Immigration and Customs Enforcement  
Burlington Finance Center  
P.O. Box 1279  
Williston, VT 05495-1279  
Attn: FPS Region # 3

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

802-288-7658

**c. By e-mail:**

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

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

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

"...An invoice must include—

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

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

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

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

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

**02. PAYMENTS**

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

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

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

D. To verify the monthly payment for productive man-hours, the CO's designated representative may compare the man-hours required in the task order with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor and funded on the contract/task order. If variances are noted between the invoice and the DHS Form 139, the Government will propose a contract deduction. For example, if the task order required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the DHS Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

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

**03. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE**

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

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

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

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

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

**A. Contracting Officer (CO)**

1. The CO for this RFQ and resultant award is: Annmaire Bartholomeo
2. Administrative Contracting Officer will be assigned after award of the order.
3. The CO has the overall responsibility for the administration of the order. The CO alone is authorized to take action on behalf of the Government to amend, modify or deviate from the order terms and conditions; make final decisions on unsatisfactory performance; terminate the order for convenience or default; and issue final decisions regarding questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

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

1. The COTR for the order is:

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(To be determined upon award of order)

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

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

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

**VI. CONTRACT CLAUSES**

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

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-5	Covenant Against Contingent Fees	APR 1994
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-8	Annual Representations and Certifications	JAN 2006
52.209-5	Certification Regarding Debarment, Suspension Proposed	

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ADDITIONAL TERMS AND CONDITIONS**

52.209-6	Debarment, and Other Responsibility Matters Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2001  SEP 2006
52.212-4 52.222-4	Contract Terms and Conditions-Commercial Items Contract Work Hours and Safety Standards Act — Overtime Compensation	SEP 2005  JUL 2005
52.222-24	PreAward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-43	Fair Labor Standards Act and Service Contract Act Price Adjustment	NOV 2006
52.223-6	Drug-Free Workplace	MAY 2001
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.237-3	Continuity of Services	JAN 1991
52.245-1	Government Property	JUN 2007
52.245-1 Alternate I	Government Property	JUN 2007
52.245-9	Use and Charges	AUG 2005
52.249-2	Termination for Convenience of the Government	MAY 2004
52.249-8	Default	APR 1984
3052.204-70	Security Requirements for Unclassified Information Technology Resources	JUN 2006
3052.211-70	Index for Specifications	DEC 2003
3052.215-70	Key Personnel or Facilities	DEC 2003
3052.219-70	Small Business Subcontracting Reporting Program	JUN 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	DEC 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	DEC 2003
3052.228-70	Insurance	DEC 2003
3052.242.71	Dissemination of Contract Information	DEC 2003
3052.242-72	Contracting Officer's Technical Representative	DEC 2003
3052.245-70	Government Property Reports	JUN 2006

**02. Clauses Incorporated by Full Text**

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

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

**FAR 52.204-9 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL  
(NOV 2006)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of

**SALARY TABLE**  
**INCORPORATING THE 2.50% GENERAL SCHEDULE**  
**FOR THE LOCALITY PAY AREA OF PHILADELPHIA**  
(See <http://www.opm.gov/oca/08tables/locde>)  
**(TOTAL INCREASE)**

**EFFECTIVE JANUARY 1, 2008**

*Hourly Basic (B) Rate*  
*Hourly Overtime (O) Rate*

Grade	B/O	Step 1	Step 2	Step 3	Step 4
1	B	\$ 9.81	\$ 10.14	\$ 10.47	\$ 10.79
	O	14.72	15.21	15.71	16.19
2	B	11.03	11.30	11.66	11.97
	O	16.55	16.95	17.49	17.96
3	B	12.04	12.44	12.84	13.24
	O	18.06	18.66	19.26	19.86
4	B	13.51	13.96	14.41	14.87
	O	20.27	20.94	21.62	22.31
5	B	15.12	15.62	16.13	16.63
	O	22.68	23.43	24.20	24.95
6	B	16.85	17.41	17.98	18.54
	O	25.28	26.12	26.97	27.81
7	B	18.73	19.35	19.98	20.60
	O	28.10	29.03	29.97	30.90
8	B	20.74	21.43	22.12	22.82
	O	31.11	32.15	33.18	34.23
9	B	22.91	23.67	24.44	25.20
	O	34.37	35.51	36.66	37.80
10	B	25.23	26.07	26.91	27.75
	O	37.85	37.85	37.85	37.85
11	B	27.72	28.64	29.56	30.49
	O	37.85	37.85	37.85	37.85
12	B	33.22	34.33	35.44	36.54
	O	37.85	37.85	37.85	37.85
13	B	39.50	40.82	42.14	43.46
	O	39.50	40.82	42.14	43.46
14	B	46.68	48.24	49.79	51.35
	O	46.68	48.24	49.79	51.35
15	B	54.91	56.74	58.57	60.40
	O	54.91	56.74	58.57	60.40



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	O	37.85	37.85	37.85	37.85
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	O	37.85	37.85	37.85	37.85
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	O	39.50	40.82	42.14	43.46
14	B	46.68	48.24	49.79	51.35
	O	46.68	48.24	49.79	51.35
15	B	54.91	56.74	58.57	60.40
	O	54.91	56.74	58.57	60.40

**ATTACHMENT 3  
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Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

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

(End of clause)

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

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

(End of clause)

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

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

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

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

(End of clause)

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

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

EMPLOYEE CLASS	HOURLY MONETARY WAGE	% OF BASIC HOURLY RATE AS FRINGE BENEFITS
GS-0085-5	STEP 1 \$15.12	32.85%

SICK LEAVE REQUIRED BY LAW:

13 days of sick leave per year

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ADDITIONAL TERMS AND CONDITIONS**

PAID HOLIDAYS PROVIDED BY LAW:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas

VACATION OR PAID LEAVE AS REQUIRED BY LAW:

- (1) 2 hours of annual leave each week for an employee with less than three years of service.
- (2) 3 hours of annual leave each week for an employee with three but less than 15 years of service.
- (3) 4 hours of annual leave each week for an employee with 15 or more years of service.

WAGE DETERMINATION:

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

(End of clause)

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

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

Annmarie            Bartholomeo  
DHS FPS ICE  
701 Market Street  
Philadelphia, PA 19106  
E-mail: annmarie.bartholomeo@dhs.gov

- Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control;
- An employee transfers out of the bargaining unit, except as provided in this article.

8. An employee who accepts a permanent management position with the Company shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which he/she is entitled to according to his/her previously retained seniority.

9. The Company shall prepare an up-to-date seniority list, which shall be posted on the furnished bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.

10. It is understood senior employees shall have preference of assignments to shifts and days off. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and the Company shall maintain them. When the Company does determine that an opening exists, the Company will fill the opening in the following manner:

- Award the opening to the senior full-time employee in the same classification that has had a written request on file with the Employer a minimum of fourteen (14) calendar days. If no full-time employee has a written request on file with the Employer, the Company may then fill the opening as follows;
- Award the opening to the senior part-time employee in the same classification that has had a written request on file with the Employer a minimum of fourteen (14) days. If no part-time employee has a written request on file with the Employer, the Company may then fill the opening as follows;
- Post a notice of the opening to all full-time and part-time employees in the same classification; giving those employees seven (7) calendar days to request

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

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

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

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

(End of provision)

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

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national

**ATTACHMENT 3  
ADDITIONAL TERMS AND CONDITIONS**

or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
  - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
  - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
  - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training



**ATTACHMENT 3  
ADDITIONAL TERMS AND CONDITIONS**

concerning the protection and disclosure of sensitive information both during and after contract performance.

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

(End of clause)

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

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the

**ATTACHMENT 3  
ADDITIONAL TERMS AND CONDITIONS**

entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) *Special rules.* The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

- it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;
- it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

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\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

**INSURANCE REQUIREMENT**

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

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

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

(1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

(2) GENERAL LIABILITY

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

(3) AUTOMOBILE LIABILITY

The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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ADDITIONAL TERMS AND CONDITIONS**

**(4) HAZARDOUS MATERIALS**

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

**ATTACHMENT 3  
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(c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this required is waived under Departmental procedures.

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

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

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

(End of clause)

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

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

William W.Gross Division of  
Director Wage Determinations

Wage Determination No.: CBA-2008-1933  
Revision No.: 0  
Date Of Last Revision: 2/14/2008

State: New Jersey

Area: Statewide

Employed on Department of Homeland Security, Immigration and Customs Enforcement, Federal Protective Services, D contract for Armed and Unarmed Security Guard Services for federally owned and leased facilities throughout the State of New Jersey (Southern).

Collective Bargaining Agreement between contractor: Ares Group Incorporated, and union: National Union of Security Guards and Officers (NUSOG) Local N/A, effective 6/1/2007 through 5/31/2010.

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



# National Union of Security Officers & Guards



**NATIONAL UNION OF SECURITY OFFICERS AND GUARDS  
(NUSOG)  
148-06 Hillside Avenue  
Jamaica, NY 11435**

**And**

**ARES GROUP, INC.  
8625C Engleside Office Park  
Alexandria, VA 22309**

**June 1, 2007**

**Through**

**May 31, 2010**

---

## ARTICLE 1

### BARGAINING UNIT

This Agreement is entered between **Ares Group Inc.** (after referred to as the Company and Employer) and the **National Union of Security Officers and Guards (NUSOG)**, (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as all full-time and part-time Security Officers, site Supervisor employed by Ares Group Inc. The contractual relationship established herein is conditioned upon the Employer maintaining its status as contractor to provide security to various GSA New Jersey Mid-Atlantic facilities in the State of New Jersey, and the Union maintaining its status as exclusive representative of the employees in the bargaining unit describe herein, with respect to wages, hours and conditions of employment, excluding all other employees including, office clerical, dispatchers, field supervisor's and professional employees as defined in the National Labor Relations Act.

This Agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business of the Employer, or any part thereof, the purchaser, transferee or assignment to/or a new contractor assigned by GSA New Jersey Mid-Atlantic to provide security service or various governmental facilities in the State of New Jersey, shall be bound by this Agreement.

## ARTICLE 2

### BARGAINING OBLIGATIONS

A. Obligation to Bargain. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities.

**ATTACHMENT 3  
ADDITIONAL TERMS AND CONDITIONS**

or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

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

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

**ATTACHMENT 3  
ADDITIONAL TERMS AND CONDITIONS**

concerning the protection and disclosure of sensitive information both during and after contract performance.

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

(End of clause)

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

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the

ATTACHMENT 3  
ADDITIONAL TERMS AND CONDITIONS

entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;  
 it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

**ATTACHMENT 3  
ADDITIONAL TERMS AND CONDITIONS**

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

**INSURANCE REQUIREMENT**

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

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

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

(1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

(2) GENERAL LIABILITY

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

(3) AUTOMOBILE LIABILITY

The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.



**ATTACHMENT 3  
ADDITIONAL TERMS AND CONDITIONS**

**(4) HAZARDOUS MATERIALS**

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

ATTACHMENT 3  
ADDITIONAL TERMS AND CONDITIONS

(c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this required is waived under Departmental procedures.

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

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

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

(End of clause)

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

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

William W.Gross                      Division of  
Director                              Wage Determinations

Wage Determination No.: CBA-2008-1933  
Revision No.: 0  
Date Of Last Revision: 2/14/2008

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State: New Jersey

Area: Statewide

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Employed on Department of Homeland Security, Immigration and Customs Enforcement, Federal Protective Services, D contract for Armed and Unarmed Security Guard Services for federally owned and leased facilities throughout the State of New Jersey (Southern).

Collective Bargaining Agreement between contractor: Ares Group Incorporated, and union: National Union of Security Guards and Officers (NUSOG) Local N/A, effective 6/1/2007 through 5/31/2010.

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

# National Union of Security Officers & Guards



NATIONAL UNION OF SECURITY OFFICERS AND GUARDS  
(NUSOG)  
148-06 Hillside Avenue  
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And

ARES GROUP, INC.  
8625C Engleside Office Park  
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June 1, 2007

Through

May 31, 2010

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## ARTICLE 1

### BARGAINING UNIT

This Agreement is entered between **Ares Group Inc.** (after referred to as the Company and Employer) and the **National Union of Security Officers and Guards (NUSOG)**, (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as all full-time and part-time Security Officers, site Supervisor employed by Ares Group Inc. The contractual relationship established herein is conditioned upon the Employer maintaining its status as contractor to provide security to various GSA New Jersey Mid-Atlantic facilities in the State of New Jersey, and the Union maintaining its status as exclusive representative of the employees in the bargaining unit describe herein, with respect to wages, hours and conditions of employment, excluding all other employees including, office clerical, dispatchers, field supervisor's and professional employees as defined in the National Labor Relations Act.

This Agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business of the Employer, or any part thereof, the purchaser, transferee or assignment to/or a new contractor assigned by GSA New Jersey Mid-Atlantic to provide security service or various governmental facilities in the State of New Jersey, shall be bound by this Agreement.

## ARTICLE 2

### BARGAINING OBLIGATIONS

A. Obligation to Bargain. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities.

B. Separability. In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.

### ARTICLE 3

#### UNION SECURITY

1. All employees covered by this Agreement who are members of the Union shall maintain membership in good standing in the Union, or pay a service fee to the Union, as a condition of continued employment.

2. All employees covered by this Agreement who are not members of the Union shall become members of the Union in good standing, or pay a service fee to the Union, on or before the 31<sup>st</sup> day from: (a) the date they first commenced work, (b) the date of execution of this Agreement or (c) the effective date of this Agreement, whichever is later.

3. For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and the fees uniformly required as a condition of acquiring or retaining membership.

4. The Employer shall discharge any employee covered by this Agreement not later than two (2) work weeks following the receipt of written notice from the Union that any employee has failed to become a member or retain membership in good standing in the Union, or pay a service fee equal to Union dues and fees to the Union, in accordance with the provisions of this Agreement. Such discharges shall not be considered to be for "cause" and are not subject to the provisions of the grievance procedures or arbitration.

5. New employees shall be deemed to be on a probationary trial basis for the first 90 days of their employment. Thereafter, they shall be deemed regular employees, who



shall be required to become members of the Union, or pay a service fee to the Union, retroactively from the first date of their employment. Probationary employees shall not be covered by the grievance procedure or arbitration and may have their employment terminated by the Employer regardless of "cause" during their first 90 days of employment.

6. The Union shall hold harmless and indemnify the Employer for any claims, suits or damages arising from or incurred as a result of the application of subsections 1 through 4 of this Article, to include payment of reasonable attorney fees for the defense of such claims or suits.

#### **ARTICLE 4**

##### **DUES CHECKOFF**

1. The Employer agrees to deduct monthly from the pay of each employee who is covered by this Agreement such Union dues and fees, or a service fee in lieu of Union dues, as are uniformly required and as billed by the Union as a condition of membership, upon the condition precedent that the Union shall furnish the Employer with a written Union Dues/Fees deduction authorization by each of the aforesaid employee Union members.

2. The Employer shall remit to the Union the dues and service fees deducted pursuant to this article no later than the 15<sup>th</sup> day of each month. The Union agrees that it will indemnify and save the Employer harmless for any claims growing out of said deductions, to include payment of reasonable attorney fees for defense of such claims or suits.

#### **ARTICLE 5**

##### **MANAGEMENT'S RETAINED RIGHTS**

###### **Section 1**

Management of the business and direction of the security force are exclusively the right of management.

These rights include the right to:

- A. Hire;
- B. Assign work;
- C. Promote, demote;
- D. Discharge, discipline, or suspend for just cause;
- E. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked;
- F. Determine the qualifications of an employee to perform work.

## **Section 2**

Any of the rights, power or authority the Company has now (as defined in Section 1) or had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

## **ARTICLE 6**

### **RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES**

1. The Employer shall not discriminate against any employee because of his/her membership or non-membership in the Union, nor shall the Employer restrain or coerce any employee in the exercise of any rights granted by law or under this Agreement, or discriminate against or take reprisals against any employee for exercising any rights granted by law or under this Agreement.
  
2. Official time shall be provided as follows to investigate, process and present grievances:
  - A. Employees shall be granted official time, (up to one hour total per grievance within their scheduled working hours, as needed), upon individual request to a supervisor, to report grievances to their Union stewards/representatives and to present grievances to management. Such requests for official time shall not be unreasonably

denied or delayed, but the granting of official time may be postponed temporarily for operational needs or denied for excessive use of apparent abuse.

B. Union stewards/representatives shall be granted up to one-hour total of official time per grievance, upon individual request to their supervisor, to investigate, receive and present grievances to management. Such requests for official time shall not be unreasonably denied or delayed, but the granting of official time may be postponed temporarily for operational needs or denied for excessive use or apparent abuse.

C. Union representatives and stewards shall be granted official time to meet with management officials regarding non-grievance labor relations matters if the meeting is requested by a management official or is requested by a Union representative and approved by a management official.

D. When requesting official time regarding a grievance or other matter, the employee or Union steward/representative shall provide to the appropriate supervisor or management official sufficient information to make an appropriate informed decision regarding the request.

E. Overtime pay shall not be given for the processing of grievances or for labor-management meetings, unless the meeting is requested by the Employer.

## ARTICLE 7

### UNION/EMPLOYEE RESPONSIBILITIES

1. Except as authorized by this Agreement, neither the Union nor any employee in the bargaining unit shall conduct Union business or carry on Union activities (soliciting members, distributing literature, etc.) during the work time of either the Union representatives or the members being contacted, or on the premises being secured, unless permission is specifically granted. Union representatives who are in a non-duty status shall not interfere with the performance of official duty during working hours of employees who are in a duty status.

2. The Union agrees that any employee who requests Union representation for a grievance shall be represented at each stage of the grievance by no more than one Union representative at a time. The Union further agrees that if a Union representative

approaches a management official for the purpose of conducting Union business, such as presenting a grievance, the Union representative will promptly and clearly inform the management official that he/she is there to conduct official Union business and shall state the nature of the business, so the management official will be aware of the purpose of the conversation and the procedures to be followed.

3. The Union agrees to train its stewards in the scope of their duties and in the manner and procedures by which such duties are to be accomplished.

4. The Union shall provide the Employer with a current list of all stewards and/or representatives and shall keep the Employer informed in writing, on a continuing basis, of any changes in Union stewards and/or representatives.

## **ARTICLE 8**

### **CLASSIFICATIONS**

A. Full-time employees are those employees who regularly work an average of Thirty-two (32) hours or more a week.

B. Part-time employees are those employees who regularly work less than an average of Thirty-two (32) hours a week. Part-time employees are eligible for holiday pay and vacation leave benefits based on actual hours worked. Part-time employees are eligible for all other benefits on a pro-rata basis on the hours they are regularly scheduled to work.

C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties.

D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

## ARTICLE 9

### SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

## ARTICLE 10

### NO STRIKE CLAUSE

1. For the purpose of this Agreement, the term "strike" includes any strike or concerted action by any employee with others involving failure to report for duty, the willful absence from one's post or position, the slowdown or stoppage of work, the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, or in any manner interfering with the operation of the Employer, for the purpose of including, influencing or coercing a change in the conditions of employment or compensation or the rights, privileges or obligations of employment.

2. Neither the Union nor any employee in the bargaining unit shall initiate, authorize, actively support or participate in a strike.

3. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a line at the employees' regular place of employment, established by the Union or established by any other labor organization or established by any other group, shall constitute a violation of Section A of this Article.

4. The Union agrees that it will not assist employees participating in such work stoppage, strike, international slowdowns, picketing, or suspension or work against whatever disciplinary action the Employer may take place and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement.

