

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER 192112PFID3Z10897 PAGE OF 1 407
 2. CONTRACT NO. HSHQE5-13-D-00001 3. AWARD EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER HSHQE5-12-R-00011 6. SOLICITATION ISSUE DATE 09/28/2012

7. FOR SOLICITATION INFORMATION CALL: Laurie Anne Griffin (b)(6) 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE OPO/FPS/SPECT NPPD/FPS/Special Projects Team
 U.S. Dept. of Homeland Security
 Ofc. of Procurement Operations - FP
 701 Market Street, Suite (b)(6)
 Attn: Laurie Griffin
 Philadelphia PA 19106
 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS SOLE SOURCE
 NAICS: 561612
 SIZE STANDARD: \$19.00
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED Net 30
 SEE SCHEDULE 12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING
 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE 000000 16. ADMINISTERED BY CODE OPO/FPS/SPECIAL
 VARIOUS LOCATIONS
 NPPD/FPS/Special Projects Team
 U.S. Dept. of Homeland Security
 Ofc of Procurement Operations - FPS
 701 Market Street, Suite (b)(6)
 Attn: Laurie Griffin
 Philadelphia PA 19106

17a. CONTRACTOR/OFFEROR CODE 0738919210000 FACILITY CODE
 G4S GOVERNMENT SOLUTIONS INC
 Attn: G4S GOVERNMENT SOLUTIONS, INC.
 7121 FAIRWAY DRIVE, SUITE 301
 PALM BEACH GARDENS FL 334183766
 TELEPHONE NO. 561-472-3607
 18a. PAYMENT WILL BE MADE BY CODE NPPD-FPS-REGION
 DHS, NPPD
 Burlington Finance Center
 P.O. Box 1279
 Attn: NPPD-FPS-Region 05
 Williston VT 05495-1279

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 Indefinite-Delivery Indefinite-Quantity (IDIQ) contract is issued for Armed Protective Security Officer (PSO) Services throughout the state of Michigan in support of FPS Region 5. This award hereby incorporates by reference G4S Government Solutions, Inc.'s final proposal in response to solicitation No. HSHQC5-12-R-00011 with all amendments. A. This contract has a minimum guarantee of (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See schedule 28. 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 HEREIN. 29. AWARD OF CONTRACT REF. HSHQE5-12-R-0011 OFFER DATED 11/27/2012. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6)
 30c. DATE SIGNED 06/17/2013 Patricia R. Campbell DATE SIGNED 6/19/13

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>\$200,000.00 for basic PSO services which will be funded on subsequent task order issued concurrently hereunder.</p> <p>B. The performance periods and rates for this contract are documented in the schedule. Specific periods of performance and type of service will be identified on individual task orders issued hereunder. Accounting and appropriations data will be specified on individual task orders.</p> <p>C. The total contract ceiling amount for this award is \$94,335,580.00 or 2,337,500 hours, inclusive of all ordering periods.</p> <p>D. The following attached documents are hereby incorporated into the IDIQ:</p> <ol style="list-style-type: none"> 1. Statement of Work 2. Exhibits 3. Terms and Conditions 4. Collective Bargaining Agreements <ol style="list-style-type: none"> a. International Union, United Government Security Officers of America Local #206 b. International Union, United Government Security Officers of America Local #288 c. International Union, United Government Security Officers of America Local #289 <p>Continued ...</p>				

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42a. RECEIVED BY (*Print*) _____
 42b. RECEIVED AT (*Location*) _____
 42c. DATE REC'D (*YY/MM/DD*) _____ 42d. TOTAL CONTAINERS _____

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	d. International Union, United Government Security Officers of America Local #275 DO/DPAS Rating: NONE Period of Performance: 10/01/2013 to 03/31/2019 PSO BASIC SERVICES throughout the state of Michigan Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: See individual task order Funded: \$0.00 (b)(4) Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)	400000	HR	(b)(4)	0.00
0002	TAS for Base year throughout the state of Michigan Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: See individual task orders Funded: \$0.00 (b)(4) Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)	19000	HR		0.00
0003	Emergency Security Services throughout the state of Michigan Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: See individual task orders Funded: \$0.00 (b)(4) Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds) Indirect Burden Rate = (b)(4) or COOP	6000	HR		0.00
0004	Other Direct costs-COOP throughout the state of Michigan Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: See individual task orders Funded: \$0.00 Continued ...				0.00

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NAME OF OFFEROR OR CONTRACTOR

G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$120,000.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)				
1001	Option 1 Basic PSO Services throughout the state of Michigan Amount: (b)(4) Option Line Item) 10/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	400000	HR		0.00
1002	Option 1 TAS throughout the state of Michigan Amount: (b)(4) Option Line Item) 10/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	19000	HR		0.00
1003	Option 1 Emergency Security Services throughout the state of Michigan Amount: (b)(4) Option Line Item) 10/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	6000	HR		0.00
1004	Option 1 -Other Direct Costs-COOP throughout the state of Michigan Amount: \$120,000.00 (Option Line Item) 10/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b)(4)	0.00
2001	Option 2 Basic PSO Services throughout the state of Michigan Amount: (b)(4) Option Line Item) 10/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	400000	HR		0.00
2002	Option 2 TAS throughout the state of Michigan Amount: (b)(4) Option Line Item) 10/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	19000	HR		0.00
2003	Option 2- Emergency Security Services throughout the state of Michigan Amount: (b)(4) Option Line Item) 10/01/2015 Continued ...	6000	HR		0.00

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NAME OF OFFEROR OR CONTRACTOR

G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2004	Option 2-Other Direct Costs-COOP throughout the state of Michigan Amount: \$120,000.00 (Option Line Item) 10/01/2015				0.00
3001	Option 3- Basic PSO Services throughout the state of Michigan Amount: (b)(4) Option Line Item) 10/01/2016	400000	HR		0.00
3002	Option 3 TAS throughout the state of Michigan Amount: (b)(4) Option Line Item) 10/01/2016	19000	HR		0.00
3003	Option 3 Emergency Security Services throughout the state of Michigan Amount: (b)(4) Option Line Item) 10/01/2016	6000	HR	(b)(4)	0.00
3004	Option 3- Other Direct Costs-COOP throughout the state of Michigan Amount: \$120,000.00 (Option Line Item) 10/01/2016				0.00
4001	Option 4-Basic PSO Services throughout the state of Michigan Amount (b)(4) Option Line Item) 10/01/2017	400000	HR		0.00
4002	Option 4-TAS throughout the state of Michigan Amount: (b)(4) Option Line Item) 10/01/2017 Continued ...	19000	HR		0.00

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NAME OF OFFEROR OR CONTRACTOR

G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4003	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Option 4- Emergency Security Services throughout the state of Michigan Amount: (b)(4) Option Line Item 10/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	6000	HR	(b)(4)	0.00
4004	Option 4- Other Direct Costs-COOP throughout the state of Michigan Amount: \$120,000.00 (Option Line Item) 10/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
5001	Six Month Extension-Basic PSO Services throughout the state of Michigan Amount: (b)(4) Option Line Item 10/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	200000	HR		0.00
5002	Six Month Extension-TAS throughout the state of Michigan Amount: (b)(4) Option Line Item 10/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	9500	HR		0.00
5003	Six Month Extension-Emergency Security Services throughout the state of Michigan Amount: (b)(4) Option Line Item 10/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	3000	HR		0.00
5004	Six Month Extension- Other Direct Costs-COOP throughout the state of Michigan Amount: \$60,000.00 (Option Line Item) 10/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
	The total amount of award: \$94,335,580.00. The obligation for this award is shown in box 26.				

PRICING SCHEDULE

RFP No. HSHQE5-12-R-00011
 PSO Services throughout the State of MI
 Amendment 000002

Propose an hourly rate for providing Basic, Temporary Additional Services (TAS) and Emergency Security Services as described in the RFP. Offerors are advised to review Addendum to FAR 52.212-4 paragraph 04 "Prices", subparagraphs (c)(1) - (c)(3) for information relevant to pricing these services.

Total Evaluated Price - The total evaluated price shall consist of the sum of the following elements (quantities listed are for evaluation purposes only):

CLIN	DESCRIPTION	Hourly Rate	Maximum Hours	Extended Total
CLIN BASIC SERVICES - As defined at Addendum to FAR 52.212-4, paragraph 04 "Prices", subparagraph (C)(1)				
0001	Base Period	\$	400,000	\$
1001	Optional Ordering Period 1	\$	400,000	\$
2001	Optional Ordering Period 2	\$	400,000	\$
3001	Optional Ordering Period 3	\$	400,000	\$
4001	Optional Ordering Period 4	\$	400,000	\$
	6 Month Extension Period Pursuant to FAR 52.217-8.			
5001		\$	200,000	\$
	Total Basic Services		2,200,000	\$
CLIN TAS - As defined at Addendum to FAR 52.212-4, paragraph 04 "Prices", subparagraph (C)(2)				
0002	Base Period	\$	19,000	\$
1002	Optional Ordering Period 1	\$	19,000	\$
2002	Optional Ordering Period 2	\$	19,000	\$
3002	Optional Ordering Period 3	\$	19,000	\$
4002	Optional Ordering Period 4	\$	19,000	\$
	6 Month Extension Period Pursuant to FAR 52.217-8.	(b)(4)		(b)(4)
5002		\$	9,500	\$
	Total TAS Services		104,500	\$
CLIN EMERGENCY SECURITY SERVICES - As defined at Addendum to FAR 52.212-4, paragraph 04 "Prices", subparagraph (C)(3)				
0003	Base Period	\$	6,000	\$
1003	Optional Ordering Period 1	\$	6,000	\$
2003	Optional Ordering Period 2	\$	6,000	\$
3003	Optional Ordering Period 3	\$	6,000	\$
4003	Optional Ordering Period 4	\$	6,000	\$
	6 Month Extension Period Pursuant to FAR 52.217-8.			
5003		\$	3,000	\$
	Total Emergency Services		33,000	\$

Total Maximum Quantity of Hours 2,337,500

CLIN	OTHER DIRECT COSTS (ODCs) IN SUPPORT OF CONTINUITY OF OPERATIONS PLAN IMPLEMENTATION-As defined at Addendum to FAR 212-4, paragraph 04 "Prices" subparagraph (C)(4)	Quantity	LOT	Not To Exceed Amount
0004	Base Period	1	LOT	120,000
1004	Optional Ordering Period 1	1	LOT	120,000
2004	Optional Ordering Period 2	1	LOT	120,000
3004	Optional Ordering Period 3	1	LOT	120,000
4004	Optional Ordering Period 4	1	LOT	120,000
5004	6 Month Extension Period Pursuant to FAR 52.217-8.	1	LOT	60,000
	Total ODCs in Support of COOP			660,000

NOTE TO OFFERORS: The Government's estimated Other Direct Costs (ODCs) are inclusive of applicable indirect burden(s). Offerors shall separately identify such indirect rates for the proposed Base and optional ordering periods in the chart located under the section entitled "Price Proposal".

Total Evaluated Price \$ 94,335,580.00

STATEMENT OF WORK
Protective Security Force Service Requirements

Federal Protective Service
U.S. Department of Homeland Security

OCTOBER 2011

**Protective Security Force Service Requirements
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1 Introduction

1.1 General Information

1.1.1 This is a Statement of Work (SOW) for [Department of Homeland Security](#) (DHS), [Federal Protective Service](#) (FPS) to provide Protective Security Officer (PSO) services throughout

area of operations, as described in Post Exhibit 1. FPS considers

PSO positions equivalent to [Department of Labor](#) (DOL) labor category Guard

II. [Occupational Safety and Health Administration](#) (OSHA) considers PSO positions as First Responders Awareness Level ([CFR 1910.120\(q\)\(6\)\(i\)](#)).