5. The Employer shall discipline, as deemed appropriate, any employee who engages in a strike, as defined in section 1 of this Article. Any disciplinary action taken against striking employees shall not be construed as a violation of any provisions of this Agreement and shall not be subject to the grievance and arbitration provisions of this Agreement.

6. In the event of a strike as prohibited by this Article, the Employer agrees that there shall be no liability on the part of the Union, provided that upon notification, in writing, by the Employer of said strike, the Union meets the following conditions:

A. Within no more than eight (8) hours after receipt of written notification from the Employer of any strike, the Union shall publicly disavow the strike by posting a notice, signed by the Union president or other appropriate official, on each bulletin board or other space where the Union normally posts notices, to include the Union offices, stating that the strike is unauthorized and unsupported by the Union, and by providing copies of the notice to the Employer.

B. The Union shall in good faith promptly direct (in writing, verbally, or both) the employees of the bargaining unit to return to work notwithstanding the existence of any strike and the Union shall use every reasonable effort and cooperation with the Employer to terminate the strike.

7. The Union's failure to comply with the conditions in Section 4 above, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the Employer to terminate this contract.

## **ARTICLE 11**

### **VISITATION OF UNION REPRESENTATIVES**

It is agreed that Union representatives shall have access to the various work sites under control of Agency, during working hours, to ascertain whether this Agreement is being properly observed, providing there is a minimum interruption of normal course of the operations at the various buildings under Agency and all regulations of the Government are complied with. It is mutually understood that the Employer has no control over who can visit a site, as this control is solely with the Agency.



**ARTICLE 12**

**RELEASE OF INFORMATION**

1. The Union agrees to provide each employee in the bargaining unit with a copy of this Agreement.
  
2. The Employer agrees to provide to the Union a copy of each memorandum or other document which establishes operational requirements for employees in the bargaining unit.
  
3. The Employer and the Union agree that they will make available to each other, upon reasonable written request, documents or information relevant to negotiations or necessary for proper enforcement of the terms of this Agreement, except to the extent that such information may be considered privileged or confidential by either party.

**ARTICLE 13**

**EQUAL OPPORTUNITY**  
**(NON-DISCRIMINATION)**

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, and selection for training.

The parties agree to comply with all applicable Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting for the provisions of the equal opportunity requirements.

The provisions of this article will not operate to invalidate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

#### **ARTICLE 14**

##### **TRIAL PERIOD-NOTIFICATION**

A. Each newly hired employee shall be considered a probationary employee of the Company during his/her first ninety (90) days of employment, to be engaged for a probationary period, during which he/she may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement. After the probationary period, the new employee shall be considered a regular employee and shall accrue seniority from the date of hire.

B. The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

#### **ARTICLE 15**

##### **SENIORITY**

1. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and predecessor at governmental facilities in the State of New Jersey. Full-time employees and part-time employees shall be placed on separate seniority lists.

2. Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees in accordance with the date they became a full-time employee if they have completed the equivalent of the ninety (90) day probationary period.

3. Full-time employees, after completing the probationary period, who are thereafter placed on part-time work with the Company, will retain their full-time seniority; however, they shall not accumulate additional 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 list to which their full-time seniority does entitle them.

4. In the event of a layoff or recall from layoff, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse order of layoff. It is understood that probationary employees will be laid off before employees with seniority.

5. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in his/her mailing address. The employee shall reply to the Company his/her intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.

6. An employee who is unable to report to work because of a non-occupational injury or illness shall retain his/her seniority for one (1) year, except that he/she shall be subject to layoff according to his/her seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to layoff according to their seniority.

7. An employee's seniority shall be terminated upon the occurrence of any of the following events:

- Employee is discharged for just cause;
- Employee voluntarily quits;
- Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;

being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the position, it will be given to the senior part-time employee who requested the opening in writing within the seven (7) calendar days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) calendar days, the Company may then fill the opening as follows;

- Post a notice of the opening to all full-time and part-time members of the bargaining unit currently working in a different classification, but meeting all qualifications for the classification in which the opening exists, giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the opening within seven (7) calendar days, the Company will then award the opening to the senior part-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time or part-time member of the bargaining unit requests the opening in writing within seven (7) calendar days of the notification of the opening, the Company may then fill the opening as follows;
- Fill the opening from outside the bargaining unit.

## **ARTICLE 16**

### **DISCHARGES**

A. The Employer shall have the right to discharge, discipline or suspend an employee for just cause. Just cause shall include, but not be limited to, such categories of misconduct as tardiness; absence without leave; failure to perform duties in a competent or conscientious manner; leaving a post unattended; insubordination, falsification of an employment application or any report or other document submitted to the Employer in the course of employment; malingering; engaging in a strike; theft; lying to a supervisor about any employment related matter; conviction or other adjudication of guilt, whether it results in a conviction or not, of a criminal offense, or other misconduct of such a nature

that it could negatively impact upon the ability of the employee to perform security duties, or on the ability of the Employer to keep or perform the security contract with the Agency ("conduct unbecoming"). Progressive discipline may be employed for relatively minor offenses such as tardiness, but need not be employed for more serious offenses.

The failure of any employee to comply with a mandatory conditions of employment imposed by the Agency issuing the security contract, such as security status, failure to maintain a valid driver's license or weapons permit, shall be just cause for termination, regardless of whether the failure is the result of any culpable misconduct on the part of the employee.

B. Any employee not granted a security clearance or a security clearance on a current employee is terminated by the agency, and such clearance is required by the controlling governmental agency, shall be discharged without recourse to grievance or arbitration procedures.

## ARTICLE 17

### HOURS OF WORK, OVERTIME AND PAY PERIODS

1. Overtime will be paid for all work in excess of forty (40) hours in any one workweek. The workweek shall start on 0001 Sunday and end on 2400 Saturday.
2. No employee shall be required to work more than twelve (12) hours in any twenty-four (24) hour period, unless by an Act of God, or a national emergency.
3. No employee will be required to work more than forty (40) hours per week without overtime, regardless of calendar year. There must be at least eight (8) hours between tours. Employees required to work without receiving eight (8) hours between tours, will be paid the difference in overtime.
4. Wages shall be paid bi-weekly. Payday shall be every other Friday. Checks may be mailed to employees who work at locations where there are fewer than five employees.

**ARTICLE 18**  
**CALL OFF REQUIREMENT**

Failure of the employee to call off four (4) hours prior to their shift could result in the employee being deducted any time their post is open until filled, and the employee will not be able to use their Sick/Personal/Vacation time to cover that day.

**ARTICLE 19**  
**DEDUCTION LIABILITY**

Should the Company receive a monetary deduction due to the employee being at fault in performance, uniform or otherwise no in contract compliance, the employee will be responsible for the amount of the monetary deduction/forfeiture of pay for the hours identified on the shift worked.

**ARTICLE 20**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**A. Definition.** A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.

**B. Informal Procedure.** The parties shall attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such dispute in the manner provided in this paragraph B, the party making the claim shall, within the applicable time limit set forth below, serve a written grievance on the other party. When the Company requests a meeting with Union committee men during working hours, the committee men will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one workday and no overtime shall be paid. In the event of grievance on the graveyard



shift, the Company agrees to meet with the union at 0700AM during regular workdays for the purpose of discussing the grievance.

### **C. Suspension, Layoff and Discharges**

#### **Step 1**

1. Suspension or discharge shall be for just cause only. Any grievance relating to the suspension, layoff or discharge of an employee whose job classification is covered by this Agreement must be served in writing on the Project Manager and copies to the Shop Steward and to the Union within ten (10) working days of the date upon which the suspension, layoff or discharge was effective, or the grievance shall be null and void.

2. The Project Manager and a representative of the Union shall meet within seven (7) working days of the service of said grievance for the purpose of discussing and, if possible, settling said grievance. The Employer shall give to the Union its answer to the grievance and its reasons therefore within five (5) working days of the conclusion of such meeting. If the grievance is not settled, then:

#### **Step 2**

1. The Employer, or his/her designated representative, and the Shop Steward and the National Union Representative, or their designated representative, shall meet within five (5) working days after receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Project Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Union Representative will refer the grievance to the National Union for review to request arbitration.

#### **Step 3**

1. Either party may make a written request for arbitration. The written request must be served on either the Project Manager/Company's President, or President of the Union. If

such request is not served on the other party within ten (10) working days of the conclusion of the procedures set forth in sub-paragraph 2 of this paragraph C, the grievance shall be null and void for all purposes.

**D. All Other Grievances/Disputes**

1. All grievances not subject to paragraph C of this Article must be served in writing on the other party (Project Manager or President of the Union) within ten (10) working days of the occurrence or discovery which gave rise to the dispute, or the grievance shall be null and void for all purposes.

2. The Project Manager and a representative of the Union shall meet within seven (7) working days of the conclusion of such meeting. If the grievance is not settled, then:

3. The Employer, or his or her designated representative, and the Shop Steward and the Union Representative, or their designated representative, shall meet within five (5) working days after the receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Project Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Union Representative will refer the grievance to the National Union for review to request arbitration.

4. Either party may make a written request for arbitration. If such request is not served on the other party within ten (10) working days of the conclusion of the procedures set forth in sub-paragraph 3 of this paragraph D, the grievance shall be null and void for all purposes.

**E. Arbitration**

1. Whenever a timely request for arbitration has been made pursuant to this Article, the Employer and the Union's representative shall meet within ten (10) working days of the

date the request for arbitration was served on the other party for the purpose of selecting an impartial arbitrator.

2. If the parties are unable to agree upon an impartial arbitrator, the party requesting arbitration shall mail a written request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service, American Arbitration Association or New Jersey State Board of Mediation within ten (10) working days of the conclusion of the meeting provided for in subparagraph 1 of this paragraph E.

3. The parties shall meet within five (5) working days of the day of receipt of said list for the purpose of attempting to select one of the individuals named on said list. If they are unable to do so, the party, which filed the grievance, shall strike three (3) names. The other party shall then strike three (3) names. The individual whose name remains shall be selected as the impartial arbitrator.

4. The arbitrator's decision shall be final and binding on the parties and any affected employee whose job classification is covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) days after the close of the arbitration or the filing of briefs, if any, whichever is later.

5. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice which is inconsistent with the provisions of this Agreement.

6. Should either of the parties fail to attend the hearing set by the Arbitrator, after due and proper notice hereof, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party and shall be empowered to render a final decision and award on the basis of the evidence presented.

7. The fees and expenses of the arbitration shall be borne equally by the Employer and the Union.

8. The limits set forth herein may be extended only by mutual agreement of the union and the Company.

## ARTICLE 21

### DISCIPLINARY ACTION

A. Disciplinary action will consist of a verbal warning, a written warning and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.

B. Any time an employee is to be interviewed and disciplinary action that may result in suspension or termination, he/she may have a Shop Steward or Union representative present. Both the employee and Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.

C. When the company requests a meeting in reference to a disciplinary action, those persons required to be present in excess of their eight (8) hour shift will be paid for the reasonable time spent.

## ARTICLE 22

### OVERTIME

A. Overtime pay is calculated at one and one-half (1 and ½) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g. vacations do not count as hours worked for overtime purposes.

B. Overtime Assignment

(1) Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime, his/her name will go to the bottom of the list.

(2) When a Bargaining Unit Employee is next on the list, and cannot work because of personal reasons, he/she will be passed over and the next Bargaining Unit

Employee on the list will work overtime and the Bargaining Unit Employee's name who turned down the overtime assignment will be next in turn for overtime.

(3) Mandatory Overtime: When the overtime requirement is involuntary, the Bargaining Unit Employee with the least seniority will be required to meet the overtime requirement. This includes involuntary call-in, which results in overtimes.

C. Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the trade will not cause the company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades will be approved in advance by the Project Manager or Site Supervisor.

(NOTE: The federal law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same workweek for pay).

D. It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime.

## ARTICLE 23

### WAGES

A. All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Schedule "A" attached hereto and made a part hereof.

B. In the event employee reports to work for his/her shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his/her regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting time pay.

## ARTICLE 24

### LEAVE OF ABSENCE

A. A leave of absence may be granted is the Employer's sole discretion for personal reasons for a period not to exceed thirty (30) days upon written application. Leaves of absence with the exception of paragraph E, shall not be granted for employees to work elsewhere.

B. An employee, upon presentation of a certificate from a doctor, maybe granted a Family Medical Leave under FMLA not to exceed twelve (12) weeks, except in case of an industrial accident wherein the employee shall be granted a leave of absence, if needed. A doctor's certificate may be required stating the employee is physically able to perform the available work before the employee will be allowed to return to work.

C. All requests and approvals for leave of absence must be in writing.

D. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Employer with a copy of his or her orders within five (5) days of receipt of such orders.

E. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence for the duration required to perform the duties of the position which he or she was elected or appointed.

F. All leaves of absence under this article are without pay, benefits, or allowance.

## ARTICLE 25

### BULLETIN BOARD

A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of non-controversial notices, such as:



1. Notices of Union recreational and social affairs;
2. Notices of Union elections;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meetings;
5. Union updates of negotiations.

B. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising or political matters.

C. Employer has no say in the use of bulletin board, except in order to maintain proper decorum or when directed by the government.

#### **ARTICLE 26**

##### **BEREAVEMENT LEAVE**

A. If it is necessary for an employee to lose time from scheduled workdays because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay

B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, aunt, uncle, grandparents, and grandchildren.

C. The Employer may require proof of the death for which an employee requests a paid leave.

#### **ARTICLE 27**

##### **TEMPORARY ASSIGNMENTS**

The Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced. Unless

employee's employment with Employer is continued as a result of a violation of Article 16 or agreed prior to scheduling of job assignment.

## ARTICLE 28

### HOLIDAYS

A. All full-time employees will receive eight (8) hours' pay at their normal hourly rate, for the following eleven (11) holidays:

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Martin Luther King Jr. Birthday</i>	<i>Columbus Day</i>
<i>President's Day</i>	<i>Veteran's Day</i>
<i>Memorial Day</i>	<i>Thanksgiving Day</i>
<i>Independence Day</i>	<i>Christmas Day</i>
<i>Employee's Birthday</i>	

B. The eleven (11) holidays shall be paid for regardless of the day of the week on which they fall.

C. The employee who is requested and agrees to work on any of the above-named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline.

D. Employees assigned to work Christmas and Thanksgiving will receive time and a-half plus the eight (8) hours holiday pay.

E. Employees who work less than thirty-two (32) hours per week average will have their holiday pay pro-rated based on average hours worked per week.

## ARTICLE 29

### VACATIONS

A. Full-time employees covered by this Agreement who have been continuously employed within the bargaining unit for a period of One (1) year and One (1) day shall

receive two (2) weeks paid vacation based on eighty (80) hours at their regular rates of pay.

B. Employees covered by this agreement who have been continuously employed within the bargaining unit for a period of five (5) years and one (1) day shall receive three (3) weeks paid vacation based on one hundred and twenty (120) hours at their regular rates of pay.

C. After ten (1) years and one (1) day, four (4) weeks paid vacation based on one hundred sixty (160) hours at regular rate of pay.

D. Consistent with Employer approval, efficiency, and economy of operations, employees with two (2) or more weeks' vacation may take their vacation in segments of less than one (1) week each.

E. Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.

F. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date; but the assignment is exclusively reserved for the Employer, in order to ensure the orderly operation of the customer's facilities.

G. Employees who work less than forty (40) hours per week average will have their vacation pay pro-rated based on average hours worked per week.

H. No vacation pay will be pro-rated less than one year and one (1) day worked.

I. Vacation schedules shall be based on length of service as defined with the present contractor and with prior contractors in the performance of work at various buildings.

**ARTICLE 30**

**JURY SERVICE**

A. If an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee for each day served, less all fees collected for serving, at a regular rate of base pay, not to exceed ten (10) days.

B. This will be pro-rated for all part-time employees provided they were scheduled to work that day. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he shall be compensated for all time lost.

C. Employee must inform the Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

**ARTICLE 31**

**STEWARDS**

The Employer agrees to recognize one (1) shop steward and one (1) assistant shop steward duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. When Employer requests shop stewards present at a grievance or discipline hearing during the shop stewards regular working time, the Employer shall compensate steward for time spent.

**ARTICLE 32**

**PHYSICAL EXAMINATIONS**

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations including Physical Agility and endurance tests, to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be

administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual basis. When required, such annual examinations will be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of the initial and of the annual physical examination. Personal leave, with the permission of the supervisor, may be used for taking client-required re-examinations.

### **ARTICLE 33**

#### **GOVERNMENT SUPREMACY**

The Union acknowledges that Employer has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of Employer within the scope of the Contract. The Company will discuss any changes with Union prior to their implementation. These discussions will be held in a joint effort to prevent any adverse effect, or to minimize any adverse effect, on the current Collective Bargaining Agreement. If the changes would cause conflicts with the CBA, the Company and Union will endeavor to renegotiate that particular section of the CBA; all with acknowledgment by Union of the obligation of Company to comply with the Government directive.

### **ARTICLE 34**

#### **RE-NEGOTIATION**

It is mutually agreed that six (6) months prior to the anniversary dates and termination of this contract, wages and benefits will be re-negotiated.

### **ARTICLE 35**

#### **PENSION**

The Union will provide a 401(k) IUJAT Plan for members participation and Employer's contribution.

ARTICLE 36

TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from June 1, 2007 through May 31, 2010, subject to the following, and shall continue from year to year thereafter, unless either party desires to change, modify, or terminate this Agreement by mailing written notice of its intent to terminate this Agreement at least ninety (90) days prior to May 31, 2007.

IN WITNESS WHEREOF, the duly chosen representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 25<sup>th</sup> day of April 2007.

ARES GROUP, INC.

(b)(6)

W. BRUCE MOORE  
President, CEO

NATIONAL UNION OF SECURITY  
OFFICERS AND GUARD

(b)(6)

Gerard A. Jones  
President



## SCHEDULE "A"

AGREED TO BETWEEN THE PARTIES HERETO, effective June 1, 2007 the following hourly rates and benefits will be applied to all Guards and Site Supervisors as listed below:

Unarmed Guard Burlington	12.57	Unarmed Guard Sommerville	13.99
Unarmed Guard Glassboro	12.57	Unarmed Guard Bridgeton	14.50
Unarmed Guard Tom's River	13.57	Unarmed Guard Rio Grande	14.50
Unarmed Guard Lumberton	14.50	Unarmed Guard Children's Home	16.22
Unarmed Guard Bricktown	13.57	Armed Guard Voorhess	17.31
Unarmed Guard Newton	13.99	Armed Guard Burlington	17.31
Armed Guard Sommerville	17.31	Armed Guard Trenton	17.31
Armed Guard Camden	17.31	INS CIS - Mt. Laurel	17.95
Egg Harbor	14.50	Site Supervisors	19.13
SSA Cherry	12.57		

### SICK LEAVE

Six (6) days per year paid at the rate of four (4) hours per month and pro-rate for part-time employees based on average hours worked.

**PERSONAL DAYS**

Two (2) days per year. Two (2) weeks notice is required to Employer before taking a personal day. Unused personal days will not be paid at the end of the contract year.

**TRAINING DAY**

Contract required training will be paid at Federal or State minimum wages whichever is higher. Company to give 7-14 days notice to current employees when training is required, whenever possible, except CPR, First Aid and practice range.

**UNIFORM ALLOWANCE**

Sixty-Five Cents (\$0.65) per hour for each hour worked, not to exceed forty (40) hours a week.

**PENSION**

One Dollar (\$1.00) per hour for each hour worked, not to exceed forty (40) hours a week.