1.1.2 Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, files and any other resources necessary to accomplish PSO services as described and required within this SOW and any revisions to SOW as specified in contract modifications.

1.1.3 Contractor shall work in coordination with FPS to execute requirements and meet standards identified within this contract.

1.1.4 Where Government identifies and references specific Solicitation/Contract Section numbers, that reference refers to that Section in its entirety, including every subsection having same number prefix. For example, a reference to requirements of this SOW under Section 6 includes all of Section 6 through last subsection identified with a prefix of "6".

1.1.5 References to United States citizenship and locations include those areas designated as territories and/or commonwealths.

1.2 Federal Protective Service

1.2.1 FPS is the law enforcement and security element for National Protection and Programs Directorate ([NPPD](#)). FPS is responsible for safeguarding federally owned and/or leased assets, while providing a secure environment for visitors and Federal agencies to conduct business.

1.2.2 PSOs perform an exceptionally crucial role in support of FPS missions and are typically the first contact for visitors within a Federal facility. In this exceedingly visible role, PSOs serve as a vital defense-in-depth measure. Security Force Contractors and their employees must realize the magnitude of their responsibility and continuously perform their duties in a courteous and professional manner, in full compliance with this SOW.

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1.3 Acronyms

This Solicitation/Contract contains numerous acronyms. Upon introduction of a new term, an acronym will appear in parentheses. Below is a list of acronyms that appear in this Solicitation/Contract:

AED	Automatic External Defibrillator
CFR	Code of Federal Regulations
CM	Contract Manager CO Contracting Officer
COOP	Continuity of Operations
COTR	Contracting Officer's Technical Representative
CPR	Cardiopulmonary Resuscitation
DHS	Department of Homeland Security
DOD	Department of Defense
DOE	Department of Energy
DOL	Department of Labor
DSS	Defense Security Service
EOD	Entry on Duty
e-QIP	electronic Questionnaires for Investigation Processing
e-Verify	employment eligibility Verification System
ESS	Emergency Security Services
FAR	Federal Acquisition Regulation
FMR	Federal Management Regulation
FOUO	For Official Use Only
FPS	Federal Protective Service
GED	General Equivalency Diploma
HSAR	Homeland Security Acquisition Regulation
ICE	Immigration and Customs Enforcement
LES	Law Enforcement Sensitive
OPM	Office of Personnel Management
OSHA	Occupational Safety and Health Administration NIOSH
National Institute for Occupational Safety and Health	NISPOM
National Industrial Security Program Operating Manual	NPPD
National Protection and Programs Directorate	
NRC	Nuclear Regulatory Commission
PIV	Personal Identity Verification
PSO	Protective Security Officer
PTS	Post Tracking System
SAMHSA	Substance Abuse and Mental Health Services Administration
SBU	Sensitive But Unclassified
SGIM	Security Guard Information Manual
SOW	Statement of Work
SSBI	Single Scope Background Investigation
SUPV	Supervisor

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1.4 Federal Management Regulations and Other Applicable Documents

1.4.1 Government regulations and FPS policies contain basic procedures for operation, maintenance, and protection of property. Contractor will use regulations and procedures outlined within this contract.

1.4.2 Contracting Officer (CO) will notify Contractor of new or revised regulations, directives, and/or requirements, when applicable, via contract modifications.

1.4.3 Contracting Officer's Technical Representative (COTR) shall furnish Post Desk Book, containing complete duty instructions for each post. Post Desk Book shall remain on Government property. Contractor and contract employees shall not reproduce, in any manner, any content of a Post Desk Book, unless specifically authorized in writing by COTR.

1.4.4 Contractor shall furnish a separate loose-leaf binder for each post, to maintain Contractor-related information/policies/directives.

1.4.5 Post Desk Book, Post Orders, Operational memorandums, directives, or other supplemental information may be identified and marked as; For Official Use Only (FOUO), Sensitive But Unclassified (SBU), and/or Law Enforcement Sensitive (LES), information. Contractor and contract employees shall safeguard this type of information appropriately and shall not disclose to individuals outside of PSO community.

1.4.6 [Federal Management Regulation](#) (FMR) 41 [Code of Federal Regulations](#) (CFR) 102-74 regulates allowable conduct of persons entering in or on property under charge and control of [General Services Administration](#). Placards citing [FMR 41 CFR 102-74](#) are posted at applicable locations.

1.5 Security Guard Information Manual (SGIM)

1.5.1 SGIM handbook contains information PSOs must read and be familiar with prior to assuming duties under this contract.

1.5.2 COTR shall provide Contractor one electronic copy of SGIM at post award meeting, held shortly after contract award.

1.5.3 Contractor shall be responsible for photocopying SGIM Handbook for PSOs, at no cost to Government.

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2 Contract Transition

2.1 Phase-In

2.1.1 A smooth and orderly transition between Contractors is necessary to assure minimum disruption to vital Contractor services and Government activities. Government will consider no less than a minimum of 90 days and no more than 180 days maximum for start up, from contract award date to performance start date.

2.1.2 If Contractor intends to recruit existing workforce, they shall not disrupt official Government business or interfere with assigned duties of current contract employees.

2.1.3 Contractor may announce assumption of services date, distribute business cards, employment applications, brochures, and other company information to current contract employees, if done so without interfering with assigned duties; (e.g., during “off hours” or during breaks or meal periods),

2.1.4 Contractor shall not interview, recruit, schedule interviews, or conduct extensive discussions with current contract employees while they are on duty.

2.1.5 Contractor shall provide weekly transition status report during transition period to address items specified in Section 3.2.

2.2 Phase-Out of Contract and Continuity of Services

2.2.1 Contractor shall provide a list of current contract employees with suitability and certification expiration dates, and employee seniority list, when requested by COTR.

2.2.2 Contractor shall provide personnel records, including but not limited to, training, medical, suitability, and security records to incoming-Contractor, at least 60 days prior to expiration of current contract.

2.2.3 Contractor noncompliance of Section 2.2.2, may negatively impact exit performance evaluation and FPS may withhold final payment until resolved.

2.3 Conferences and Meetings

2.3.1 Contractor will be required to attend a government-scheduled post award meeting after contract award, but prior to start of performance.

2.3.2 Contractor will participate in a post award meeting; this meeting will encompass an in-depth review of contract requirements and Contractor’s Transition Plan.

2.3.3 During performance of contract, CO, COTR, and Contractor will meet, at a minimum, annually to discuss and resolve relevant contract issues.

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2.3.4 Contractor will prepare written minutes for all meetings, to include signature blocks for Contractor and CO and provide written minutes within seven calendar days after meeting date. CO will maintain a copy of minutes in contract file.

2.3.5 Should Government not concur with minutes as prepared, Government will provide a written memorandum identifying areas for clarification and/or disagreement within seven calendar days after receipt of minutes. These memorandums will be attached to corresponding meeting minutes.

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3 Plans

3.1 General

3.1.1 Each plan submitted in accordance with Section 3, is subject to Government review, approval, and acceptance. Government reserves right to request revision(s) to submitted plan(s) if they do not adequately address and/or are not effective in meeting minimum contract requirements.

3.2 Transition Plan

3.2.1 Contractor shall provide a transition plan to CO and COTR within seven calendar days after contract award, and weekly status and progress reports detailing transition. At a minimum, Plan shall address:

3.2.1.1 Staffing

- Staffing Levels
- Process for transitioning predecessor employees (if applicable)
- Recruitment of new employees
- Strategy for providing post coverage during breaks and meal periods
- Reserve Force implementation
- Emergency Security Service (ESS) implementation
- Supervisory Plan implementation
- Key Personnel to include resumes and contact information
- Roles of management and administrative personnel
- Organizational chart

3.2.1.2 Communications

- Methods
- Protocols
- Equipment

3.2.1.3 Inventory & Equipment

- Maintenance
- Accountability
- Weapons
- Ammunition

3.2.1.4 Detailed Calendar

- Daily and weekly transition events throughout transition period
- Procurement timeline for equipment and uniforms

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3.2.1.5 Status & Progress Reports

- Applications
- Staffing
- Permits, Licenses, and Registrations
- Personnel clearances
- Transition events
- Equipment and uniform purchases

3.3 Training Plan

3.3.1 Contractor shall be responsible for providing CO and COTR a Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after contract award.

3.3.2 Plan shall address:

- Strategy for meeting training requirements, to include any assumptions made by Contractor for timely scheduling of Government-provided training
- Proposed Training and Qualifications Schedules
- Weapons transition training (if applicable)
- Locations
- Coordination with FPS
- Class staffing levels
- Sources of Third Party training
- Sources of training equipment

3.4 Quality Control Plan

3.4.1 Contractor shall provide CO and COTR a detailed Quality Control Plan within 15 calendar days after contract award.

3.4.2 Contractor's Quality Control Plan shall address:

- Type, level, and frequency of Contractor's Quality Control actions
- Inspection checklists
- Reward and incentive programs
- Discipline procedures
- Deficiencies reported to COTR
- Reports

3.5 Contingency and Continuity of Operations (COOP) Plan

3.5.1 Contractor shall provide CO and COTR a detailed COOP Plan within 15 calendar days after contract award.

3.5.2 COOP Plan shall identify provisions made for acquisition of personnel, resources, and/or supplies, if necessary, for continuity of Government-contracted operations, until resumption of normal operations.

3.5.3 COOP Plan must, at a minimum, address and identify:

- Identifying and tracking emergencies and pandemics
- Tracking impact of emergencies and pandemics on workforce
- Compliance with applicable OSHA regulations
- Realignment and augmentation of resources to ensure meeting of Contractual Requirements to Include:
 - Challenges associated with maintaining PSO services during an extended emergency event, such as a pandemic that may occur in repetitious waves
 - Any time lapse associated with initiation of acquisition of necessary personnel, resources, and/or supplies and their actual availability on site
 - Components, processes, and requirements for identification, training, and preparedness of contractor personnel who are capable of relocating to alternative facilities
 - Prioritization and deployment of a limited or dwindling workforce
 - Educating and protecting of workforce to minimize operational impacts
 - Acquisition, storage, and distribution of personal protective equipment
- Communication with workforce and Government, to include:
 - Any established alert and notification procedures for mobilizing identified “critical Contractor service personnel”
 - Approach for communicating expectations to employees regarding their roles and responsibilities during an emergency
 - Any associated changes needed to Contractor’s information technology infrastructure to support contract in an emergency

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4 Authority and Jurisdiction, Permits, Licenses, and Adherence to Laws

4.1 General Information

4.1.1 Contractor must obtain, renew, and possess required licenses and permits as specified under this contract and applicable federal, state, and/or local regulating agencies.

4.1.2 Contractor shall NOT seek Government assistance or interference in receipt of legally required licenses and permits.

4.1.3 Contractor shall furnish a legible copy of required licenses and permits and provide any revised licenses or permits, (excluding permits and licenses issued to individual contract employees) to COTR, prior to any PSO standing post and provide any revised licenses or permits during contract term.

4.1.4 Contractor shall NOT impede or impose on outgoing-Contractor, in place, licenses and permits. FPS will not recognize transition of existing licenses and permits to Contractor until commencement of post staffing.

4.1.5 Contractor must obtain required licenses and permits for company and/or contract employees prior to PSOs standing post; not completing these actions could result in adverse actions, to include Termination for Default or default as applicable.

4.1.6 Contractor must maintain valid licenses and permits throughout contract period; not completing these actions could result in adverse actions, including but not limited to, Termination for Default or default as applicable. FPS will consider PSOs standing post without valid licenses and permits as an "open" post.