**HEALTH & WELFARE**

Three Dollars and Thirty-Two Cents (\$3.32) per hour for each hour worked, not to exceed forty (40) hours a week.

**ARES GROUP, INC.**

**NATIONAL UNION OF SECURITY  
OFFICERS AND GUARD**

(b)(6)

**W. Bruce Moore  
President, CEO**

4/25/07

Date

(b)(6)

**Gerard A. Jones  
President**

April 25, 2007

Date

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192109PTHSCNJ0105	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE ICE/FPS/EAST CCG	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE ICE/FPS/EAST CCG
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  ARES GROUP INCORPORATED 8625C ENGLSIDE OFFICE PARK ALEXANDRIA VA 223094131		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCBE3-08-A-00003	
		10B. DATED (SEE ITEM 11) 09/25/2008	
CODE 0064371440000	FACILITY CODE		

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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

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

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

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

Armed and Unarmed Guard Service for the New Jersey Statewide BPA

1. This is an administrative modification to revise the medical standards for hearing and authorize use of a vehicle for the Somerville, NJ site.

A. Remove the paragraph entitled Guard Service Requirements, Section 12.2 Medical Standards, Paragraph "Hearing".

B. Replace the above paragraph with the following: Guard Service Requirements, Section 12.2 Medical Standards, Paragraph "Hearing": Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Beth H. Arnold-Messick
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16C. DATE SIGNED
	1/29/09

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEE3-08-A-00003/P00001

PAGE OF  
 2 | 2

NAME OF OFFEROR OR CONTRACTOR  
 ARES GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.</p> <p>C. Change page 61 which currently reads "no vehicles required" to "one vehicle required for post NJ0506, Somerville. Mileage not to exceed 6,000 per year."</p> <p>2. All other terms and conditions remain in full force and effect.</p> <p>Period of Performance: 10/01/2008 to 09/30/2013</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192109PTHSCNJ0105	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE ICE/FPS/EAST CCG	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE ICE/FPS/EAST CCG
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ARES GROUP INCORPORATED 8625C ENGLESDALE OFFICE PARK ALEXANDRIA VA 223094131		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0064371440000		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003	
		10B. DATED (SEE ITEM 11) 09/25/2008	

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

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

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

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

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

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Armed and Unarmed Guard Service for the New Jersey Statewide BPA

1. The purpose of this modification is to add the following information to Section 21 of the Statement of Work portion of subject BPA.

Contractors must grant reasonable accommodations to the religious practices of individual security guards, without regard to an individual's religious preferences, provided that t accommodation does not affect the individual's ability to perform required tasks identifi in the contract or as otherwise determined by FPS. Requests for any exception or waiver o a contract standard or requirement must be submitted in writing to the FPS COTR.

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEE3-08-A-00003/P00002

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 2 2

NAME OF OFFEROR OR CONTRACTOR  
 ARES GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Accommodations must be consistent with legal and constitutional standards and essential mission requirements, especially those affecting the safety of guards and members of the public. An accommodated religious practice must not suggest government endorsement of any particular faith, must not reasonably appear to propagate the individual's faith to members of the public, must not significantly undermine the public's confidence in FPS, must not create a significant risk to the safety of the guard or the public, and must not conflict with mission-essential job task requirements.</p> <p>FPS contract security guards may carry objects of religious significance that the individual's faith requires the individual to carry on his person, provided the object is worn discreetly - under the uniform whenever possible - and does not interfere with the wearing of the uniform.</p> <p>FPS security guards will be granted reasonable accommodations to grooming standards - such as haircut and shaving standards. A security guard receiving an accommodation must nonetheless maintain as neat and professional an appearance as religious requirements permit. Whenever possible, hair in excess of regulation length will be worn under a uniform hat or appropriate religious headgear. Facial hair exceeding regulation length will be neatly combed.</p> <p>Religious headgear will be consistent with the colors of the duty uniform, and should be no larger than required by an individual's religious requirements, and may be required to bear the insignia and other distinctive markings of the uniform for ease of emergency identification.</p> <p>2. All other terms and conditions remain unchanged and in full force and effect.                      Period of Performance: 10/01/2008 to 09/30/2013</p>				



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192109PTHAMNJ0231	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE ICE/FPS/EAST CCG/	7. ADMINISTERED BY (if other than item 6) ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE ICE/FPS/EAST CCG/
8. NAME AND ADDRESS OF CONTRACTOR (inc., street, county, State and ZIP Code) ARBS GROUP INCORPORATED 8625C ENGLESLIDE OFFICE PARK ALEXANDRIA VA 223094131		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0064371440000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003	10B. DATED (SEE ITEM 13) 09/25/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment.

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Armed and Unarmed Guard Service for the New Jersey Statewide BPA

- The purpose of this modification is incorporate the hourly billing rates negotiated and accepted based on the addendum to the Collective Bargaining Agreement between the National Union of Security Officers & Guards (NUSOG) and Aris Group Inc. signed on 4/4/08.
- The new negotiated rates are in effect for the period of performance of 12/1/2008 to 11/30/2009.

Rate	From	To
Armed	\$35.61	\$38.28

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) William Z. Moore, President (EO)	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth W. Arnold-Messick
15C. DATE SIGNED (b)(6) 5 Apr 09	15D. UNITED STATES OF AMERICA (b)(6)
	16C. DATE SIGNED 4/6/09

NSN 7540-01-150-9070  
Previous edition unusable

STANDARD FORM 20 (REV. 10-83)  
Imbed by GSA  
(48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCBES-06-A-00003/P00003

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2 2

NAME OF OFFEROR OR CONTRACTOR  
ARES GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	including TAS				
	Unarmed      \$29.49      \$30.98 including TAS				
	3. Modification P00002 to subject BPA referenced the wrong requisition number. The correct number is 192109PTBAMNJ0194.				
	4. All other terms and conditions remain unchanged and in full force and effect.				
	Period of Performance: 10/01/2008 to 09/30/2013				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 102109PTHAMNJ0472	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE ICE/FPS/EAST CCG/	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE ICE/FPS/EAST CCG/E
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ARES GROUP INCORPORATED 8625C ENGLSIDE OFFICE PARK ALEXANDRIA VA 223094131		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0064371440000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003	
		10B. DATED (SEE ITEM 13) 09/25/2008	

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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

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

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 0 copies to the issuing office.

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

Armed and Unarmed Guard Service for the New Jersey Statewide BPA

1. The changes called out in the attachment to subject modification are hereby incorporated and made a part of this BPA at no cost to either party.

2. All other terms and conditions remain unchanged and in full force and effect.  
Period of Performance: 10/01/2008 to 09/30/2013

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth H. Arnold-Messick
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (b)(6)
	16C. DATE SIGNED 9/18/09



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE ICE/FPS/EAST CCG/	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE ICE/FPS/EAST CCG/E
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ARES GROUP INCORPORATED 8625C ENGLSIDE OFFICE PARK ALEXANDRIA VA 223094131		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0064371440000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003	
		10B. DATED (SEE ITEM 13) 09/25/2008	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			

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

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

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

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

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Armed and Unarmed Guard Service for the New Jersey Statewide BPA

- The purpose of this modification is to appoint Richard Rhames as the Contracting Officer's Technical Representative (COTR) for subject BPA. Attached are the duties and responsibilities of this position.
- All other terms and conditions remain unchanged and in full force and effect.  
Period of Performance: 10/01/2008 to 09/30/2013

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth H. Arnold-Messick
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (b)(6)
	16C. DATE SIGNED 10/6/09

## COTR Duties and Responsibilities

Page 1 of 5

1. As the COTR, you are authorized as the Contracting Officer's direct representative in the technical monitoring and administration of this contract with very specific limitations. As a COTR, you **shall**:

- a) Complete and file with the ICE Ethics Office and OGE-450 (Confidential Financial Disclosure Report) within 30 days following COTR appointment and annually thereafter until the termination of the COTR appointment. Forward your completed OGE-450 to: ICE Ethics Office (OPLA), 425 I Street, NW, Room 6040, Washington DC 20536. You will also be required to complete annual ethics training as stipulated by the ICE Ethics Official.
- b) Act as the Contracting Officer's authorized representative for contract administration functions that do not involve changes to the scope, price schedule, terms and conditions of the contract.
- c) Monitor the contractor's performance of the technical requirements including, but not limited to, review and approval of invoices/vouchers.
- d) Provide suggestions to the Contracting Officer for improvements and changes that would facilitate better work performance or streamline processes to the advantage of the Government and/or contractor
- e) Coordinate with the program office, actions relating to funding and changes in the scope of work.
- f) Ensure that changes in the work or services, and resulting effects on delivery schedule, are formally effected by written modification issued by the Contracting Officer before the contractor proceeds with the changes.
- g) Ensure prompt review of draft reports and provide approval to the contractor so that distribution of reports can be within the specified completion date of the contract, and assuring prompt inspection and acceptance or rejection of other deliverable items.
- h) Maintain a contract-working file to include a copy of the contract and all modifications, correspondence, invoices/vouchers, financial tracking, reviews and past performance information.
- i) Refer to the Contracting Officer those matters, other than purely technical problems, which may affect the contract.
- j) Inform the Contracting Officer in writing when a contractor is known to be behind schedule, with reasons therefore, and coordinating with Contracting Officer corrective action necessary to restore the contract schedule.

## COTR Duties and Responsibilities

Page 2 of 5

- k) Provide the Contracting Officer with a copy of Government contractor conference reports and correspondence. Coordinate with the Contracting Officer on the content of any contractually significant addressed to the contractor. These steps will be taken to prevent possible misunderstanding or the creation of a condition that may later be made the basis of a claim.
- l) Request the Contracting Officer authorize Government furnished property and, when requested by the Contracting Officer, provide disposition advice on Government-furnished property or contractor acquired property.
- m) Monitor contract financial management controls.
- n) For a contract having a period or delivery due date of one year or less- promptly (but no later than 10 Government working days) evaluate the contractor's performance upon completion of all contractual requirements.
- o) For a contract having a period of performance or delivery due date greater than one year- but the exercise of the option is not involved – (1) promptly (but no later than 10 Government working days) evaluating the contractor's performance upon completion of all contractual requirements.
- p) For a contract having a period of performance or delivery due date greater than one year - and having one or more options – (1) no later than 30 calendar days prior to the planned exercise date of an option, evaluation the contractor's performance; and (2) evaluating the contractor's performance promptly (but no later than 10 Government working days) upon completion of all contractual requirements.
- q) Report any suspected procurement fraud, waste, abuse, bribery, conflict of interest or other improper conduct to the Contracting Officer and proper DHS Office.
- r) Review and submit recommendations to the Contracting Officer on subcontracts, considering the privity of contract that exists between the prime contractor and subcontractor.
- s) Ensure that the contractor submits proper security clearance forms, as required by the contract, and coordinate with the appropriate officer(s).
- t) Ensure the contractor the contractor has a current facility clearance, as well as other appropriate clearances for contractor personnel to have access to classified material, as soon as it is determined that access to classified material will be required to complete the contractual requirements.
- u) Ensure that the proper DHS offices are notified or departing contractor employees during contract performance and at contract conclusion collection of badges, cancellation of systems access and security clearances.



## COTR Duties and Responsibilities

Page 3 of 5

- v) Recommend approval or disapproval to the Contracting Officer, concerning a contractor's request for public release regarding work being performed under the contract.
  - w) Notify the Contracting Officer of inventions by the contractor during the performance of the contract.
  - x) Provide the Contracting Officer with a formal request for termination, when required.
  - y) Evaluate contractor request for travel.
  - z) Review the contractor's invoices/vouchers to ensure that they reflect accurately the work completed in accordance with the requirements of the contract, and certify acceptance of the delivered items. Submit certified invoices/ vouchers to the Dallas Finance Center and copies to the Contracting Officer in a timely manner.
  - aa) Respond to requests for information relating to contract closeout support, including furnishing the Contracting Officer a notice of satisfactory or unsatisfactory completion.
2. The Contracting Officer's Technical Representative's (COTR'S) **shall not**:
- a) Make commitments or promises to contractors relating to award of contracts.
  - b) Discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement.
  - c) Write contract requirements around the product or capacity of one source.
  - d) Solicit proposals.
  - e) Modify the stated terms and conditions of the contract.
  - f) Direct a contractor to begin work prior to contract award date (or Notice to Proceed letter).
  - g) Issue instructions (oral or written) to a contractor to start or stop work.
  - h) Approve items of cost not specially authorized by the contract.
  - i) Direct changes (oral or written) or provide any guidance in the work to the contractor, which contradict the contract's scope and terms and conditions or which may be misinterpreted as properly changing the contractual terms and conditions,

## COTR Duties and Responsibilities

Page 4 of 5

but actually jeopardize the rights of or the benefits to the Government, the contract, or both.

- j) Execute supplemental agreements to the contract.
  - k) Participate in negotiations with a contractor outside the presence of a Contracting Officer.
  - l) Render a decision on any dispute or question of fact under the Disputes Clause of the contract.
  - m) Take any action with respect to termination, except to the Contracting Officer that the action is desired and assist with the process as required.
3. You shall notify the Contracting Officer promptly of:
- Any violation of, or deviation from, the technical requirement of the contract/order;
  - Inefficient or wasteful practices in use by the contractor;
  - Any requests for changes from the contractor;
  - Issues that require clarification or resolution;
  - Inconsistencies between invoiced charges and performance, including the use of improper labor categories; or
  - Any circumstances that prevent you performing your COTR responsibilities.

4. Your authority is limited and does not include commitments or changes that affect price, quality, quantity, or other terms and conditions of the contract. Only a warranted Contracting Officer has the authority to make those changes to the contract. Keep these limitations in mind during your interactions with the contractor employees:

- (1) Do not ask the contractor to change the description of services to be performed, the time of performance, or the place of performance for services.
- (2) Do not ask the contractor to change the specifications, the shipping method, or the place, method, or time of delivery for products.
- (3) Do not supervise the contractor's employees: Treating the contractor's employees as if they were Federal Government employees is supervision under the Office of Personnel Management Regulations.

5. Your actions as the COTR for this contract become a matter of record and should be completely documented in the contract-working file. I strongly encourage you to ask questions if you are uncertain of your authority and responsibility. Your relationship with the contractor must be beyond reproach. The Department of Homeland Security requires strict compliance with established Standards of Conduct and Conflict of Interest rules.

6. Responsibilities outlined in this memorandum are not intended to be all-inclusive. If a specific situation arises that you think requires my attention, please do not hesitate to call

## **COTR Duties and Responsibilities**

Page 5 of 5

me. Your appointment is effective throughout the life of the contract, unless otherwise revoked. Please notify me if you can no longer serve as the appointed COTR on this contract, or if you leave your current position so that a contract turnover can be performed. You cannot re-delegate COTR authority.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 11/25/2009	4. REQUISITION/PURCHASE REQ. NO. 192110PTHAMNJ0024	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/I
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ARES GROUP INCORPORATED 8625C ENGLSIDE OFFICE PARK ALEXANDRIA VA 223094131		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0064371440000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003	
		10B. DATED (SEE ITEM 13) 09/25/2008	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.217-9, Option to Extend the Term of the Contract

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

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

Armed and Unarmed Guard Service for the New Jersey Statewide BPA

1. The purpose of this modification is to exercise Option I of the New Jersey Statewide BPA. The period of performance of Option I will be 12/1/09-9/30/10.

2. The contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain any relevant supporting data, including payroll records, that the Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth H. Arnold-Messick
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED  (b)(6)
	DATE SIGNED 11/25/09



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEE3-08-A-00003/P00006

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NAME OF OFFEROR OR CONTRACTOR  
 ARES GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The contractor shall continue any performance pending agreement on or determination of any such adjustment and its effective date.</p> <p>3. The administration of this contract has been transferred from Immigration and Customs Enforcement, Office of Acquisition Management - FPS to U.S. Department of Homeland Security, Office of Procurement Operations - FPS. The address for the office remains 701 Market St., Phila., PA 19106; however the suite # is changed from 4200 to 3200.</p> <p>4. A new BPA Call adding hours and funding for the period of performance of 12/1/09 to 9/30/10 will be forthcoming.</p> <p>5. All other terms and conditions remain unchanged and in full force and effect.</p> <p>Period of Performance: 10/01/2008 to 09/30/2013</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	7. ADMINISTERED BY (if other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0452560000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-09-A-00005	
		10B. DATED (SEE ITEM 13) 10/16/2008	

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

See Schedule

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

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

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

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

GSA Contract #: GS-07F-0103M

Armed and Unarmed Guard Services for the State of Delaware

1. The purpose of this modification is to appoint Mr. Richard Lamb as the alternate COTR for subject BPA. The attached letter of appointment is hereby incorporated into subject BPA.

2. This change is accomplished at no cost to either party.

3. All other terms and conditions remain unchanged and in full force and effect.

DO/DPAS Rating: NONE

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth H. Arnold-Messick
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED  (b)(6)
	15D. DATE SIGNED 4/29/10



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEE3-09-A-00005/P00007

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NAME OF OFFEROR OR CONTRACTOR  
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/16/2008 to 10/15/2013				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-09-A-00005	
		10B. DATED (SEE ITEM 13) 10/16/2008	
CODE 0452560000000	FACILITY CODE		

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

N/A

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

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

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

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

GSA Contract #: GS-07F-0103M  
Armed Guard Service for State of Delaware

1. In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment, the purpose of this modification is to establish wage rates for additional ordering periods I through IV.

2. BPA Call HSHQE3-10-J-00004 was issued incorrectly using the base year rates of \$36.87 for productive hours and \$40.55 for TAS hours. The following adjustments are hereby made to the correct rates for additional ordering period I which are \$36.36 for productive hours and \$40.00 for TAS hours.

Continued ...