4.1.7 CO, COTR, and other authorized Government personnel shall have express authority to examine, upon request, all licenses and permits at any time during contract period.

4.1.8 Contractor shall complete, certify, and maintain records (electronic/scanned or paper) that show names and issue dates for each contract employee having required licenses, permits, training, and certifications.

4.1.9 False statements, certification, or falsification of any documents required in this contract by Contractor, Contract Manager, or any contract employee shall be punishable under [U.S. Code Title 18, Chapter 47, Section 1001, Fraud and False Statements](#). Government may initiate investigations by its Office of Inspector General or 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 Government tolerate falsification of required documents.

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4.2 State and Local Requirements

4.2.1 Contractor shall obtain, possess and maintain state and/or local requirements, except where precluded by local law or ordinance, prior to commencement of work under this contract, to include:

4.2.1.1 Business and corporate licenses to operate as a commercial security service.

4.2.1.2 Official bond(s) and insurance, and pay any fees or costs involved or related to authorization for arming employees engaged in armed security officer services.

4.2.1.3 Licenses and permits for employees to be armed and have authority to detain person(s) suspected of committing crimes.

4.2.2 Contractor shall adhere to minimum age requirements set forth by Federal, state and/or local laws. If minimum age exceeds contract minimum age requirement of 21 years of age, Federal, state and/or local law shall take precedence over contract requirement.

4.3 Carriage of Licenses and Permits

4.3.1 PSOs shall carry original or photocopy of firearm licenses/permits on their person while traveling to/from duty station and on duty, when required by local or state law.

4.3.2 PSOs who do not have valid firearm license/permit in their possession or cannot produce one, when requested, shall be removed from post immediately. Contractor will be notified immediately and a request for remedy will be initiated. PSO may return to post once valid firearm licenses/permits are produced. Post will be considered "open" during period of non-compliance.

4.3.3 PSOs are authorized to travel to and from duty stations armed, with assigned duty weapon(s), unless prohibited by law.

4.4 Licensing Fees

4.4.1 Contractor must pay all costs and fees associated with applying for, receiving and maintaining permits and licenses throughout the contract, including payment of all costs and fees for contractor employees who are required by federal, state or local regulating agencies to individually apply for licenses/permits.

4.4.2 Where federal, state, or local regulating agencies require contract employees to individually apply and pay for licenses/permits, Contractor shall reimburse employees for all costs and fees associated with obtaining required licenses/permits.

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5 Qualifications of Personnel

5.1 General Information

5.1.1 Contractor shall ensure that no person who is an illegal or an undocumented alien is employed as a PSO under this contract.

5.1.2 To be eligible to perform under this contract, PSOs must meet following requirements:

5.1.2.1 Be a citizen of the United States of America, including U.S. territories and/or commonwealths. COTR may approve Lawful Permanent Residents who are currently members of U.S. armed services (Reserves or National Guard) or who possess an Honorable Discharge from a U.S. Military component.

5.1.2.2 Have been issued an approved Social Security Card by [Social Security Administration](#).

5.1.2.3 Received, at minimum, either a high school diploma or General Equivalency Diploma from an accredited institution recognized by U.S. [Department of Education](#).

5.1.2.4 Meet at least *one* experience/education levels listed below:

5.1.2.4.1 Three years of security experience within past five years

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

5.1.2.4.3 Successful completion of a state certified Law Enforcement Education and Training or Police Officer's Standard Training course

5.1.2.5 PSOs shall fluently speak, read, comprehend, and compose coherent written reports in English. Government may require PSOs to possess proficiency in a specific language for certain posts and will indicate this requirement in Post Exhibit (Exhibit 1).

5.1.2.6 PSOs must complete (sign/date) a Lautenberg Amendment Statement/Domestic Violence certification annually. [Lautenberg Amendment, 18 U.S.C. § 922\(g\) \(8\) and \(9\)](#).

5.2 Medical and Physical Qualifications

5.2.1 General Information

5.2.1.1 Contractor shall ensure PSOs working under this contract meet medical and physical requirements described in sections below.

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5.2.1.2 Contractor is responsible for ensuring PSOs are able to perform essential functions described in this SOW, with any reasonable accommodation. If PSO alleges he/she has a disability and requires reasonable accommodation to perform essential job functions, it is sole responsibility of Contractor to discuss reasonable accommodations with PSO and to decide what accommodation, if any, to provide at its own expense. COTR shall review all reasonable accommodation documentation to ensure completeness and compliance with contract.

5.2.1.3 Contractor, not Government, is responsible for complying with provisions of Americans with Disabilities Act of 1990 ([42 USC 12101-12213](#)), Rehabilitation Act of 1973 ([29 USC 790-794](#)), and applicable OSHA Occupational Safety and Health Standards ([29 CFR 1910](#)).

5.2.2 Medical Standards

5.2.2.1 Contractor shall require PSOs to undergo a pre-employment medical/physical examination and every three years thereafter. A licensed physician shall administer examinations and document results on Medical Questionnaire (Exhibit 7).

5.2.2.2 Contractor shall ensure a licensed physician fully and accurately completes Sections 2 and 3 of PSO Medical Questionnaire, as based on medical standards and essential job functions set forth under this contract. PSOs must meet health certification requirements listed in PSO Medical Questionnaire.

5.2.2.3 PSOs must meet following medical standards:

5.2.2.3.1 **Vision:** Applicant must have binocular vision and must not test less than 20/30 (Snellen). An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level is medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Number 2 or equivalent type and size letter at a distance of no less than 12 inches on a standard Jaeger chart. Applicant must have normal color vision.

5.2.2.3.2 **Hearing:** Applicant average hearing at 500, 1000, 2000, and 3000 Hertz (Hz) must be less than or equal to 25 decibels. Applicant hearing at 4000 and 5000 Hz must be less than or equal to 45 decibels. If there is a difference in hearing between applicant's ears (in excess of 15 decibels at 500-3000 Hz range or in excess of 30 decibels at 4000-5000 Hz range), Applicant must receive a test for sound localization. Applicant shall not have ear disorders affecting equilibrium. Applicant may use a hearing aid.

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

5.2.2.3.4 **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and an individual's safe and efficient job performance is a disqualifying factor. Applicant aerobic capacity is a minimum 9 MET or 31.5 ml/kg min VO₂ Max.

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5.2.2.3.5 Chest and Respiratory System: Individual must have a healthy respiratory system and receive an evaluation and clearance for use of disposable particulate respirators meeting [N95 standards](#) as established by National Institute for Occupational Safety and Health (NIOSH). Any disease or condition that interferes with respiratory function and an individual's safe and efficient job performance is a disqualifying factor.

5.2.2.3.6 Gastrointestinal System: Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and an individual's safe and efficient job performance is a disqualifying factor.

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

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

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

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

5.2.2.3.11 Neurological Systems: Any disease or condition that interferes with an individual's central or peripheral nervous system function and that is likely to adversely affect 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.

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

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

5.2.2.3.14 Medication: Individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with 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.

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

5.2.3 Physical Demands

5.2.3.1 PSOs must be physically able to perform tasks and/or functions listed below, in performance of assigned duties:

5.2.3.1.1 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 an individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind).

5.2.3.1.2 Frequent contact with general public, law enforcement, and dispatch center, requiring an ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).

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

5.2.3.1.4 Ability to remain alert for up to 12 hours, with 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.

5.2.3.1.5 Ability to use post security equipment (metal detectors, X-rays, CCTV); ability to use handcuffs, baton, and firearm at any time while on duty.

5.2.3.1.6 Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.

5.2.3.1.7 Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis (e.g., provide emergency First Aid or resuscitation while waiting for arrival of paramedics or other emergency personnel).

5.2.3.1.8 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.).

5.2.3.2 Contractor shall remove individuals deemed incapable of performing above tasks or functions from contract.

5.2.3.3 Contractor shall be responsible for encouraging and promoting employees assigned to this contract to maintain an ongoing and regular program of physical fitness, at no cost to Government.

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5.2.4 Initial and Recurring Screening for Illegal Drugs

5.2.4.1 PSOs must submit to urine drug screening as part of initial pre-employment process and during recurring medical examination, every three years.

5.2.4.2 Drug screenings shall conform to current 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"](#).

5.2.4.3 Contractor must use laboratories listed on SAMHSA's ["Current List of Laboratories Which Meet Minimum Standards to Engage in Urine Drug Testing for Federal Agencies"](#).

5.2.4.4 Contractor shall not permit an applicant/employee to take multiple tests in order to receive an acceptable reading.

5.2.4.5 Contractor shall perform random drug screenings of 10% of all PSOs assigned to this contract over a 12-month period.

5.2.4.6 Contractor shall immediately remove contract employee(s) from contract and immediately inform COTR and CO of results when a verified positive reading is received.

5.2.4.7 Contractor shall provide quarterly reports detailing frequency and results of random drug screenings to COTR on 10th day of January, April, July, and October.

5.2.4.8 Government will permanently disqualify any contract employee who undergoes either a random or Government-requested urine drug screening and receives a verified positive (meets or exceeds cutoff levels) for any substance(s) from working under this or any other FPS security force services contract.

5.2.5 Government-Requested Screening

5.2.5.1 CO and/or COTR may request urine drug screenings, in writing, to Contract Manager at any time. Drug screenings shall follow guidelines described in Section 5.2.4.

5.2.5.2 Contract Manager shall arrange for test as soon as possible, but no later than three working days.

5.2.5.3 Contract employee(s) identified for Government-requested urine drug screenings may continue working under contract until Contractor receives test results.

5.2.5.4 Contractor shall pay contract employee normal hourly rate/salary for time associated with screening.

5.2.5.5 Contractor will be required to submit a Request for Equitable Adjustment for reimbursement, if results of urine drug screening are negative.

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5.2.5.6 Contractor shall bear all expenses relating to test for employee(s) when a verified positive reading is received.

5.3 Suitability

5.3.1 Suitability Requirements

5.3.1.1 Personnel performing directly or indirectly on this contract may have a requirement to obtain a suitability determination conducted by Government.

5.3.1.2 Contractor is responsible for ensuring PSOs, Key Personnel, and any other company officers that visit work sites, receive formal suitability adjudication by FPS.

5.3.1.3 Contractor shall have PSOs and Key Personnel provide required information and documents to COTR within 10 calendar days after contract award and shall have all other personnel provide the required documentation as soon as practical.

5.3.1.4 Contractor personnel will not be able to perform under this contract until receiving a favorable suitability determination.

5.3.1.5 Contractor should plan paperwork submissions accordingly; standard processing time is generally 30 calendar days.

5.3.1.6 Government shall make all Contractor suitability determinations in accordance with criteria outlined in [5 CFR 731.202](#).

5.3.1.7 Contractor is responsible for renewing employees' suitability clearance prior to expiration.

5.3.1.8 Contractor must remove contract employee(s) upon expiration of suitability clearance, until such time an updated favorable suitability determination can be made by FPS.

5.3.1.9 Contractor shall submit suitability packages 45 to 60 days prior to current suitability expiration date.

5.3.1.10 Contractor must ensure forms submitted to FPS are complete, legible, and accurate. FPS will return illegible or incomplete forms submitted, which may result in delays of adjudication process.

5.3.1.11 FPS shall not be responsible for any delays which occur due to Contractor's inability to submit complete, accurate, and legible forms.

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5.3.1.12 Contractor shall use an electronic employment eligibility verification system (e-Verify) to verify employment eligibility of:

- Persons hired during contract term by Contractor, to perform employment duties within United States
- Persons assigned by Contractor, to perform work within United States on Federal contracts

5.3.1.13 Contractors shall use local, state, or Federal law enforcement sources to obtain readable fingerprints on appropriate fingerprint cards. Government encourages Contractor to use locations which use electronic fingerprint scanning machines.