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEE3-09-A-00005/P00008

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 2 3

NAME OF OFFEROR OR CONTRACTOR  
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. Wage Determinations 2005-2097, Rev. 9 dated 7/1/2009 and 2005-2095, Rev. 8 dated 6/24/2009 are hereby incorporated into subject BPA to supersede all previous Wage Determinations.</p> <p>4. In accordance with the Service Contract Act, the revised hourly rates will be effective for Ordering Periods I through IV. The new rates and periods of performance are as follows:</p> <p>Ordering Period I- 12/1/09-11/30/10</p> <p style="padding-left: 40px;">Productive Rate: from \$36.36 to \$36.59                      TAS Rate: from \$40.00 to \$40.25</p> <p>Ordering Period II- 12/1/10-11/30/11</p> <p style="padding-left: 40px;">Productive Rate: from \$36.53 to \$36.76                      TAS Rate: from \$40.19 to \$40.44</p> <p>Ordering Period III- 12/1/11-11/30/12</p> <p style="padding-left: 40px;">Productive Rate: from \$36.72 to \$36.95                      TAS Rate: from \$40.39 to \$40.64</p> <p>Ordering Period IV: 12/1/12-11/30/13</p> <p style="padding-left: 40px;">Productive Rate: from \$36.92 to \$37.15                      TAS Rate: from \$40.61 to \$40.86</p> <p>4. As a result of the foregoing, the ceiling amount of Ordering Period I is hereby decreased by \$5,878.00 from \$774,166.05 to \$768,287.65. The overall ceiling price for the BPA is hereby increased by \$19,316.20 from \$3,850,886.48 to \$3,870,202.68.</p> <p>5. The contractor agrees to the terms of this modification and releases the Government from any and all liability under this contract for further equitable and/or price adjustments (including, but not limited to, claims and causes of action for the recovery of direct costs, indirect costs, delay costs, disruption costs, profit, interest, attorney's fees, damages, etc.) in connection with this modification and the facts and circumstances giving rise to this modification. The contractor acknowledges that this release pertains to itself, its successors and assigns                      Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEE3-09-A-00005/P00008

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 3 3

NAME OF OFFEROR OR CONTRACTOR  
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>that this modification constitutes the complete agreement of the parties.</p> <p>6. A modification to task order HSHQE3-10-J-00004 will be executed to change the wage rates and make any necessary changes to the dollar value of subject BPA.</p> <p>7. All other terms and conditions remain unchanged and in full force and effect.</p> <p>DO/DPAS Rating: NONE                      Period of Performance: 10/16/2008 to 10/15/2013</p>				

WD 05-2097 (Rev.-9) was first posted on www.wdol.gov on 07/07/2009

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

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

Shirley F. Ebbesen            Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2097  
Revision No.: 9  
Date Of Revision: 07/01/2009

States: Delaware, Maryland, New Jersey

Area: Delaware Counties of Kent, New Castle            *Dover + Wilmington*  
Maryland Counties of Caroline, Cecil, Dorchester, Kent, Talbot            *11 Holidays*  
New Jersey County of Salem

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.22
01012 - Accounting Clerk II		16.00
01013 - Accounting Clerk III		17.91
01020 - Administrative Assistant		24.93
01040 - Court Reporter		19.76
01051 - Data Entry Operator I		12.93
01052 - Data Entry Operator II		15.13
01060 - Dispatcher, Motor Vehicle		17.31
01070 - Document Preparation Clerk		13.05
01090 - Duplicating Machine Operator		13.05
01111 - General Clerk I		13.09
01112 - General Clerk II		14.27
01113 - General Clerk III		16.04
01120 - Housing Referral Assistant		21.92
01141 - Messenger Courier		11.74
01191 - Order Clerk I		13.76
01192 - Order Clerk II		15.68
01261 - Personnel Assistant (Employment) I		16.15
01262 - Personnel Assistant (Employment) II		18.07
01263 - Personnel Assistant (Employment) III		20.43
01270 - Production Control Clerk		21.33
01280 - Receptionist		14.45
01290 - Rental Clerk		15.86
01300 - Scheduler, Maintenance		17.38
01311 - Secretary I		17.38
01312 - Secretary II		20.12
01313 - Secretary III		21.92
01320 - Service Order Dispatcher		15.29
01410 - Supply Technician		24.93
01420 - Survey Worker		17.65
01531 - Travel Clerk I		13.22
01532 - Travel Clerk II		13.88
01533 - Travel Clerk III		14.79
01611 - Word Processor I		14.69
01612 - Word Processor II		16.45
01613 - Word Processor III		18.32
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.36
05010 - Automotive Electrician		22.35

05040 - Automotive Glass Installer	19.19
05070 - Automotive Worker	21.19
05110 - Mobile Equipment Servicer	18.49
05130 - Motor Equipment Metal Mechanic	22.81
05160 - Motor Equipment Metal Worker	20.76
05190 - Motor Vehicle Mechanic	22.83
05220 - Motor Vehicle Mechanic Helper	17.35
05250 - Motor Vehicle Upholstery Worker	19.85
05280 - Motor Vehicle Wrecker	20.77
05310 - Painter, Automotive	21.91
05340 - Radiator Repair Specialist	20.77
05370 - Tire Repairer	13.58
05400 - Transmission Repair Specialist	22.81
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.69
07041 - Cook I	12.31
07042 - Cook II	13.80
07070 - Dishwasher	9.76
07130 - Food Service Worker	11.55
07210 - Meat Cutter	17.71
07260 - Waiter/Waitress	9.39
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.04
09040 - Furniture Handler	17.13
09080 - Furniture Refinisher	21.35
09090 - Furniture Refinisher Helper	17.96
09110 - Furniture Repairer, Minor	19.66
09130 - Upholsterer	19.04
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.45
11060 - Elevator Operator	12.33
11090 - Gardener	15.71
11122 - Housekeeping Aide	12.33
11150 - Janitor	12.33
11210 - Laborer, Grounds Maintenance	13.41
11240 - Maid or Houseman	10.94
11260 - Pruner	11.75
11270 - Tractor Operator	14.55
11330 - Trail Maintenance Worker	13.41
11360 - Window Cleaner	13.04
12000 - Health Occupations	
12010 - Ambulance Driver	16.58
12011 - Breath Alcohol Technician	20.44
12012 - Certified Occupational Therapist Assistant	22.09
12015 - Certified Physical Therapist Assistant	20.90
12020 - Dental Assistant	18.36
12025 - Dental Hygienist	30.75
12030 - EKG Technician	27.56
12035 - Electroneurodiagnostic Technologist	27.56
12040 - Emergency Medical Technician	17.48
12071 - Licensed Practical Nurse I	20.15
12072 - Licensed Practical Nurse II	21.25
12073 - Licensed Practical Nurse III	23.68
12100 - Medical Assistant	13.61
12130 - Medical Laboratory Technician	19.22
12160 - Medical Record Clerk	14.91
12190 - Medical Record Technician	16.81
12195 - Medical Transcriptionist	15.60
12210 - Nuclear Medicine Technologist	32.49
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.28



12223 - Nursing Assistant III	12.30
12224 - Nursing Assistant IV	13.81
12235 - Optical Dispenser	19.64
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	13.75
12280 - Phlebotomist	13.81
12305 - Radiologic Technologist	24.48
12311 - Registered Nurse I	26.83
12312 - Registered Nurse II	31.89
12313 - Registered Nurse II, Specialist	31.89
12314 - Registered Nurse III	38.58
12315 - Registered Nurse III, Anesthetist	38.58
12316 - Registered Nurse IV	46.25
12317 - Scheduler (Drug and Alcohol Testing)	23.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.66
13012 - Exhibits Specialist II	26.74
13013 - Exhibits Specialist III	31.85
13041 - Illustrator I	20.65
13042 - Illustrator II	26.35
13043 - Illustrator III	30.07
13047 - Librarian	29.94
13050 - Library Aide/Clerk	15.30
13054 - Library Information Technology Systems Administrator	26.05
13058 - Library Technician	16.65
13061 - Media Specialist I	18.36
13062 - Media Specialist II	20.56
13063 - Media Specialist III	22.88
13071 - Photographer I	16.33
13072 - Photographer II	19.38
13073 - Photographer III	24.85
13074 - Photographer IV	28.24
13075 - Photographer V	35.64
13110 - Video Teleconference Technician	19.12
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.75
14042 - Computer Operator II	19.86
14043 - Computer Operator III	22.14
14044 - Computer Operator IV	24.61
14045 - Computer Operator V	27.52
14071 - Computer Programmer I	(see 1) 26.10
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.75
14160 - Personal Computer Support Technician	24.61
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.69
15020 - Aircrew Training Devices Instructor (Rated)	38.16
15030 - Air Crew Training Devices Instructor (Pilot)	46.00
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	27.57
15070 - Flight Instructor (Pilot)	46.00
15080 - Graphic Artist	23.41
15090 - Technical Instructor	22.57
15095 - Technical Instructor/Course Developer	27.53
15110 - Test Proctor	18.53

15120 - Tutor	18.17
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.89
16030 - Counter Attendant	8.89
16040 - Dry Cleaner	10.77
16070 - Finisher, Flatwork, Machine	8.89
16090 - Presser, Hand	8.89
16110 - Presser, Machine, Drycleaning	8.89
16130 - Presser, Machine, Shirts	8.89
16160 - Presser, Machine, Wearing Apparel, Laundry	8.89
16190 - Sewing Machine Operator	11.48
16220 - Tailor	12.27
16250 - Washer, Machine	9.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.94
19040 - Tool And Die Maker	24.29
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.50
21030 - Material Coordinator	20.91
21040 - Material Expediter	20.91
21050 - Material Handling Laborer	12.78
21071 - Order Filler	12.48
21080 - Production Line Worker (Food Processing)	18.50
21110 - Shipping Packer	15.67
21130 - Shipping/Receiving Clerk	15.67
21140 - Store Worker I	13.08
21150 - Stock Clerk	17.58
21210 - Tools And Parts Attendant	18.50
21410 - Warehouse Specialist	18.50
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.53
23021 - Aircraft Mechanic I	25.51
23022 - Aircraft Mechanic II	26.53
23023 - Aircraft Mechanic III	28.06
23040 - Aircraft Mechanic Helper	19.68
23050 - Aircraft, Painter	23.81
23060 - Aircraft Servicer	22.56
23080 - Aircraft Worker	21.41
23110 - Appliance Mechanic	19.10
23120 - Bicycle Repairer	16.17
23125 - Cable Splicer	28.48
23130 - Carpenter, Maintenance	22.29
23140 - Carpet Layer	21.25
23160 - Electrician, Maintenance	27.23
23181 - Electronics Technician Maintenance I	24.34
23182 - Electronics Technician Maintenance II	27.79
23183 - Electronics Technician Maintenance III	29.80
23260 - Fabric Worker	18.27
23290 - Fire Alarm System Mechanic	21.55
23310 - Fire Extinguisher Repairer	19.43
23311 - Fuel Distribution System Mechanic	26.82
23312 - Fuel Distribution System Operator	21.85
23370 - General Maintenance Worker	20.08
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	22.56
23382 - Ground Support Equipment Worker	21.41
23391 - Gunsmith I	19.43
23392 - Gunsmith II	21.79
23393 - Gunsmith III	23.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.41

23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	25.39
23430 - Heavy Equipment Mechanic	22.12
23440 - Heavy Equipment Operator	24.62
23460 - Instrument Mechanic	23.68
23465 - Laboratory/Shelter Mechanic	22.91
23470 - Laborer	14.04
23510 - Locksmith	21.17
23530 - Machinery Maintenance Mechanic	22.79
23550 - Machinist, Maintenance	21.25
23580 - Maintenance Trades Helper	16.84
23591 - Metrology Technician I	23.68
23592 - Metrology Technician II	24.63
23593 - Metrology Technician III	26.62
23640 - Millwright	25.08
23710 - Office Appliance Repairer	20.96
23760 - Painter, Maintenance	19.97
23790 - Pipefitter, Maintenance	27.49
23810 - Plumber, Maintenance	24.34
23820 - Pneudraulic Systems Mechanic	23.85
23850 - Rigger	23.85
23870 - Scale Mechanic	21.79
23890 - Sheet-Metal Worker, Maintenance	24.10
23910 - Small Engine Mechanic	18.30
23931 - Telecommunications Mechanic I	24.89
23932 - Telecommunications Mechanic II	25.85
23950 - Telephone Lineman	26.94
23960 - Welder, Combination, Maintenance	20.69
23965 - Well Driller	21.00
23970 - Woodcraft Worker	23.85
23980 - Woodworker	17.53
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.00
24580 - Child Care Center Clerk	14.97
24610 - Chore Aide	10.88
24620 - Family Readiness And Support Services Coordinator	13.88
24630 - Homemaker	16.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.83
25040 - Sewage Plant Operator	20.94
25070 - Stationary Engineer	23.83
25190 - Ventilation Equipment Tender	18.03
25210 - Water Treatment Plant Operator	20.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.82
27007 - Baggage Inspector	13.48
27008 - Corrections Officer	22.08
27010 - Court Security Officer	25.16
27030 - Detection Dog Handler	19.14
27040 - Detention Officer	22.08
27070 - Firefighter	24.77
27101 - Guard I	13.48
27102 - Guard II	19.14
27131 - Police Officer I	26.76
27132 - Police Officer II	29.74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.39
28042 - Carnival Equipment Repairer	11.31
28043 - Carnival Equipment Worker	9.31
28210 - Gate Attendant/Gate Tender	14.86

28310 - Lifeguard	11.62
28350 - Park Attendant (Aide)	16.63
28510 - Recreation Aide/Health Facility Attendant	10.49
28515 - Recreation Specialist	21.36
28630 - Sports Official	13.24
28690 - Swimming Pool Operator	16.68
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.27
29020 - Hatch Tender	22.27
29030 - Line Handler	22.27
29041 - Stevedore I	21.22
29042 - Stevedore II	23.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.43
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.42
30021 - Archeological Technician I	18.30
30022 - Archeological Technician II	20.70
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	28.81
30040 - Civil Engineering Technician	21.27
30061 - Drafter/CAD Operator I	18.48
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.34
30064 - Drafter/CAD Operator IV	28.81
30081 - Engineering Technician I	18.92
30082 - Engineering Technician II	21.23
30083 - Engineering Technician III	26.18
30084 - Engineering Technician IV	31.87
30085 - Engineering Technician V	38.78
30086 - Engineering Technician VI	41.51
30090 - Environmental Technician	23.18
30210 - Laboratory Technician	23.05
30240 - Mathematical Technician	27.13
30361 - Paralegal/Legal Assistant I	19.08
30362 - Paralegal/Legal Assistant II	23.64
30363 - Paralegal/Legal Assistant III	28.92
30364 - Paralegal/Legal Assistant IV	34.98
30390 - Photo-Optics Technician	25.93
30461 - Technical Writer I	19.78
30462 - Technical Writer II	24.20
30463 - Technical Writer III	29.27
30491 - Unexploded Ordnance (UXO) Technician I	23.79
30492 - Unexploded Ordnance (UXO) Technician II	28.78
30493 - Unexploded Ordnance (UXO) Technician III	34.50
30494 - Unexploded (UXO) Safety Escort	23.79
30495 - Unexploded (UXO) Sweep Personnel	23.79
30620 - Weather Observer, Combined Upper Air Or Surface Programs	21.99
30621 - Weather Observer, Senior	(see 3) 25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.99
31030 - Bus Driver	18.45
31043 - Driver Courier	17.63
31260 - Parking and Lot Attendant	12.29
31290 - Shuttle Bus Driver	19.00
31310 - Taxi Driver	10.99
31361 - Truckdriver, Light	19.00
31362 - Truckdriver, Medium	19.20
31363 - Truckdriver, Heavy	19.93
31364 - Truckdriver, Tractor-Trailer	19.93

99000 - Miscellaneous Occupations	
99030 - Cashier	10.73
99050 - Desk Clerk	12.64
99095 - Embalmer	28.63
99251 - Laboratory Animal Caretaker I	11.48
99252 - Laboratory Animal Caretaker II	12.37
99310 - Mortician	33.98
99410 - Pest Controller	15.97
99510 - Photofinishing Worker	13.95
99710 - Recycling Laborer	17.60
99711 - Recycling Specialist	20.88
99730 - Refuse Collector	15.97
99810 - Sales Clerk	12.68
99820 - School Crossing Guard	11.57
99830 - Survey Party Chief	19.84
99831 - Surveying Aide	13.14
99832 - Surveying Technician	18.07
99840 - Vending Machine Attendant	14.61
99841 - Vending Machine Repairer	15.79
99842 - Vending Machine Repairer Helper	14.61

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime



(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

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

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

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

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

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

Conformance Process:



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

The process for preparing a conformance request is as follows:

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

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

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

WD 05-2095 (Rev.-8) was first posted on www.wdol.gov on 06/30/2009

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

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

Shirley F. Ebbesen                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2095  
Revision No.: 8  
Date Of Revision: 06/24/2009

States: Delaware, Maryland, Virginia

Area: Delaware County of Sussex                      *Georgetown*  
Maryland Counties of Somerset, Wicomico, Worcester  
Virginia Counties of Accomack, Northampton

*10 Holidays*

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.35
01012 - Accounting Clerk II		14.13
01013 - Accounting Clerk III		15.80
01020 - Administrative Assistant		19.28
01040 - Court Reporter		16.20
01051 - Data Entry Operator I		11.37
01052 - Data Entry Operator II		12.41
01060 - Dispatcher, Motor Vehicle		16.74
01070 - Document Preparation Clerk		11.19
01090 - Duplicating Machine Operator		11.19
01111 - General Clerk I		11.47
01112 - General Clerk II		12.51
01113 - General Clerk III		14.04
01120 - Housing Referral Assistant		17.62
01141 - Messenger Courier		11.03
01191 - Order Clerk I		11.74
01192 - Order Clerk II		12.81
01261 - Personnel Assistant (Employment) I		14.62
01262 - Personnel Assistant (Employment) II		16.35
01263 - Personnel Assistant (Employment) III		18.24
01270 - Production Control Clerk		18.81
01280 - Receptionist		11.54
01290 - Rental Clerk		10.44
01300 - Scheduler, Maintenance		14.77
01311 - Secretary I		14.77
01312 - Secretary II		16.20
01313 - Secretary III		17.62
01320 - Service Order Dispatcher		16.68
01410 - Supply Technician		19.28
01420 - Survey Worker		13.15
01531 - Travel Clerk I		12.03
01532 - Travel Clerk II		12.94
01533 - Travel Clerk III		13.79
01611 - Word Processor I		13.29
01612 - Word Processor II		14.92
01613 - Word Processor III		16.69
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.79
05010 - Automotive Electrician		16.13

05040 - Automotive Glass Installer	14.09
05070 - Automotive Worker	15.49
05110 - Mobile Equipment Servicer	12.85
05130 - Motor Equipment Metal Mechanic	16.84
05160 - Motor Equipment Metal Worker	15.49
05190 - Motor Vehicle Mechanic	16.84
05220 - Motor Vehicle Mechanic Helper	12.24
05250 - Motor Vehicle Upholstery Worker	14.78
05280 - Motor Vehicle Wrecker	15.49
05310 - Painter, Automotive	16.23
05340 - Radiator Repair Specialist	15.49
05370 - Tire Repairer	9.82
05400 - Transmission Repair Specialist	16.84
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.82
07041 - Cook I	10.38
07042 - Cook II	11.71
07070 - Dishwasher	7.66
07130 - Food Service Worker	9.21
07210 - Meat Cutter	16.10
07260 - Waiter/Waitress	8.49
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.35
09040 - Furniture Handler	10.30
09080 - Furniture Refinisher	13.35
09090 - Furniture Refinisher Helper	11.08
09110 - Furniture Repairer, Minor	12.23
09130 - Upholsterer	13.40
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.44
11060 - Elevator Operator	9.44
11090 - Gardener	13.17
11122 - Housekeeping Aide	10.49
11150 - Janitor	10.92
11210 - Laborer, Grounds Maintenance	11.40
11240 - Maid or Houseman	8.77
11260 - Pruner	10.41
11270 - Tractor Operator	12.73
11330 - Trail Maintenance Worker	11.40
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12010 - Ambulance Driver	14.27
12011 - Breath Alcohol Technician	18.86
12012 - Certified Occupational Therapist Assistant	21.58
12015 - Certified Physical Therapist Assistant	20.27
12020 - Dental Assistant	14.67
12025 - Dental Hygienist	30.14
12030 - EKG Technician	23.24
12035 - Electroneurodiagnostic Technologist	23.24
12040 - Emergency Medical Technician	15.19
12071 - Licensed Practical Nurse I	16.81
12072 - Licensed Practical Nurse II	18.86
12073 - Licensed Practical Nurse III	21.09
12100 - Medical Assistant	13.62
12130 - Medical Laboratory Technician	18.37
12160 - Medical Record Clerk	14.45
12190 - Medical Record Technician	16.16
12195 - Medical Transcriptionist	14.29
12210 - Nuclear Medicine Technologist	35.52
12221 - Nursing Assistant I	10.12
12222 - Nursing Assistant II	11.37

12223 - Nursing Assistant III	12.41
12224 - Nursing Assistant IV	13.93
12235 - Optical Dispenser	15.28
12236 - Optical Technician	15.35
12250 - Pharmacy Technician	12.92
12280 - Phlebotomist	13.93
12305 - Radiologic Technologist	25.48
12311 - Registered Nurse I	21.31
12312 - Registered Nurse II	26.10
12313 - Registered Nurse II, Specialist	26.10
12314 - Registered Nurse III	31.57
12315 - Registered Nurse III, Anesthetist	31.57
12316 - Registered Nurse IV	37.80
12317 - Scheduler (Drug and Alcohol Testing)	23.43
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.73
13012 - Exhibits Specialist II	23.02
13013 - Exhibits Specialist III	28.14
13041 - Illustrator I	18.73
13042 - Illustrator II	21.52
13043 - Illustrator III	24.05
13047 - Librarian	21.27
13050 - Library Aide/Clerk	10.76
13054 - Library Information Technology Systems Administrator	19.21
13058 - Library Technician	13.35
13061 - Media Specialist I	13.33
13062 - Media Specialist II	15.14
13063 - Media Specialist III	16.89
13071 - Photographer I	13.31
13072 - Photographer II	15.40
13073 - Photographer III	17.55
13074 - Photographer IV	21.57
13075 - Photographer V	25.31
13110 - Video Teleconference Technician	14.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.44
14042 - Computer Operator II	14.72
14043 - Computer Operator III	16.42
14044 - Computer Operator IV	18.31
14045 - Computer Operator V	20.21
14071 - Computer Programmer I (see 1)	18.59
14072 - Computer Programmer II (see 1)	20.83
14073 - Computer Programmer III (see 1)	27.39
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	25.11
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	12.44
14160 - Personal Computer Support Technician	18.31
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	22.24
15020 - Aircrew Training Devices Instructor (Rated)	26.91
15030 - Air Crew Training Devices Instructor (Pilot)	29.61
15050 - Computer Based Training Specialist / Instructor	22.56
15060 - Educational Technologist	26.00
15070 - Flight Instructor (Pilot)	29.61
15080 - Graphic Artist	20.36
15090 - Technical Instructor	18.96
15095 - Technical Instructor/Course Developer	23.20
15110 - Test Proctor	15.31

15120 - Tutor	15.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.45
16030 - Counter Attendant	8.45
16040 - Dry Cleaner	10.59
16070 - Finisher, Flatwork, Machine	8.45
16090 - Presser, Hand	8.45
16110 - Presser, Machine, Drycleaning	8.45
16130 - Presser, Machine, Shirts	8.45
16160 - Presser, Machine, Wearing Apparel, Laundry	8.45
16190 - Sewing Machine Operator	11.35
16220 - Tailor	12.13
16250 - Washer, Machine	9.17
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.26
19040 - Tool And Die Maker	21.76
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.68
21030 - Material Coordinator	18.81
21040 - Material Expediter	18.81
21050 - Material Handling Laborer	10.78
21071 - Order Filler	10.49
21080 - Production Line Worker (Food Processing)	12.68
21110 - Shipping Packer	12.88
21130 - Shipping/Receiving Clerk	12.88
21140 - Store Worker I	12.36
21150 - Stock Clerk	16.04
21210 - Tools And Parts Attendant	13.76
21410 - Warehouse Specialist	12.68
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.49
23021 - Aircraft Mechanic I	20.48
23022 - Aircraft Mechanic II	21.49
23023 - Aircraft Mechanic III	22.56
23040 - Aircraft Mechanic Helper	16.29
23050 - Aircraft, Painter	19.53
23060 - Aircraft Servicer	17.99
23080 - Aircraft Worker	18.40
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	11.05
23125 - Cable Splicer	26.14
23130 - Carpenter, Maintenance	17.50
23140 - Carpet Layer	15.73
23160 - Electrician, Maintenance	21.03
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	22.74
23183 - Electronics Technician Maintenance III	25.61
23260 - Fabric Worker	16.50
23290 - Fire Alarm System Mechanic	19.29
23310 - Fire Extinguisher Repairer	15.54
23311 - Fuel Distribution System Mechanic	19.55
23312 - Fuel Distribution System Operator	15.90
23370 - General Maintenance Worker	14.63
23380 - Ground Support Equipment Mechanic	20.48
23381 - Ground Support Equipment Servicer	17.99
23382 - Ground Support Equipment Worker	18.40
23391 - Gunsmith I	15.54
23392 - Gunsmith II	17.33
23393 - Gunsmith III	19.29
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.25



23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	17.95
23430 - Heavy Equipment Mechanic	19.33
23440 - Heavy Equipment Operator	17.47
23460 - Instrument Mechanic	19.29
23465 - Laboratory/Shelter Mechanic	18.26
23470 - Laborer	10.78
23510 - Locksmith	18.26
23530 - Machinery Maintenance Mechanic	18.04
23550 - Machinist, Maintenance	20.61
23580 - Maintenance Trades Helper	10.88
23591 - Metrology Technician I	19.29
23592 - Metrology Technician II	20.19
23593 - Metrology Technician III	21.02
23640 - Millwright	19.29
23710 - Office Appliance Repairer	18.26
23760 - Painter, Maintenance	15.76
23790 - Pipefitter, Maintenance	19.34
23810 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	19.29
23850 - Rigger	19.70
23870 - Scale Mechanic	17.33
23890 - Sheet-Metal Worker, Maintenance	16.00
23910 - Small Engine Mechanic	15.39
23931 - Telecommunications Mechanic I	20.71
23932 - Telecommunications Mechanic II	21.55
23950 - Telephone Lineman	23.47
23960 - Welder, Combination, Maintenance	16.28
23965 - Well Driller	18.50
23970 - Woodcraft Worker	19.29
23980 - Woodworker	15.51
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.30
24580 - Child Care Center Clerk	11.59
24610 - Chore Aide	9.04
24620 - Family Readiness And Support Services Coordinator	12.58
24630 - Homemaker	12.88
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.01
25040 - Sewage Plant Operator	15.46
25070 - Stationary Engineer	23.01
25190 - Ventilation Equipment Tender	14.76
25210 - Water Treatment Plant Operator	15.46
27000 - Protective Service Occupations	
27004 - Alarm Mohitor	14.09
27007 - Baggage Inspector	12.73
27008 - Corrections Officer	16.56
27010 - Court Security Officer	16.99
27030 - Detection Dog Handler	14.91
27040 - Detention Officer	16.56
27070 - Firefighter	16.56
27101 - Guard I	12.73
27102 - Guard II	14.91
27131 - Police Officer I	17.88
27132 - Police Officer II	19.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	8.24
28042 - Carnival Equipment Repairer	8.81
28043 - Carnival Equipment Worker	9.58
28210 - Gate Attendant/Gate Tender	14.00



28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	14.17
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	12.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.78
29020 - Hatch Tender	16.78
29030 - Line Handler	16.78
29041 - Stevedore I	14.70
29042 - Stevedore II	17.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	14.92
30022 - Archeological Technician II	16.69
30023 - Archeological Technician III	20.68
30030 - Cartographic Technician	20.68
30040 - Civil Engineering Technician	20.90
30061 - Drafter/CAD Operator I	14.92
30062 - Drafter/CAD Operator II	16.69
30063 - Drafter/CAD Operator III	18.61
30064 - Drafter/CAD Operator IV	22.34
30081 - Engineering Technician I	12.86
30082 - Engineering Technician II	14.81
30083 - Engineering Technician III	16.56
30084 - Engineering Technician IV	20.52
30085 - Engineering Technician V	25.10
30086 - Engineering Technician VI	29.59
30090 - Environmental Technician	20.52
30210 - Laboratory Technician	16.48
30240 - Mathematical Technician	20.52
30361 - Paralegal/Legal Assistant I	14.55
30362 - Paralegal/Legal Assistant II	18.03
30363 - Paralegal/Legal Assistant III	22.06
30364 - Paralegal/Legal Assistant IV	26.69
30390 - Photo-Optics Technician	20.52
30461 - Technical Writer I	18.84
30462 - Technical Writer II	23.02
30463 - Technical Writer III	27.86
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or (see 2)	18.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	19.99
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.00
31030 - Bus Driver	13.65
31043 - Driver Courier	11.85
31260 - Parking and Lot Attendant	10.00
31290 - Shuttle Bus Driver	12.79
31310 - Taxi Driver	10.36
31361 - Truckdriver, Light	12.79
31362 - Truckdriver, Medium	13.27
31363 - Truckdriver, Heavy	15.88
31364 - Truckdriver, Tractor-Trailer	16.10

99000 - Miscellaneous Occupations	
99030 - Cashier	8.53
99050 - Desk Clerk	9.37
99095 - Embalmer	25.07
99251 - Laboratory Animal Caretaker I	11.24
99252 - Laboratory Animal Caretaker II	12.13
99310 - Mortician	25.07
99410 - Pest Controller	13.07
99510 - Photofinishing Worker	11.57
99710 - Recycling Laborer	13.03
99711 - Recycling Specialist	15.07
99730 - Refuse Collector	11.82
99810 - Sales Clerk	11.40
99820 - School Crossing Guard	9.76
99830 - Survey Party Chief	17.27
99831 - Surveying Aide	11.32
99832 - Surveying Technician	15.50
99840 - Vending Machine Attendant	11.46
99841 - Vending Machine Repairer	13.52
99842 - Vending Machine Repairer Helper	11.70

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: 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 link 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.



# Homeland Security

## ALTERNATE COTR APPOINTMENT LETTER

COMPONENT	
FPS/NPPD/OPO	
<b>Program Office</b>	<b>Employee</b>
FPS	Richard Lamb
<b>Telephone</b>	<b>Location</b>
(b)(6)	State of Delaware

Dear Mr. Lamb:

You are hereby appointed as the Alternate Contracting Officer's Technical Representative for DHS Office of Procurement Operations Agreement/Contract number: HSCEE3-09-A-00005 awarded to Deco effective December 1, 2008 (check one below)

- Contract/BPA       Purchase Order       Task/Delivery Order
- Cooperative Agreement       Grant       Memorandum of Understanding (MOU)
- Interagency/Intra-agency Agreement

Under this appointment, you are assigned responsibilities to assist the contracting officer in the administration of the Agreement/Contract referenced above in the absence of the primary COTR. This appointment remains in effect for the duration of the contractual agreement, as long as your COTR certification remains current. This appointment can only be changed or rescinded in writing by the contracting officer.

Please carefully review the explanation of COTR authority and responsibilities herein and sign the last page of this document acknowledging your understanding and acceptance of this Alternate COTR appointment. After signing the last page of the Alternate COTR appointment letter, please return it to Beth H. Arnold-Messick by April 19, 2010.



## SCOPE OF AUTHORITY

I, Richard Lamb, understand and agree that:

1. The DHS Office of Procurement Operations contracting officer is the only agent with authority to enter into and administer contractual agreements. I have been delegated the authority to monitor delivery and performance under the contractual agreement as the Alternate Contracting Officer's Technical Representative. Other than the contracting officer, and in the absence of the primary COTR, I am the duly appointed Government employee assigned to provide technical direction for the contractual agreement between the Government and the contractor.
2. This appointment does not change or supersede the established line of authority and/or responsibility of any organization.
3. I shall notify the contracting officer immediately if I am unable to fulfill the responsibilities of this position for an extended period.
4. I shall protect the Government's interests while performing my Alternate COTR duties. I must avoid any action that places me in a real or apparent conflict of interest that may compromise security or impair public confidence in the integrity of DHS.
5. I have read DHS Management Directive 0480.1, Ethics/Standards of Conduct and discussed any questions I have regarding my understanding of the duties and obligations under this policy.

## ALTERNATE COTR RESPONSIBILITIES

### 1. PREPARATION

- (a) The Alternate COTR must be knowledgeable of the terms and conditions, as well as the technical content in the contractual agreement. To understand the terms, the Alternate COTR must read the contractual agreement and discuss any unclear areas with the contracting officer. The following is a list of topics in the contractual agreement that the Alternate COTR is expected to understand and manage in the absence of the primary COTR:

- Contractual Agreement Type
- Performance Standards & Metrics
- Time, Place and Method of Delivery or Performance
- Reports & Deliverable Items Invoicing and Payment Procedures
- Security Requirements
- Packaging and Markings
- Inspection, Acceptance, and Special Clauses
- Quality Assurance

- Ordering Procedures
  - Government Furnished Assets and Information
- (b) While the official contractual agreement file is maintained by the contracting officer, the primary COTR must create and maintain a file to document COTR actions under this contractual agreement. The alternate COTR shall use and maintain this file in the absence of the primary COTR. The file should include:
- A complete copy of the contractual agreement, a copy of the primary and alternate COTR Letters of Appointment;
  - Copies of any related correspondence;
  - A record of both oral and written communications with the contractor;
  - Signed invoices;
  - All records of the contractor's performance, such as performance monitoring, inspection and service reports and other documents as applicable.
- (c) In order to effectively monitor delivery and performance, the Alternate COTR must read and become very familiar with the contractual agreement's schedule of performance standards and metrics, deliveries, completion dates, invoice due dates, option renewal dates and other report or data submission dates. The primary COTR must also establish a log or tracking system for progress and completion, with delivery dates. This log must be used and maintained by the Alternate COTR in the absence of the primary COTR. The log or tracking system will contain inspection, testing and acceptance dates, as well as all reports and notifications to the contracting officer, project manager, and the contractor.

## 2. GENERAL ADMINISTRATION INFORMATION

- (a) Determine the need, and ensure all requirements are met for contractor badges, background checks, and all other required clearances.
- (b) Plan and coordinate as necessary with the Scott George, Beth Arnold-Messick, and any other FPS Staff which is necessary to complete my assigned tasks.
- (c) Obtain and maintain a list of employees who will be working at the National Drug Intelligence Center in Johnstown, PA. Keep list current by making adjustments for new and terminated employees. This is important to the security of the facility. This list may be used to initiate background checks by the security office in the relevant location.
- (d) Coordinate with the contracting officer to ensure all contractors (and subcontractor as applicable) have signed nondisclosure forms, as prudent or required.
- (e) Safeguard the contractor's confidential business and technical information. Confidential information may include proposal pricing, technical documentation, or personnel data. Do not release any information without first consulting with the contracting officer to determine if release of such information is permissible.

- (f) Maintain communications with the contractor and the contracting officer. Meet with the contractor or his/her designated representative at the beginning of the contract/ agreement period of performance to discuss working methods. Also, serve as the contact through which the contractor can relay questions and problems to the contracting officer.
- (g) Ensure all contractor personnel identify themselves and their company affiliation in all communications (written, telephonic, and electronic) related to the contract/ agreement.
- (h) Monitor the contractor's compliance with safety, security, labor and environmental law requirements.
- (i) Report any observed fraud, waste, or opportunities to improve performance or cost efficiency to the contracting officer.
- (j) Provide independent government cost estimates (IGCEs) and other supporting information as required by the contracting officer when changes to the contract/ agreement are required.
- (k) Assist the contracting officer in negotiating supplemental agreements and coordinating with related contractors on other business arrangements.
- (l) Complete/Initiate Contractor Performance Assessment in CPARS within thirty (30) days of the end of the performance period, or at least annually, with detailed narrative to support rating parameters.
- (m) Keep the contracting officer fully informed of any technical, administrative or contractual difficulties encountered during the contract performance period and make recommendations as appropriate.
- (n) Seek guidance from the contracting officer for specific situations not covered in this delegation.
- (o) Ensure the condition, availability and tracking of Government-Furnished Equipment or Government-Furnished Property.

### **3. MONITORING AND SURVEILLANCE**

- (a) Perform surveillance of the contractor's performance under the contractual agreement and conduct inspections necessary to assure performance and compliance with the terms and conditions of the contractual agreement. Resolve day-to-day matters within the scope of Alternate COTR authority.
- (b) Assist the contractor in interpreting the terms and conditions or performance requirements, provided that any interpretation or clarification is within the limitations prescribed within the Alternate COTR delegation/appointment letter.

- (c) Immediately bring to the contractor's attention, any potentially hazardous working conditions. The contractor is always required to comply with Federal Occupational Safety and Health Administration (OSHA) guidelines, applicable labor and environmental laws, as well as any state or local requirements for workplace safety, whether in a Federal facility or other location. In addition, ensure that the contractor adheres to any specific safety clauses and/or the safety plan in the contract/ agreement.
- (d) Immediately alert the contracting officer to any possible contractor deficiencies or questionable practices so that corrections can be made before the problems become significant. Advise the contracting officer of the following situations:
  - Possible changes in contractor management and/or key personnel;
  - Potential labor disputes or workforce problems;
  - Disagreements with the contractor regarding performance of statement of work/objectives (SOW/SOO) requirements or other potential disputes with the contractor about technical or other business matters;
  - Lack of performance that may jeopardize the cost or required schedule of the contractual agreement.
- (e) Review contractor requests for travel, overtime, Government assets, or subcontracting in a timely manner and forward to the contracting officer for approval.
- (f) Review and analyze the contractor's deliverables, service, and management reports.
- (g) Provide feedback on contractor performance as input to the past performance data base or as otherwise requested by the contracting officer.

#### **4. INSPECTION AND ACCEPTANCE**

- (a) Inspect deliverables and monitor services for conformance to the performance standards, and accept or reject them.
- (b) Follow the guidance within the contractual agreement regarding inspection and acceptance. If there are any questions, contact the contracting officer.

#### **5. INVOICES AND PAYMENT**

- (a) The processing of invoices shall adhere to those conditions laid out in the subject contract.
- (b) Report any discrepancies in payment vouchers to the contracting officer. Provide documentation to support the representation.
- (c) Evaluate progress payment requests based on costs incurred and actual work accomplished.

- (d) Interim Cost Vouchers: If this is a cost reimbursable agreement, the contractor is entitled to be reimbursed periodically for all reasonable costs incurred in performing the contractual agreement. You should review such vouchers to make sure charges are commensurate with observed performance. It is your responsibility to question or concur with direct charges such as labor, materials, travel, etc. Alert the contracting officer if the billing includes material or equipment charges for items that have not been delivered to the work site, or have been delivered to the Government, but were not identified in the contract. The contracting officer is responsible for verifying correctness of indirect rates, fringe benefits and fee, if any.

## 6. GOVERNMENT FURNISHED ASSETS: EQUIPMENT, MATERIALS AND FACILITIES

- (a) You are *not* authorized to provide any Government-owned (or leased) equipment or supplies or use of Government space to the contractor, other than those specifically identified in the contractual agreement and authorized by the contracting officer.
- (b) During performance, it is your responsibility to monitor the contractor's use and care of any Government-furnished assets. If you believe the contractor is using the item for unauthorized purposes or is not providing adequate maintenance or security for the property, you are required to bring your concerns to the contractor's attention. If the contractor does not agree to remedy the problem, or indicates that corrective action will impact the cost, performance or schedule, refer the matter to the contracting officer.
- (c) Coordinate with the COTR regarding the completion of all required documentation for the acceptance, use and return of Government-furnished assets.
- (d) Assist the COTR with the disposal of excess Government furnished assets and/or contractor acquired assets.
- (e) Assist the COTR with the valuation of lost, damaged and destroyed Government furnished assets and/or contractor acquired assets.
- (f) Alert the COTR and the contracting officer to any potential or existing Government asset issues.

## 7. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

- (a) The Alternate COTR is required to complete an Office of General Counsel (OGC) ethics training course annually. Upon completion of the annual ethics training, the Alternate COTR shall submit documentation (e.g., certificate or e-mail) to the contracting officer indicating the annual ethics training requirement has been met.
- (b) In order to maintain DHS COTR Certification, one (1) hour of procurement ethics training is required annually per MD 0780.1.