5.3.1.14 CO shall have express authority to prohibit any employee from performing under contract until employee comes into full compliance with suitability criteria.

5.3.1.15 Contractor is responsible for all costs associated with obtaining and renewing suitability clearances for employee associated with this contract.

5.3.2 Suitability Determination

5.3.2.1 Once a prospective contract employee applies for a position and receives a favorable evaluation by Contractor (i.e., meets the minimum qualification requirements cited in this SOW and otherwise meets Contractor's hiring criteria), Contractor shall submit Government furnished forms for each contract employee to the COR:

- Contractor Information Worksheet
- Two completed original Forms FD-258, Fingerprint Chart
- DHS Form 11000-9, Disclosure and Authorization Pertaining to Consumer Reports pursuant to Fair Credit Reporting Act
- Foreign National Relatives or Associates Statement
- Lautenberg Amendment Statement
- Signed e-Verify Confirmation Notice
- *OF-306, Declaration for Federal Employment*
- Following forms via e-QIP:
 - Standard Form (SF) 85P, Questionnaire for Public Trust
 - Standard Form 85P-S, Supplemental Questionnaire for Selected Positions

5.3.2.2 Any investigation conducted by or for another federal agency on an individual that is of same or higher type and scope as one required for position is sufficient to meet investigation requirements if investigation occurred within past five years.

5.3.2.3 Any investigation conducted by or for another federal agency on an individual whose scope is less than that required for position and meets investigation requirements of position is eligible for upgrade if investigation occurred within past five years.

5.3.2.4 Contract employees cleared through this process while employed under a predecessor contract, suitability determination made under previous contract will carry over to new contract.

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5.3.2.5 Government may not be able to complete a satisfactory background investigation on individuals not residing in the United States for three of the past five years. In such cases, FPS retains right to deem individual(s) as ineligible due to insufficient background information.

5.3.2.6 FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability decisions for employees.

5.3.2.7 FPS may, as deems appropriate, authorize and grant a temporary suitability decision to contract employees.

5.3.2.8 Issuance of a temporary decision to any contract employee shall not be an assurance that FPS will grant full suitability.

5.3.2.9 Granting of either temporary or full suitability shall in no way prevent, preclude, or bar later withdrawal or termination of any such suitability by Government.

5.3.3 Entry on Duty Decision

5.3.3.1 FPS shall have and exercise full control over granting, denying, withholding, or terminating unescorted access to a Government facility and or sensitive Government information access for Contractor employees, based upon results of a background investigation.

5.3.3.2 FPS may, as deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. Favorable EOD decision would allow employees to commence work temporarily prior to completion of the full investigation.

5.3.3.3 Contractor shall not consider a granting of a favorable EOD decision as assurance that full employment suitability authorization will follow as a result thereof.

5.3.3.4 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 FPS, at any time during contract period.

5.3.3.5 Contractor shall not allow any contract employee unescorted access to a Government facility without a favorable EOD decision or suitability determination by FPS.

5.3.3.6 Contract employees not needing access to sensitive information or recurring access to Government facilities will not be subject to security suitability screening.

5.3.3.7 Contract employees awaiting an EOD decision may begin training for work, provided they do not access sensitive Government information.

5.3.3.8 Limited access to Government facilities is allowable prior to EOD decision, if a Government employee escorts contract employee. Limited access allows contractor employees to attend briefings, non-recurring meetings and begin transition work.

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5.3.4 Unfavorable Determination

5.3.4.1 FPS shall immediately advise Contractor that an employee cannot work under contract if found to be unsuitable. Contractor shall in turn immediately remove employee from contract.

5.3.4.2 Contract employee or Contractor may appeal suitability determination through CO. In such cases where Contractor proceeds with hiring process, Contractor assumes risk until Government issues a final suitability determination.

5.3.4.3 Contract employee who receives adverse determination notice shall not work under this or any FPS security force service contract; also applies to contract employees whose adverse adjudication is pending appeal.

5.3.4.4 Disqualifying information includes but is not limited to:

- 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

5.3.4.5 FPS will provide Contractor an opportunity to refute, explain, clarify, or mitigate adverse or derogatory information uncovered during the suitability process.

5.3.4.6 Individuals receiving an unfavorable determination will receive formal notification that details the reason(s) for the determination.

5.3.5 Favorable Determination

5.3.5.1 Contract employee is suitable to work security force service contracts for five years upon favorable determination; if nothing occurs within five-year period that would render employee unsuitable for continuing performance under contract.

5.4 Security Clearances

5.4.1 General Information

5.4.1.1 Government shall notify Contractor of required security classification of this contract and elements thereof, and of any subsequent revisions in such security classifications, by use of Contract Security Classification Specification ([DD Form 254](#)), or other written notification.

5.4.1.2 DHS determined that performance of this contract requires Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) to access sensitive DHS information and may require access to classified National Security Information (herein known as classified information) up to and including classification level Top Secret and Special Access Programs (SAP) not applicable.

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5.4.1.3 Contractor and/or contract employees, in addition to meeting FPS background suitability requirements, may require security clearance eligibility for this contract and task order(s).

5.4.1.4 Contract employees shall be subject to a background investigation prior to working on site, where requirements for such clearances exist. This requirement may also pertain to other employees, who for any reason may visit a work site(s) during contract period.

5.4.1.4.1 Any investigation conducted by or for another federal agency on a Contractor or individual that is of same or higher type and scope as one required for position is sufficient to meet investigation requirements prescribed in National Industrial Security Program Operating Manual ([NISPOM](#)).

5.4.1.4.2 Any investigation conducted by or for another federal agency on a Contractor or individual whose scope is less than that required for position and meets investigation requirements of position is eligible for upgrade in accordance with investigation requirements prescribed in NISPOM.