- (c) If applicable, the Alternate COTR appointee must submit a disclosure, such as a Statement of Financial Interest and Outside Employment or Financial Disclosure Report, to the appropriate DHS confidential reporting system.
- (d) Alternate COTR appointees must adhere to standards of conduct as prescribed in Federal statutes, laws, regulations, and Departmental guidelines.

## 8. EXCLUSIONS FROM ALTERNATE COTR RESPONSIBILITIES

The Alternate COTR is expressly excluded from performing or being responsible for the following:

- (a) Making or giving the appearance of being able to make commitments, modifications, or any other action that would commit the Government to a change in price, performance quality, quantity, or the delivery schedule.
- (b) Providing guidance to the contractor, either orally or in writing, which might be interpreted as a change in the scope or terms of the contractual agreement.
- (c) Signing any changes or modifications to contracts/agreements and/or task or delivery orders(s).
- (d) Specifying how the contractor will accomplish performance.
- (e) Imposing or placing a demand upon the contractor to perform any task or permitting any substitution not specifically provided for in the contractual agreement.
- (f) Increasing the dollar limit of the contractual agreement or authorizing expenditures not specified under the contractual agreement.
- (g) Engaging in conduct prejudicial to the Government.
- (h) Making a Government decision outside official channels.
- (i) Discussing procurement plans or any other advance acquisition information that may, in fact, provide preferential treatment to one firm.

*The responsibilities, and exclusions set forth in this document are not intended to be all-encompassing. As an Alternate COTR, you are required to consult with the contracting officer when there are questions on your authority. You are not authorized to re-delegate your authority. Violation or misuse of your authority could result in abuse of DHS policy and resources at a minimum or monetary loss to the Alternate COTR or firm involved, disciplinary actions, and other measures, depending on the extent of the offense.*

(b)(6)
4/15/10  
 Beth H. Arnold-Messick, Contracting Officer Date



The undersigned acknowledges the Alternate COTR appointment on Agreement/Contract Number: HSCEE3-90-A-00005 and accepts the duties, responsibilities and limitations described in the appointment letter.

The contracting officer reserves the authority to cancel Alternate COTR appointments in accordance with HSAM, Chapter 3001.

**ALTERNATE COTR Acknowledgement:**

I, Richard Lamb, have read the Alternate COTR appointment letter herein for Agreement/Contract Number HSCEE3-09-A-00005 and fully understand and accept my responsibilities and the limitations of my delegated authority. I further understand that my performance as an Alternate COTR will be evaluated and documented on an annual basis by the contracting officer. I certify that I have taken the required training to obtain the DHS Acquisition Certification for COTRs or have received a waiver, based upon my previous related training and experience. In addition, I certify that I will take the mandatory skills currency training to maintain my certification during the duration of this appointment.

(b)(6)

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 4-16-2010  
Signature Date

**Supervisor Acknowledgement:**

I, Johanny Tribaso, have read the Alternate COTR appointment letter herein and fully understand, support and approve my employee's responsibilities and limitations as a Alternate COTR under the above referenced contract.

(b)(6)

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 4/16/2009  
Signature & Title Date

Return no later than April 19, 2010 to: [beth.arnold-messick@dhs.gov](mailto:beth.arnold-messick@dhs.gov)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 05/27/2010	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  ARES GROUP INCORPORATED 8625C ENGLSIDE OFFICE PARK ALEXANDRIA VA 223094131		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0064371440000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003	
		10B. DATED (SEE ITEM 13) 09/25/2008	

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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

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

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

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

Armed and Unarmed Guard Service for the New Jersey Statewide BPA

1. Modification P00003 dated 4/6/09 inadvertently omitted the future wage rates for the additional ordering periods. The purpose of this modification is to establish the wage rates for the additional ordering periods I through IV.

2. An increase of \$2.47 was negotiated and approved for armed guard service hours. The applicable rates are as follows:

Base Year: 12/1/08 to 11/30/09

From \$35.81 to \$38.28

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth H. Arnold-Messick
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED  (b)(6)
	16B. UNITED STATES OF AMERICA
	16C. DATE SIGNED 5/27/10

NAME OF OFFEROR OR CONTRACTOR  
ARES GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Ordering Period I: 12/1/09 to 11/30/10 From \$34.82 to \$37.29</p> <p>Ordering Period II: 12/1/10 to 11/30/11 From \$34.84 to \$37.31</p> <p>Ordering Period III: 12/1/11 to 11/30/12 From \$34.82 to \$37.29</p> <p>Ordering Period IV: 12/1/12 to 11/30/13 From \$34.80 to \$37.27</p> <p>3. An increase of \$1.49 was negotiated and approved for unarmed guard service hours. The applicable rates are as follows:</p> <p>Base Period: 12/1/08 to 11/30/09 . From \$29.49 to \$30.98</p> <p>Ordering Period I: 12/1/09 to 11/30/10 From \$29.04 to \$30.53</p> <p>Ordering Period II: 12/1/10 to 11/30/11 From \$29.03 to \$30.52</p> <p>Ordering Period III: 12/1/11 to 11/30/12 From \$29.10 to \$30.59</p> <p>Ordering Period IV: 12/1/12 to 11/30/13 From \$28.84 to \$30.33</p> <p>4. Funds will be adjusted by modification to task order HSHQE3-10-J-00005.</p> <p>5. All other terms and conditions remain unchanged and in full force and effect.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2008 to 09/30/2013</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

PO0010 See Block 16C N/A

6. ISSUED BY CODE OPO/FPS/EAST CCG/ 7. ADMINISTERED BY (if other than Item 6) CODE OPO/FPS/EAST CCG/1

NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.

ARES GROUP INCORPORATED 8625C ENGLSIDE OFFICE PARK ALEXANDRIA VA 223094131

9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003

10B. DATED (SEE ITEM 13) 09/25/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

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

X Bilateral Modification pursuant to mutual agreement of the parties

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

Armed and Unarmed Guard Service for the New Jersey Statewide BFA

1. In accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Act Price Adjustment, the purpose of this modification is to establish wage rates for additional ordering periods I through IV.

2. This modification incorporates the hourly billing rates negotiated and accepted based on the addendum to the Collective Bargaining Agreement (CBA) between Ares Group, Inc. and the National Union of Security Officers & Guards (NUSOG) effective 10/1/2009.

Armed: Continued ...

Except as provided herein, all terms and conditions of this document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

18A. NAME AND TITLE OF SIGNER (Type or print) 18B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Stadler, James Jr. Vice President Beth H. Arnold-Messick

15C. DATE SIGNED 15B. UNITED STATES OF AMERICA 15C. DATE SIGNED

(b)(6) 8/9/10 (b)(6) 8/9/10

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/E
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ARES GROUP INCORPORATED 8625C ENGLSIDE OFFICE PARK ALEXANDRIA VA 223094131		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0064371440000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003	10B. DATED (SEE ITEM 13) 09/25/2008

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract

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

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

Armed and Unarmed Guard Service for the New Jersey Statewide BPA

1. The purpose of this modification is to exercise Additional Ordering Period II of the New Jersey Statewide BPA. The period of performance of this Ordering Period is 12/1/2010--11/30/2011.

2. The contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth H. Arnold-Messick
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED  (b)(6)
	15D. DATE SIGNED 11/30/10

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 09/22/2011	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/E
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) ARES GROUP INCORPORATED 8625C ENGLSIDE OFFICE PARK ALEXANDRIA VA 223094131		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0064371440000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCCE3-08-A-00003	10B. DATED (SEE ITEM 13) 09/25/2008

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.222-43 FAIR LABOR STANDARDS ACT AND THE SERVICE CONTRACT ACT PRICE ADJUSTMENT (MULTIPLE YEARS AND
E. IMPORTANT:	Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.

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

GSA Contract #: GS-07F-0363M

Armed PSO Service for the New Jersey Statewide BPA

1. The purpose of this modification is incorporate the hourly billing rates negotiated and accepted based on the Schedule "A" to the Collective Bargaining Agreement between the National Union of Security Officers & Guards (NUSOG) and Ares Group Inc. effective 12/1/2010.

2. The new negotiated rates are in effect for the period of performance from 12/1/2010 to 11/30/2011 for both productive and TAS hours as well as future ordering periods of the BPA.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) James Jones Jr Vice President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth H. Arnold-Messick
(b)(6)	(b)(6)
15C. DATE SIGNED 9/28/11	16C. DATE SIGNED 9/28/11



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEE3-08-A-00003/P00011

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 ARES GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The notice shall contain any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The contractor shall continue any performance pending agreement on or determination of any such adjustment and its effective date.</p> <p>3. A new BPA Call adding hours and funding for the period of performance of 12/1/2010 to 11/30/2011 will be forthcoming.</p> <p>4. The attached Collective Bargaining Agreement entitled "National Union of Security Officers and Guards (NUSOG), 148-06 Hillside Avenue, Jamaica, NY 11435 and Ares Group Inc., 8625C Engleside Office Park, Alexandria, VA 22309" and dated December 1, 2010 through November 30, 2013, is hereby incorporated.</p> <p>5. All other terms and conditions remain unchanged and in full force and effect.</p> <p>DO/DPAS Rating: NONE                      Period of Performance: 10/01/2008 to 09/30/2013</p>				

# National Union of Security Officers & Guards



**NATIONAL UNION OF SECURITY OFFICERS AND GUARDS  
(NUSOG)**

**148-06 Hillside Avenue  
Jamaica, NY 11435**

**And**

**ARES GROUP, INC.  
8625C Engleside Office Park  
Alexandria, VA 22309**

**December 1, 2010**

**Through**

**November 30, 2013**

**AGREEMENT BETWEEN**  
**NATIONAL UNION OF SECURITY OFFICERS & GUARDS**  
**(NUSOG)**

**- and -**

**ARES GROUP, INC. (NJ)**

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**ARTICLE 1**

**BARGAINING UNIT**

This Agreement is entered between **Ares Group Inc.** (after referred to as the Company and Employer) and the **National Union of Security Officers and Guards (NUSOG)**, (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as all full-time and part-time Security Officers, site Supervisor employed by Ares Group Inc. The contractual relationship established herein is conditioned upon the Employer maintaining its status as contractor to provide security to various GSA New Jersey Mid-Atlantic facilities in the State of New Jersey, and the Union maintaining its status as exclusive representative of the employees in the bargaining unit describe herein, with respect to wages, hours and conditions of employment, excluding all other employees including, office clerical, dispatchers, field supervisor's and professional employees as defined in the National Labor Relations Act.

This Agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business of the Employer, or any part thereof, the purchaser, transferee or assignment to/or a new contractor assigned by GSA New Jersey Mid-Atlantic to provide security service or various governmental facilities in the State of New Jersey, shall be bound by this Agreement.

**ARTICLE 2**

**BARGAINING OBLIGATIONS**

A. Obligation to Bargain. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities.

B. Separability. In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.

### ARTICLE 3

#### UNION SECURITY

1. All employees covered by this Agreement who are members of the Union shall maintain membership in good standing in the Union, or pay a service fee to the Union, as a condition of continued employment.
2. All employees covered by this Agreement who are not members of the Union shall become members of the Union in good standing, or pay a service fee to the Union, on or before the 31<sup>st</sup> day from: (a) the date they first commenced work, (b) the date of execution of this Agreement or (c) the effective date of this Agreement, whichever is later.
3. For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and the fees uniformly required as a condition of acquiring or retaining membership.
4. The Employer shall discharge any employee covered by this Agreement not later than two (2) work weeks following the receipt of written notice from the Union that any employee has failed to become a member or retain membership in good standing in the Union, or pay a service fee equal to Union dues and fees to the Union, in accordance with the provisions of this Agreement. Such discharges shall not be considered to be for "cause" and are not subject to the provisions of the grievance procedures or arbitration.
5. New employees shall be deemed to be on a probationary trial basis for the first 90 days of their employment. Thereafter, they shall be deemed regular employees, who



shall be required to become members of the Union, or pay a service fee to the Union, retroactively from the first date of their employment. Probationary employees shall not be covered by the grievance procedure or arbitration and may have their employment terminated by the Employer regardless of "cause" during their first 90 days of employment.

6. The Union shall hold harmless and indemnify the Employer for any claims, suits or damages arising from or incurred as a result of the application of subsections 1 through 4 of this Article, to include payment of reasonable attorney fees for the defense of such claims or suits.

#### **ARTICLE 4**

##### **DUES CHECKOFF**

1. The Employer agrees to deduct monthly from the pay of each employee who is covered by this Agreement such Union dues and fees, or a service fee in lieu of Union dues, as are uniformly required and as billed by the Union as a condition of membership, upon the condition precedent that the Union shall furnish the Employer with a written Union Dues/Fees deduction authorization by each of the aforesaid employee Union members.

2. The Employer shall remit to the Union the dues and service fees deducted pursuant to this article no later than the 15<sup>th</sup> day of each month. The Union agrees that it will indemnify and save the Employer harmless for any claims growing out of said deductions, to include payment of reasonable attorney fees for defense of such claims or suits.

#### **ARTICLE 5**

##### **MANAGEMENT'S RETAINED RIGHTS**

###### **Section 1**

Management of the business and direction of the security force are exclusively the right of management.

These rights include the right to:

- A. Hire;
- B. Assign work;
- C. Promote, demote;
- D. Discharge, discipline, or suspend for just cause;
- E. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked;
- F. Determine the qualifications of an employee to perform work.

**Section 2**

Any of the rights, power or authority the Company has now (as defined in Section 1) or had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

**ARTICLE 6**

**RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES**

1. The Employer shall not discriminate against any employee because of his/her membership or non-membership in the Union, nor shall the Employer restrain or coerce any employee in the exercise of any rights granted by law or under this Agreement, or discriminate against or take reprisals against any employee for exercising any rights granted by law or under this Agreement.

2. Official time shall be provided as follows to investigate, process and present grievances:

A. Employees shall be granted official time, (up to one hour total per grievance within their scheduled working hours, as needed), upon individual request to a supervisor, to report grievances to their Union stewards/representatives and to present grievances to management. Such requests for official time shall not be unreasonably

denied or delayed, but the granting of official time may be postponed temporarily for operational needs or denied for excessive use of apparent abuse.

B. Union stewards/representatives shall be granted up to one-hour total of official time per grievance, upon individual request to their supervisor, to investigate, receive and present grievances to management. Such requests for official time shall not be unreasonably denied or delayed, but the granting of official time may be postponed temporarily for operational needs or denied for excessive use or apparent abuse.

C. Union representatives and stewards shall be granted official time to meet with management officials regarding non-grievance labor relations matters if the meeting is requested by a management official or is requested by a Union representative and approved by a management official.

D. When requesting official time regarding a grievance or other matter, the employee or Union steward/representative shall provide to the appropriate supervisor or management official sufficient information to make an appropriate informed decision regarding the request.

E. Overtime pay shall not be given for the processing of grievances or for labor-management meetings, unless the meeting is requested by the Employer.

#### ARTICLE 7

##### UNION/EMPLOYEE RESPONSIBILITIES

1. Except as authorized by this Agreement, neither the Union nor any employee in the bargaining unit shall conduct Union business or carry on Union activities (soliciting members, distributing literature, etc.) during the work time of either the Union representatives or the members being contacted, or on the premises being secured, unless permission is specifically granted. Union representatives who are in a non-duty status shall not interfere with the performance of official duty during working hours of employees who are in a duty status.

2. The Union agrees that any employee who requests Union representation for a grievance shall be represented at each stage of the grievance by no more than one Union representative at a time. The Union further agrees that if a Union representative

approaches a management official for the purpose of conducting Union business, such as presenting a grievance, the Union representative will promptly and clearly inform the management official that he/she is there to conduct official Union business and shall state the nature of the business, so the management official will be aware of the purpose of the conversation and the procedures to be followed.

3. The Union agrees to train its stewards in the scope of their duties and in the manner and procedures by which such duties are to be accomplished.

4. The Union shall provide the Employer with a current list of all stewards and/or representatives and shall keep the Employer informed in writing, on a continuing basis, of any changes in Union stewards and/or representatives.

## **ARTICLE 8**

### **CLASSIFICATIONS**

A. Full-time employees are those employees who regularly work an average of Thirty-two (32) hours or more a week.

B. Part-time employees are those employees who regularly work less than an average of Thirty-two (32) hours a week. Part-time employees are eligible for holiday pay and vacation leave benefits based on actual hours worked. Part-time employees are eligible for all other benefits on a pro-rata basis on the hours they are regularly scheduled to work.

C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties.

D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

**ARTICLE 9**

**SAVINGS CLAUSE**

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

**ARTICLE 10**

**NO STRIKE CLAUSE**

1. For the purpose of this Agreement, the term "strike" includes any strike or concerted action by any employee with others involving failure to report for duty, the willful absence from one's post or position, the slowdown or stoppage of work, the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, or in any manner interfering with the operation of the Employer, for the purpose of including, influencing or coercing a change in the conditions of employment or compensation or the rights, privileges or obligations of employment.
2. Neither the Union nor any employee in the bargaining unit shall initiate, authorize, actively support or participate in a strike.
3. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a line at the employees' regular place of employment, established by the Union or established by any other labor organization or established by any other group, shall constitute a violation of Section A of this Article.
4. The Union agrees that it will not assist employees participating in such work stoppage, strike, international slowdowns, picketing, or suspension or work against whatever disciplinary action the Employer may take place and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement.

5. The Employer shall discipline, as deemed appropriate, any employee who engages in a strike, as defined in section 1 of this Article. Any disciplinary action taken against striking employees shall not be construed as a violation of any provisions of this Agreement and shall not be subject to the grievance and arbitration provisions of this Agreement.

6. In the event of a strike as prohibited by this Article, the Employer agrees that there shall be no liability on the part of the Union, provided that upon notification, in writing, by the Employer of said strike, the Union meets the following conditions:

A. Within no more than eight (8) hours after receipt of written notification from the Employer of any strike, the Union shall publicly disavow the strike by posting a notice, signed by the Union president or other appropriate official, on each bulletin board or other space where the Union normally posts notices, to include the Union offices, stating that the strike is unauthorized and unsupported by the Union, and by providing copies of the notice to the Employer.

B. The Union shall in good faith promptly direct (in writing, verbally, or both) the employees of the bargaining unit to return to work notwithstanding the existence of any strike and the Union shall use every reasonable effort and cooperation with the Employer to terminate the strike.

7. The Union's failure to comply with the conditions in Section 4 above, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the Employer to terminate this contract.

#### **ARTICLE 11**

##### **VISITATION OF UNION REPRESENTATIVES**

It is agreed that Union representatives shall have access to the various work sites under control of Agency, during working hours, to ascertain whether this Agreement is being properly observed, providing there is a minimum interruption of normal course of the operations at the various buildings under Agency and all regulations of the Government are complied with. It is mutually understood that the Employer has no control over who can visit a site, as this control is solely with the Agency.



**ARTICLE 12**

**RELEASE OF INFORMATION**

1. The Union agrees to provide each employee in the bargaining unit with a copy of this Agreement.
2. The Employer agrees to provide to the Union a copy of each memorandum or other document which establishes operational requirements for employees in the bargaining unit.
3. The Employer and the Union agree that they will make available to each other, upon reasonable written request, documents or information relevant to negotiations or necessary for proper enforcement of the terms of this Agreement, except to the extent that such information may be considered privileged or confidential by either party.

**ARTICLE 13**

**EQUAL OPPORTUNITY**  
**(NON-DISCRIMINATION)**

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, and selection for training.

The parties agree to comply with all applicable Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting for the provisions of the equal opportunity requirements.

The provisions of this article will not operate to invalidate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

#### **ARTICLE 14**

##### **TRIAL PERIOD-NOTIFICATION**

A. Each newly hired employee shall be considered a probationary employee of the Company during his/her first ninety (90) days of employment, to be engaged for a probationary period, during which he/she may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement. After the probationary period, the new employee shall be considered a regular employee and shall accrue seniority from the date of hire.

B. The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

#### **ARTICLE 15**

##### **SENIORITY**

1. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and predecessor at governmental facilities in the State of New Jersey. Full-time employees and part-time employees shall be placed on separate seniority lists.

2. Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees in accordance with the date they became a full-time employee if they have completed the equivalent of the ninety (90) day probationary period.

3. Full-time employees, after completing the probationary period, who are thereafter placed on part-time work with the Company, will retain their full-time seniority; however, they shall not accumulate additional 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 list to which their full-time seniority does entitle them.

4. In the event of a layoff or recall from layoff, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse order of layoff. It is understood that probationary employees will be laid off before employees with seniority.

5. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in his/her mailing address. The employee shall reply to the Company his/her intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.

6. An employee who is unable to report to work because of a non-occupational injury or illness shall retain his/her seniority for one (1) year, except that he/she shall be subject to layoff according to his/her seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to layoff according to their seniority.

7. An employee's seniority shall be terminated upon the occurrence of any of the following events:

- Employee is discharged for just cause;
- Employee voluntarily quits;
- Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;

- Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control;
- An employee transfers out of the bargaining unit, except as provided in this article.

8. An employee who accepts a permanent management position with the Company shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which he/she is entitled to according to his/her previously retained seniority.

9. The Company shall prepare an up-to-date seniority list, which shall be posted on the furnished bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.

10. It is understood senior employees shall have preference of assignments to shifts and days off. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and the Company shall maintain them. When the Company does determine that an opening exists, the Company will fill the opening in the following manner:

- Award the opening to the senior full-time employee in the same classification that has had a written request on file with the Employer a minimum of fourteen (14) calendar days. If no full-time employee has a written request on file with the Employer, the Company may then fill the opening as follows;
- Award the opening to the senior part-time employee in the same classification that has had a written request on file with the Employer a minimum of fourteen (14) days. If no part-time employee has a written request on file with the Employer, the Company may then fill the opening as follows;
- Post a notice of the opening to all full-time and part-time employees in the same classification; giving those employees seven (7) calendar days to request

being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the position, it will be given to the senior part-time employee who requested the opening in writing within the seven (7) calendar days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) calendar days, the Company may then fill the opening as follows;

- Post a notice of the opening to all full-time and part-time members of the bargaining unit currently working in a different classification, but meeting all qualifications for the classification in which the opening exists, giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the opening within seven (7) calendar days, the Company will then award the opening to the senior part-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time or part-time member of the bargaining unit requests the opening in writing within seven (7) calendar days of the notification of the opening, the Company may then fill the opening as follows;
- Fill the opening from outside the bargaining unit.

## **ARTICLE 16**

### **DISCHARGES**

A. The Employer shall have the right to discharge, discipline or suspend an employee for just cause. Just cause shall include, but not be limited to, such categories of misconduct as tardiness; absence without leave; failure to perform duties in a competent or conscientious manner; leaving a post unattended; insubordination, falsification of an employment application or any report or other document submitted to the Employer in the course of employment; malingering; engaging in a strike; theft; lying to a supervisor about any employment related matter; conviction or other adjudication of guilt, whether it results in a conviction or not, of a criminal offense, or other misconduct of such a nature

that it could negatively impact upon the ability of the employee to perform security duties, or on the ability of the Employer to keep or perform the security contract with the Agency ("conduct unbecoming"). Progressive discipline may be employed for relatively minor offenses such as tardiness, but need not be employed for more serious offenses.

The failure of any employee to comply with a mandatory conditions of employment imposed by the Agency issuing the security contract, such as security status, failure to maintain a valid driver's license or weapons permit, shall be just cause for termination, regardless of whether the failure is the result of any culpable misconduct on the part of the employee.

B. Any employee not granted a security clearance or a security clearance on a current employee is terminated by the agency, and such clearance is required by the controlling governmental agency, shall be discharged without recourse to grievance or arbitration procedures.

#### **ARTICLE 17**

##### **HOURS OF WORK, OVERTIME AND PAY PERIODS**

1. Overtime will be paid for all work in excess of forty (40) hours in any one workweek. The workweek shall start on 0001 Sunday and end on 2400 Saturday.
2. No employee shall be required to work more than twelve (12) hours in any twenty-four (24) hour period, unless by an Act of God, or a national emergency.
3. No employee will be required to work more than forty (40) hours per week without overtime, regardless of calendar year. There must be at least eight (8) hours between tours. Employees required to work without receiving eight (8) hours between tours, will be paid the difference in overtime.
4. Wages shall be paid bi-weekly. Payday shall be every other Friday. Checks may be mailed to employees who work at locations where there are fewer than five employees.



**ARTICLE 18**

**CALL OFF REQUIREMENT**

Failure of the employee to call off four (4) hours prior to their shift could result in the employee being deducted any time their post is open until filled, and the employee will not be able to use their Sick/Personal/Vacation time to cover that day.

**ARTICLE 19**

**DEDUCTION LIABILITY**

Should the Company receive a monetary deduction due to the employee being at fault in performance, uniform or otherwise no in contract compliance, the employee will be responsible for the amount of the monetary deduction/forfeiture of pay for the hours identified on the shift worked.

**ARTICLE 20**

**GRIEVANCE AND ARBITRATION PROCEDURE**

**A. Definition.** A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.

**B. Informal Procedure.** The parties shall attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such dispute in the manner provided in this paragraph B, the party making the claim shall, within the applicable time limit set forth below, serve a written grievance on the other party. When the Company requests a meeting with Union committee men during working hours, the committee men will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one workday and no overtime shall be paid. In the event of grievance on the graveyard

shift, the Company agrees to meet with the union at 0700AM during regular workdays for the purpose of discussing the grievance.

**C. Suspension, Layoff and Discharges**

**Step 1**

1. Suspension or discharge shall be for just cause only. Any grievance relating to the suspension, layoff or discharge of an employee whose job classification is covered by this Agreement must be served in writing on the Project Manager and copies to the Shop Steward and to the Union within ten (10) working days of the date upon which the suspension, layoff or discharge was effective, or the grievance shall be null and void.

2. The Project Manager and a representative of the Union shall meet within seven (7) working days of the service of said grievance for the purpose of discussing and, if possible, settling said grievance. The Employer shall give to the Union its answer to the grievance and its reasons therefore within five (5) working days of the conclusion of such meeting. If the grievance is not settled, then:

**Step 2**

1. The Employer, or his/her designated representative, and the Shop Steward and the National Union Representative, or their designated representative, shall meet within five (5) working days after receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Project Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Union Representative will refer the grievance to the National Union for review to request arbitration.

**Step 3**

1. Either party may make a written request for arbitration. The written request must be served on either the Project Manager/Company's President, or President of the Union. If

such request is not served on the other party within ten (10) working days of the conclusion of the procedures set forth in sub-paragraph 2 of this paragraph C, the grievance shall be null and void for all purposes.

**D. All Other Grievances/Disputes**

1. All grievances not subject to paragraph C of this Article must be served in writing on the other party (Project Manager or President of the Union) within ten (10) working days of the occurrence or discovery which gave rise to the dispute, or the grievance shall be null and void for all purposes.

2. The Project Manager and a representative of the Union shall meet within seven (7) working days of the conclusion of such meeting. If the grievance is not settled, then:

3. The Employer, or his or her designated representative, and the Shop Steward and the Union Representative, or their designated representative, shall meet within five (5) working days after the receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Project Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Union Representative will refer the grievance to the National Union for review to request arbitration.

4. Either party may make a written request for arbitration. If such request is not served on the other party within ten (10) working days of the conclusion of the procedures set forth in sub-paragraph 3 of this paragraph D, the grievance shall be null and void for all purposes.

**E. Arbitration**

1. Whenever a timely request for arbitration has been made pursuant to this Article, the Employer and the Union's representative shall meet within ten (10) working days of the

date the request for arbitration was served on the other party for the purpose of selecting an impartial arbitrator.

2. If the parties are unable to agree upon an impartial arbitrator, the party requesting arbitration shall mail a written request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service, American Arbitration Association or New Jersey State Board of Mediation within ten (10) working days of the conclusion of the meeting provided for in subparagraph 1 of this paragraph E.

3. The parties shall meet within five (5) working days of the day of receipt of said list for the purpose of attempting to select one of the individuals named on said list. If they are unable to do so, the party, which filed the grievance, shall strike three (3) names. The other party shall then strike three (3) names. The individual whose name remains shall be selected as the impartial arbitrator.

4. The arbitrator's decision shall be final and binding on the parties and any affected employee whose job classification is covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) days after the close of the arbitration or the filing of briefs, if any, whichever is later.

5. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice which is inconsistent with the provisions of this Agreement.

6. Should either of the parties fail to attend the hearing set by the Arbitrator, after due and proper notice hereof, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party and shall be empowered to render a final decision and award on the basis of the evidence presented.

7. The fees and expenses of the arbitration shall be borne equally by the Employer and the Union.

8. The limits set forth herein may be extended only by mutual agreement of the union and the Company.

#### **ARTICLE 21**

##### **DISCIPLINARY ACTION**

A. Disciplinary action will consist of a verbal warning, a written warning and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.

B. Any time an employee is to be interviewed and disciplinary action that may result in suspension or termination, he/she may have a Shop Steward or Union representative present. Both the employee and Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.

C. When the company requests a meeting in reference to a disciplinary action, those persons required to be present in excess of their eight (8) hour shift will be paid for the reasonable time spent.

#### **ARTICLE 22**

##### **OVERTIME**

A. Overtime pay is calculated at one and one-half (1 and ½) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g. vacations do not count as hours worked for overtime purposes.

##### **B. Overtime Assignment**

(1) Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime, his/her name will go to the bottom of the list.

(2) When a Bargaining Unit Employee is next on the list, and cannot work because of personal reasons, he/she will be passed over and the next Bargaining Unit

Employee on the list will work overtime and the Bargaining Unit Employee's name who turned down the overtime assignment will be next in turn for overtime.

(3) Mandatory Overtime: When the overtime requirement is involuntary, the Bargaining Unit Employee with the least seniority will be required to meet the overtime requirement. This includes involuntary call-in, which results in overtimes.

C. Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the trade will not cause the company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades will be approved in advance by the Project Manager or Site Supervisor.

(NOTE: The federal law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same workweek for pay).

D. It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime.

#### **ARTICLE 23**

##### **WAGES**

A. All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Schedule "A" attached hereto and made a part hereof.

B. In the event employee reports to work for his/her shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his/her regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting time pay.



**ARTICLE 24**

**LEAVE OF ABSENCE**

A. A leave of absence may be granted is the Employer's sole discretion for personal reasons for a period not to exceed thirty (30) days upon written application. Leaves of absence with the exception of paragraph E, shall not be granted for employees to work elsewhere.

B. An employee, upon presentation of a certificate from a doctor, maybe granted a Family Medical Leave under FMLA not to exceed twelve (12) weeks, except in case of an industrial accident wherein the employee shall be granted a leave of absence, if needed. A doctor's certificate may be required stating the employee is physically able to perform the available work before the employee will be allowed to return to work.

C. All requests and approvals for leave of absence must be in writing.

D. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Employer with a copy of his or her orders within five (5) days of receipt of such orders.

E. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence for the duration required to perform the duties of the position which he or she was elected or appointed.

F. All leaves of absence under this article are without pay, benefits, or allowance.

**ARTICLE 25**

**BULLETIN BOARD**

A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of non-controversial notices, such as:

1. Notices of Union recreational and social affairs;
2. Notices of Union elections;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meetings;
5. Union updates of negotiations.

B. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising or political matters.

C. Employer has no say in the use of bulletin board, except in order to maintain proper decorum or when directed by the government.

#### **ARTICLE 26**

##### **BEREAVEMENT LEAVE**

A. If it is necessary for an employee to lose time from scheduled workdays because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay

B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, aunt, uncle, grandparents, and grandchildren.

C. The Employer may require proof of the death for which an employee requests a paid leave.

#### **ARTICLE 27**

##### **TEMPORARY ASSIGNMENTS**

The Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced. Unless

employee's employment with Employer is continued as a result of a violation of Article 16 or agreed prior to scheduling of job assignment.

**ARTICLE 28**

**HOLIDAYS**

A. All full-time employees will receive eight (8) hours' pay at their normal hourly rate, for the following eleven (11) holidays:

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Martin Luther King Jr. Birthday</i>	<i>Columbus Day</i>
<i>President's Day</i>	<i>Veteran's Day</i>
<i>Memorial Day</i>	<i>Thanksgiving Day</i>
<i>Independence Day</i>	<i>Christmas Day</i>
<i>Employee's Birthday</i>	

B. The eleven (11) holidays shall be paid for regardless of the day of the week on which they fall.

C. The employee who is requested and agrees to work on any of the above-named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline.

D. Employees assigned to work Christmas and Thanksgiving will receive time and a-half plus the eight (8) hours holiday pay.

E. Employees who work less than thirty-two (32) hours per week average will have their holiday pay pro-rated based on average hours worked per week.

**ARTICLE 29**

**VACATIONS**

A. Full-time employees covered by this Agreement who have been continuously employed within the bargaining unit for a period of One (1) year and One (1) day shall

receive two (2) weeks paid vacation based on eighty (80) hours at their regular rates of pay.

B. Employees covered by this agreement who have been continuously employed within the bargaining unit for a period of five (5) years and one (1) day shall receive three (3) weeks paid vacation based on one hundred and twenty (120) hours at their regular rates of pay.

C. After ten (1) years and one (1) day, four (4) weeks paid vacation based on one hundred sixty (160) hours at regular rate of pay.

D. Consistent with Employer approval, efficiency, and economy of operations, employees with two (2) or more weeks' vacation may take their vacation in segments of less than one (1) week each.

E. Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.

F. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date; but the assignment is exclusively reserved for the Employer, in order to ensure the orderly operation of the customer's facilities.

G. Employees who work less than forty (40) hours per week average will have their vacation pay pro-rated based on average hours worked per week.

H. No vacation pay will be pro-rated less than one year and one (1) day worked.

I. Vacation schedules shall be based on length of service as defined with the present contractor and with prior contractors in the performance of work at various buildings.

**ARTICLE 30**

**JURY SERVICE**

A. If an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee for each day served, less all fees collected for serving, at a regular rate of base pay, not to exceed ten (10) days.

B. This will be pro-rated for all part-time employees provided they were scheduled to work that day. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he shall be compensated for all time lost.

C. Employee must inform the Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

**ARTICLE 31**

**STEWARDS**

The Employer agrees to recognize one (1) shop steward and one (1) assistant shop steward duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. When Employer requests shop stewards present at a grievance or discipline hearing during the shop stewards regular working time, the Employer shall compensate steward for time spent.

**ARTICLE 32**

**PHYSICAL EXAMINATIONS**

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations including Physical Agility and endurance tests, to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be

administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual basis. When required, such annual examinations will be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of the initial and of the annual physical examination. Personal leave, with the permission of the supervisor, may be used for taking client-required re-examinations.

### **ARTICLE 33**

#### **GOVERNMENT SUPREMACY**

The Union acknowledges that Employer has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of Employer within the scope of the Contract. The Company will discuss any changes with Union prior to their implementation. These discussions will be held in a joint effort to prevent any adverse effect, or to minimize any adverse effect, on the current Collective Bargaining Agreement. If the changes would cause conflicts with the CBA, the Company and Union will endeavor to renegotiate that particular section of the CBA; all with acknowledgment by Union of the obligation of Company to comply with the Government directive.

### **ARTICLE 34**

#### **RE-NEGOTIATION**

It is mutually agreed that six (6) months prior to the anniversary dates and termination of this contract, wages and benefits will be re-negotiated.

### **ARTICLE 35**

#### **PENSION**

The Union will provide a 401(k) IUJAT Plan for members participation and Employer's contribution.



**ARTICLE 36**

**TERMS OF AGREEMENT**

THIS AGREEMENT shall remain in full force and effect from December 1, 2010 through November 30, 2013, subject to the following, and shall continue from year to year thereafter, unless either party desires to change, modify, or terminate this Agreement by mailing written notice of its intent to terminate this Agreement at least six (6) months prior to November 30, 2013.

IN WITNESS WHEREOF, the duly chosen representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this \_\_\_\_ day of \_\_\_\_\_.

**ARES GROUP, INC. NJ**

**NATIONAL UNION OF SECURITY  
OFFICERS AND CLERK (NUSOC)**

(b)(6)

**President, CEO**

**President**

**SCHEDULE "A"**

AGREED TO BETWEEN THE PARTIES HERETO, effective December 1, 2010  
the following hourly rates and benefits will be applied to all Guards and Site Supervisors  
as listed below:

Unarmed Guard Burlington	21.12	Unarmed Guard Sommerville	21.12
Unarmed Guard Glassboro	21.12	Unarmed Guard Bridgeton	21.12
Unarmed Guard Tom's River	21.12	Unarmed Guard Rio Grande	21.12
Unarmed Guard Mt. Holly	21.12	Unarmed Guard Children's Home	21.12
Unarmed Guard Bricktown	21.12	Armed Guard Voorhess	21.12
Unarmed Guard Newton	21.12	Armed Guard Burlington	21.12
Armed Guard Sommerville	21.12	Armed Guard Trenton	21.12
Armed Guard Camden	21.12	INS CIS - Mt. Laurel	21.12
Egg Harbor	21.12	Lead Officers	22.15
SSA Cherry	21.12		

**SICK/PERSONAL DAYS**

At the beginning of each contract year (as per the Collective Bargaining Agreement December 1<sup>st</sup> to November 30<sup>th</sup>), all Full-Time employees shall be entitled to ten (10) paid days. All Part-Time employees shall be entitled to five (5) paid days, to be paid at the employee's regular rate of pay including health, welfare, and pension. All unused sick/personal day's shall be paid out at the end of each contract year (as per the Collective Bargaining Agreement December 1<sup>st</sup> to November 30<sup>th</sup>), at the Base Rate.

*Company may require a doctor's note for three (3) consecutive days out.*

**TRAINING DAY**

All training will be paid at the employee's regular rate of pay. If an employee leaves within the year of training, he or she will be required to reimburse the company for the training based on a pro-rated basis.

To be paid at Base Rate and does not calculate towards overtime.

Uniforms will not be required for training.

**UNIFORM ALLOWANCE**

Seventy-Five Cents (\$0.75) per hour worked, not to exceed forty (40) hours a week. Employees shall be responsible for maintenance and replacing items, unless damaged on the job.

Company shall replace uniforms due to normal wear and tear.

**PAYROLL ERROR:**

Any payroll error in excess of eight (8) hours shall be corrected immediately, provided all proper documentation is submitted by employee to Project Manager.

**PENSION**

One Dollar (\$1.00) per hour, payable directly to the employee not to exceed forty (40) hours a week.

**HEALTH & WELFARE**

Effective December 1, 2010, Three Dollars and Sixty Cents (\$3.60) per hour not to exceed forty (40) hours a week.

**VACATION:**

Add fifteen (15) years and one (1) day after five (5) weeks of employment.

**GUN PERMIT/LICENSE:**

Company will reimburse for cost of gun permits and licenses, as required.

**JURY SERVICE:**

If an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee for each day served, at a regular rate of base pay; including health, welfare, and pension less all fees collected for serving.

**BEREAVEMENT LEAVE:**

If it is necessary for an employee to lose time from scheduled workdays because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay; including health, welfare, and pension.

Immediate family: this is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, aunt, uncle, grandparents and grandchildren.

The Employer may require proof of the death for which an employee requests a paid leave.

In addition to Article 26 of original Agreement, employees who have to travel five hundred (500) miles from home to attend a funeral for a family member as defined in Article 26 will receive five (5) days paid Bereavement Leave; to include health, welfare, and pension.

**ARTICLE 1. BARGAINING UNIT**

Change Site Supervisors to Lead Officers.

**ARTICLE 17. SECTION 4**

Pay day will be on Monday's. If Monday is a holiday, pay day will be Tuesday.

**ARTICLE 29. SECTION G**

Change to thirty-two (32) hours.

**ARTICLE 30** - Company shall provide the Union with an updated list of employees on a quarterly basis.

**EXCEPT AS MODIFIED**, all terms and conditions of the original Agreement shall, and do hereby remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this addendum to be executed the day and year above written.

**ARES GROUP, INC. NJ**

**NATIONAL UNION OF SECURITY**

(b)(6)

President

11/5/10  
Date

11/5/10  
Date

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192112PTHMCNJ0051	5. PROJECT NO. (If applicable)	
6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ARES GROUP INCORPORATED 8625C ENGLSIDE OFFICE PARK ALEXANDRIA VA 223094131		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 0064371440000		9B. DATED (SEE ITEM 11)		
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003	
		10B. DATED (SEE ITEM 13) 09/25/2008		

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

N/A

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

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

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

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

GSA Contract #: GS-07F-0363M

Armed PSO Service for the New Jersey Statewide BPA

1. The purpose of this modification is change the qualifications for the handgun course of fire. Remove pages 84 through 87 of the Statement of Work and replace with the attached memorandum entitled "Handgun Qualification Course".

2. This change is accomplished at no cost to either party.

3. All other terms and conditions remain unchanged and in full force and effect.

DO/DPAS Rating: NONE

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Beth H. Arnold-Messick	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	(b)(6)	16C. DATE SIGNED
(Signature of person authorized to sign)			10/17/11



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEE3-08-A-00003/P00013

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2 2

NAME OF OFFEROR OR CONTRACTOR  
ARES GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/01/2008 to 09/30/2013				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/E	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ARES GROUP INCORPORATED 8625C ENGLSIDE OFFICE PARK ALEXANDRIA VA 223094131		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 0064371440000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003	10B. DATED (SEE ITEM 13) 09/25/2008	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9, Option to Extend Services

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
GSA Contract #: GS-07F-0363M  
Armed PSO Service for the New Jersey Statewide BPA

1. The purpose of this modification is to exercise Ordering Period III of the New Jersey Statewide BPA. The period of performance of this Ordering Period is 12/1/2011 to 11/30/2012.

2. The contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth H. Arnold-Messick
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED  (b)(6)
	15D. DATE SIGNED 12/1/11

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEE3-08-A-00003/P00014

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NAME OF OFFEROR OR CONTRACTOR  
 ARES GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The contractor shall continue any performance pending agreement on or determination of any such adjustment and its effective date.</p> <p>3. Wage Determination 2011-0233, revision 1 dated 12/6/2011 (containing the Collective Bargaining Agreement entitled Agreement Between National Union of Security Officers &amp; Guards (NUSOG) and Ares Group, Inc. (NJ) dated 12/1/2010 and the Addendum to Original Agreement dated 11/7/11) is hereby incorporated and made a part of subject BPA. From 12/1/2011 forward, the contractor is required as a minimum to pay the wage rates and fringe benefits provided in the incorporated DOL Wage Determination. Request for any increased hourly prices resulting from the newly incorporated wage determination must be received within 30 days of this modification.</p> <p>4. All other terms and conditions remain unchanged and in full force and effect.</p> <p>DO/DPAS Rating: NONE                      Period of Performance: 12/01/2011 to 11/30/2012</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ARES GROUP INCORPORATED 8625C ENGLSIDE OFFICE PARK ALEXANDRIA VA 223094131		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0064371440000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003	10B. DATED (SEE ITEM 13) 09/25/2008

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.222-43, Fair Labor Standards Act and the Service Contract Act Price Adjustment (Multiple Years and

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

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

GSA Contract #: GS-07F-0363M

1. The purpose of subject modification is to reflect the following changes pursuant to FAR 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts).

2. The applicable period of this adjustment is December 1, 2011 through November 31, 2012.

3. The contract rates are increased by \$0.68 per hour as follows:

Ordering Period III Armed Productive/Armed TAS

From \$40.54 to \$41.22

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) William B. Moore Pres/CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth H. Arnold-Messick
15B. CONTRACT/ORDER NO. (b)(6)	15C. DATE SIGNED 4/13/12
15D. NUMBER OF COPIES OF AMENDMENT (b)(6)	16C. DATE SIGNED 4/13/12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEE3-08-A-00003/P00015

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NAME OF OFFEROR OR CONTRACTOR  
 ARES GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Ordering Period III Unarmed Productive/Unarmed TAS                      From \$37.87 to \$38.55</p> <p>Ordering Period IV Armed Productive/Armed TAS                      From \$40.52 to \$41.20</p> <p>Ordering Period IV Unarmed Productive/Unarmed TAS                      From \$37.61 to \$38.29</p> <p>4. The total value of the wage adjustment for the current period of performance and remaining ordering period is \$121,486.90.</p> <p>5. The estimated total ceiling value of the BPA is hereby increased by \$121,486.90 from \$12,615,438.51 to \$12,736,925.41.</p> <p>6. The contractor agrees to the terms of this modification and releases the Government from any and all liability under this contract for further equitable and/or price adjustments (including, but not limited to, claims and causes of action for the recovery of direct costs, indirect costs, delay costs, disruption costs, profit, interest, attorney's fees, damages, etc.) in connection with this modification and the facts and circumstances giving rise to this modification. The contractor acknowledges that this release pertains to itself, its successors and assigns and that this modification constitutes the complete agreement of the parties.</p> <p>7. All other terms and conditions remain unchanged and in full force and effect.</p> <p>DO/DPAS Rating: NONE                      Period of Performance: 12/01/2011 to 11/30/2012</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/E
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ERIS SECURITY, INC. 17981 DUMFRIES SHOPPING CENTER DUMFRIES VA 220262387		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003	
		10B. DATED (SEE ITEM 13) 09/25/2008	
CODE 6008561110000	FACILITY CODE		

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

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

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

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

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

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

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

GSA Contract #: GS-07F-0363M

1. The purpose of subject modification is to incorporate the Novation and Change of Name Agreements between Ares Group, Inc. and Eris Security, Inc. The Agreements were processed by GSA and, in accordance with FAR 42.1202, Responsibility for Executing Agreements, are hereby incorporated into subject BPA.

2. As a result of the aforementioned Agreements, the vendors name and address for subject BPA are changed to read as shown in block #8 above.

3. All other terms and conditions remain unchanged and in full force and effect.

DO/DPAS Rating: NONE

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Annmarie Bartholomeo
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED  (g)(a)
	DATE SIGNED 9/25/2012



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1.Contract ID Code	Page of Pages 1   2
Amendment/Modification No. PO-0040	3. Effective Date: May 03, 2012	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) 84	
6. Issued By: General Service Administration FAS, Greater Southwest Acquisition Center (7FC) 819 Taylor Street, Rm 6A06 Fort Worth, TX 76102		7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308		
8. Name and Address of Contractor (No. Street, County, State and Zip Code) ARES GROUP INCORPORATED 8625C ENGLSIDE OFFICE PK  ALEXANDRIA, VA 223094131		9A Amendment of Solicitation No:		
		9B. Dated (See Item 11)		
		X	10A. Modification of Contract/Order No. GS-07F-0363M	
			10B. Dated (See Item 13) Jun 01, 2002	
Code	Facility Code			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/>	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers		<input type="checkbox"/>	is extended <input type="checkbox"/>
			<input type="checkbox"/>	is not extended.
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b)			
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority): See Block 13 Notes...			
E.	<b>IMPORTANT:</b> Contractor: is not <input type="checkbox"/> , is <input checked="" type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.			
14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
14. Pursuant to FAR 42.12, Novation and Change of Name Agreements, a Novation Agreement is recognized as follows:  FROM: ARES Group, Incorporated GS-07F-0363M 8625 c Engleside Office Park Alexandria, Virginia 22309-4131  TO: ERIS Security, Inc.				
Continue next page...				
15A. NAME AND TITLE OF SIGNER (Type or Print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
See above E-SIGNED 08/30/2012 by P. Strickland ARES GROU		See above E-SIGNED 08/30/2012 by P. A. Dawson GSA/FSS		

Continuation of Description...

17981 Dumfries Shopping Plaza  
Dumfries, Virginia 22026

A copy of the signed Novation and Exhibit 1 task orders is incorporated into the above referenced contract.

This modification is hereby retro-active as of May 3, 2012.

1. The Administrative Point of Contact(s) is:

Andrea J Czeck  
President/CEO  
Eris Security, Inc.  
17981 Dumfries Shopping Plaza  
Dumfries, Virginia 22026  
Telephone: (571)931-0222 [b](6)  
Fax No. (571) 931-0240  
Email: [b](6)

Michael A King  
Vice-President  
Eris Security, Inc.  
17981 Dumfries Shopping Plaza  
Dumfries, Virginia 22026  
Telephone: [b](6) (cell)  
Fax No. (571) 931-0240  
Email: [b](6)

2. The Duns Number is 6008561111. CCR is current until 10/31/2012.

3. The contractor is required to update their Authorized GSA Pricelist and to provide this office one copy within 30 days of the date of this modification. In addition, the contractor shall provide two copies to:

General Services Administration  
Accounting Operations Branch (6BCO)  
1500 East Bannister Road  
Kansas City, MO 64131

4. The contractor is required to update their GSA Advantage file within 30 days of the date of this modification.

5. Eris Security, Inc. has certified as a small business.

6. The accepted pricelist and price discount relationship previously established remain unchanged and in full force and effect.

7. This mod is issued at no cost to either party. All other terms and conditions remain the same.

Block 13 Notes

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Block 13.D:

IAW FAR 42.12, Novation and Change of Name Agreements, a Novation Agreement, Clause 52.243-72, Modifications.

List of Documents for the eMod Package:

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File Name: ERIS Security Inc. Complete Novation.pdf Submit Date: 08/30/2012 10:42:22:90

Description: Novation - ARES Group Incorporated to ERIS Security Inc

## NOVATION AGREEMENT

**ARES GROUP INCORPORATED** (hereinafter referred to as "Transferor"), a corporation duly organized and existing under the laws of Virginia with its principal office at 8625C Engleside Office Park, Alexandria, Virginia 22309-4131; **ERIS SECURITY INC.** (hereinafter referred to as "Transferee"), a corporation duly organized and existing under the laws of Virginia with its principal office at 17981 Dumfries Shopping Plaza, Dumfries, Virginia 22026; and the **UNITED STATES OF AMERICA** (hereinafter referred to as "Government") enter into this Agreement as of February 8, 2012.

1. The parties agree to the following facts:
  - (a) The Government, represented by various Contracting Officers of the Department of Homeland Security, the Internal Revenue Service, and the General Services Administration, has entered into certain contracts with the Transferor, as more fully set forth on Exhibit 1 attached hereto. The term "the contracts," as used in this Agreement, means the referenced contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.
  - (b) As of February 8, 2012, the Transferor has transferred to the Transferee all the assets of the Transferor involved in performing the contracts by virtue of an Asset Purchase and Sale Agreement between the Transferor and the Transferee.
  - (c) The Transferee has acquired all these assets of the Transferor by virtue of the above transfer.
  - (d) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.
  - (e) The Transferee is in a position to fully perform all obligations that may exist under the contracts.
  - (f) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.
  - (g) Evidence of the above transfer has been filed with the Government.
2. In consideration of these facts, the parties agree that by this Agreement:

- (a) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.
- (b) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.
- (c) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.
- (d) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.
- (e) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.
- (f) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.
- (g) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.
- (h) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee:
  - (i) Assumes under this Agreement; or
  - (ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

- (i) The contracts shall remain in full force and effect, except as modified by this Agreement.

Each party has executed this Agreement as of the day and year first above written.

**UNITED STATES OF AMERICA**

By (b)(7)(C)

Title Contracting Officer GSA

**ARES GROUP INCORPORATED**

By (b)(7)(C)

Title President/CEO

[Corporate Seal]

**ERIS SECURITY, INC.**

By (b)(7)(C)

Title President/CEO

[Corporate Seal]

**Certificate**

I, William Bruce Moore, certify that I am the Secretary of ARES GROUP INCORPORATED, and that William Bruce Moore, who signed this Agreement for this corporation, was then President of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 8<sup>th</sup> day of February, 2012.

By (b)(7)(C)

Secretary

[Corporate Seal]



**Certificate**

I, Andrea Czeck, certify that I am the Secretary of ERIS SECURITY, INC. and that Andrea Czeck, who signed this Agreement for this corporation, was then President of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 8<sup>th</sup> day of February, 2012.

(b)(7)(C)

Secretary

[Corporate Seal]

EXHIBIT 1

APPLICABLE CONTRACTS UNDER NOVATION AGREEMENT

- I. Department of Homeland Security  
State of Maryland HSCEGI-05-D-F-00006  
Period of Performance: 7/1/11-12/31/11 6 month extension  
Contract End Date: 12/31/11  
POC: Todd Wanner (b)(6)
- II. Department of Homeland Security  
Northern Florida HSCEGI-07-A-00012  
Period of Performance: 10/1/10-9/30/12 Option Year IV  
Contract End Date: 9/30/12  
POC: Andrea Chavoso (b)(6)
- III. Department of Homeland Security  
Southern New Jersey HSCEE3-08-A-00003  
Period of Performance: 12/1/10-11/30/11 Option Year II  
Contract End Date: 11/30/13  
POC: Beth Arnold-Messick (b)(6)
- IV. Internal Revenue Service  
MD and DC TIRNO-09-T-00008  
Period of Performance: 6/1/11-5/31/12 Option Year II  
Contract End Date: 5/31/09  
POC: Maria Middleton (b)(6)
- V. Department of Homeland Security  
State of Arkansas HSCEC7-09-A-00001  
Period of Performance: 9/1/11-8/31/12 Option Year II  
Contract End Date: 8/31/14  
POC: Mirian Tудо (b)(6)
- VI. General Services Administration  
Federal Supply Schedule Contract GS-07F-0363M  
Effective Date: June 1, 2002  
POC: Richard Armstead/Sheila Brennan  
(b)(6)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/F
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ERIS SECURITY, INC. 17981 DUMFRIES SHOPPING CENTER DUMFRIES VA 220262387		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6008561110000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003	
		10B. DATED (SEE ITEM 13) 09/25/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Contract Terms and Conditions -- Commercial Items (FEB 2012)
	D. OTHER (Specify type of modification and authority)

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

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

GSA Contract #: GS-07F-0363M  
The FPS Risk Assessment and Management Program (RAMP) is no longer utilized as the centralized repository for Contractor and PSO data. Therefore, the Microsoft InfoPath application is no longer used to add and/or update electronic Contractor and PSO data information for this BPA.  
  
In its place, ERIS shall add and/or update contractor and PSO data using the enclosed Microsoft Excel spreadsheet titled, Contractor PSO Data Template. Instructions for completing and transmitting the spreadsheet are contained within the spreadsheet under the Instructions tab. ERIS shall update and provide the spreadsheet on a weekly basis (every Monday.)  
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) ANDREA GEEK President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Annmarie Bartholomeo
(b)(6)	(b)(6)
15C. DATE SIGNED 1/29/12	GNEB 11/30/2012

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEE3-08-A-00003/P00017

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 2 2

NAME OF OFFEROR OR CONTRACTOR  
 ERIS SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>If no additions and/or updates to the contractor and PSO data occurred during the preceding week, ERIS is not required to submit a spreadsheet on the following Monday. ERIS shall e-mail the updated spreadsheet to FPS-SFM@ice.dhs.gov. ERIS may choose to submit one (1) corporate spreadsheet, one (1) spreadsheet per contract or one (1) spreadsheet per Region. ERIS is not authorized to modify this spreadsheet. These revised procedures are a change in transmission format only. Please be advised, contractors are still required to separately submit electronic certification information to the Contracting Officer Representative (COR) no later than the 7th day of each month.</p> <p>This modification shall be implemented at no additional cost or obligation to either party.</p> <p>All other terms and conditions remain the same.                      DO/DPAS Rating: NONE</p>				





<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Beth Arnold-Messick Philadelphia PA 19106		CODE OPO/FPS/EAST CCG/F
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ERIS SECURITY, INC. 17981 DUMFRIES SHOPPING CENTER DUMFRIES VA 220262387		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 6008561110000			9B. DATED (SEE ITEM 11)	
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEE3-08-A-00003	
			10B. DATED (SEE ITEM 13) 09/25/2008	

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: By mutual agreement of the parties
	D. OTHER (Specify type of modification and authority)

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

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

GSA Contract #: GS-07F-0363M

The following exhibit is hereby added to subject BPA:

ALTERNATE EXHIBIT 2E (FOR USE OF PERSONAL FIREARM)

1. The following firearms shall be used:

Caliber no less than .38 in a Revolver and/or 9MM in Semi-Automatic

Caliber no greater than .357 in a Revolver and/or .40 in a Semi-Automatic

Continued ...

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

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



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEE3-08-A-00003/P00019

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
ERIS SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. The following ammunition shall be used:</p> <p>9MM - 124 grain full metal jacket .38 +P ; 135 grain full metal jacket .40 ; 180 grain full metal jacket</p> <p>3. The following specifications shall apply:</p> <p>Revolvers and semi-automatics shall have a barrel length no less than 3.5 inches and no greater than 6 inches.</p> <p>There shall be no modifications to the trigger group of the firearm from a commercially available manufacturer's option.</p> <p>Each PSO shall have a holster and magazine pouch that will hold either 2 magazines (semi-automatic) or 2 speed loaders (revolver).</p> <p>Magazines (semi-automatic) shall hold a minimum of 10 rounds and not more than 17.</p> <p>4. The following additional requirements shall apply:</p> <p>Each firearm shall be inspected by a licensed gunsmith/ armorer prior to a PSO working a post with a personal firearm unless the firearm is purchased new.</p> <p>The vendor shall submit written verification to the CO and COTR that the firearms have been inspected by a licensed gunsmith/armorer.</p> <p>5. All other terms and conditions remain unchanged and in full force and effect. DO/DPAS Rating: NONE</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ERIS SECURITY, INC. 17981 DUMFRIES SHOPPING CENTER DUMFRIES VA 220262387		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6008561110000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.212-4(c) Contract Terms and Conditions - Commercial Items (OCT 2008)

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

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

GSA Contract #: GS-07F-0363M

1. The purpose of this modification is to make the changes specified below:

A. Remove Exhibit 2E in the Statement of Work and replace it with the attached Exhibit 2E.

B. Under section 15.2-2 of the Statement of Work, in the section entitled Firearms, ammunition, and less-than-lethal weapons, on page 38, remove the following:

Firearms shall be furnished by the vendor to equip each armed guard and supervisor with their own individually assigned firearm. Firearms shall be issued to each individual and not to the post(s) to which they are assigned. All weapons must be new (not used or Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) ANDREA J. GASK, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth H. Arnold-Messick
(b)(6)	(b)(6)
15C. DATE SIGNED 3/15/13	16C. DATE SIGNED 3/15/13