5.4.1.5 In all areas requiring a Department of Defense ([DOD](#)), Department of Energy ([DOE](#)), Nuclear Regulatory Commission ([NRC](#)), or other agency security clearance, Contractor shall comply with provisions of most currently available NISPOM and Security Agreement ([DD Form 441](#)).

5.4.1.5.1 NISPOM is available from Defense Security Service ([DSS](#)) or mail in a request for publication to Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X).

5.4.1.6 Personnel security clearances applications (forms) required for DoD security clearances are available through DSS; for DOE and for NRC.

5.4.2 Security Clearance Requirements

5.4.2.1 Contractor will abide by requirements set forth in DD Form 254, NISPOM and/or as directed by DSS for protection of classified information, if contract requires access to classified information. If Contractor fails to follow requirements above, this may result in revocation of clearance and Termination for Default.

5.4.2.2 Contractor and all applicable personnel shall receive clearances pursuant to Defense Industrial Security Regulations, or other applicable regulations.

5.4.2.3 Contract employees may not work at a classified post until a Visit Authorization Letter(s) or a final clearance from DOE, NRC, or other agency is received.

5.4.2.4 Contractor shall comply with applicable subsection as identified by CO .

5.4.2.4(a) Contractor must possess a facility clearance that is equal to level for work on this contract as specified in Section 5.4.1.2 prior to submission of proposal or quote.

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5.4.2.4(b) DHS may sponsor Contractor for a facility clearance, if contract performance requires access to classified information and Contractor selected for award does not possess a facility security clearance that is equal to level for work on this contract as specified in Section 5.4.1.2.

5.4.2.5 If Contractor does not maintain or receive a facility clearance prior to date by which PSOs are to stand post, Government may initiate proceedings for Termination for Default.

5.4.2.6 Contractor is responsible for all costs associated with obtaining and renewing applicable security clearances for each contract employee.

5.4.3 Determinations of Clearance for Individuals

5.4.3.1 Security clearance determination is a process separate and distinct from suitability determination. Employee must complete applicable forms in Section 5.3.2.1; exception [Standard Form \(SF\) 86](#), Questionnaire for National Security Positions must be completed in lieu of SF 85P or SF 85P-S.

5.4.3.2 Minimum investigative standards for access to Secret classified information will be a *Minimum Background Investigation (MBI)* check.

5.4.3.3 Minimum investigative standard for access to Top Secret classified information will be a Single Scope Background Investigation (SSBI).

5.4.3.4 Contractor shall only submit security packages on prospective employees whose integrity, credit, and character will meet security suitability requirements of DHS.

5.4.3.5 Government may not be able to complete a satisfactory background investigation on applicants/employees not residing in United States for three of the past five years. In such cases, DHS retains right to deem an applicant/employee as ineligible due to insufficient background information.

5.4.4 Interim Personnel Clearance Level

5.4.4.1 Government may grant interim SECRET clearance eligibility as appropriate, provided there is no evidence of adverse information of material significance.

5.4.4.2 Non-United States citizens are not eligible for access to classified information on an interim basis.

5.4.4.3 DHS will not accept interim TOP SECRET clearances.

5.4.5 Denied Clearances

5.4.5.1 Individuals who receive notice of denied clearance eligibility will receive formal notification that detail reason(s) for determination.

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5.4.5.2 COTR will advise Contractor that an employee shall not work under this contract at those locations which require a security clearance.

5.4.5.3 Government shall provide contract employee and/or Contractor an opportunity to refute, explain, clarify, or mitigate adverse or derogatory information uncovered during investigation.

5.4.5.4 Contract employee or Contractor may appeal denied clearance determination to DSS.

5.4.5.5 If Contractor proceeds with hiring process, Contractor assumes risk until Government issues final determination of employee's clearance eligibility determination.

5.4.6 Issued Clearances

5.4.6.1 Contractor shall notify COTR, in writing via a Visit Authorization Request, within five calendar days of receipt of authorization for employees eligible for assignment to classified areas.

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6 Training

6.1 General Information

6.1.1 COTR has discretion to accept or deny proposed exemptions for previous training and/or certifications obtained under another FPS contract. Previous training and certification documentation and/or credentials must be valid and meet requirements of this contract to be considered.

6.1.2 Contractor may proceed with Contractor-provided training at their own risk while awaiting results of suitability adjudication process.

6.1.3 Contractor may schedule required Government-provided training, testing, and qualification with FPS during waiting period.

6.1.4 Contractor shall provide training for primary and any additional or Less-Than-Lethal weapons used under scope of contract.

6.1.5 Contractor shall provide each PSO a legible, securely bound copy of SGIM at beginning of basic training course.

6.1.6 Required training syllabi are listed in SOW Exhibits.

6.1.7 Contractor is responsible for all related costs incurred by PSOs while attending contract mandated training, test, or examination, to include; expenses for transportation, lodging, and meals (if applicable).

6.1.7.1 PSOs who are required to attend training and/or testing to maintain current certification, to include weapons transition training, shall receive compensation in accordance with applicable Service Contract Act ([SCA](#)), DOL prevailing wage determination, or collective bargaining agreement.

6.1.7.2 For pay purposes, Government considers time spent by certified PSOs in training and testing as equivalent of time spent standing post.

6.1.7.3 Contractor shall apply payment requirements of Fair Labor Standards Act ([FLSA](#)) for pre-certification training provided by Contractor.

6.1.8 During Contractor-provided training, Contractor must ensure PSOs are not disruptive to others (i.e. repeated lateness, absences, or disrespectful behavior). Such behavior indicates a student may not be suitable for a PSO or supervisory position.

6.1.9 During Government-provided training, if applicable, Instructors will notify Contractor of disruptive behavior and advise such behavior may result in removal from training.

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6.2 Training Schedule

6.2.1 Contractor shall provide a monthly training schedule to COTR by 10th day of each month, one month in advance of scheduled training.

6.2.2 Contractor shall notify COTR of any changes to previously scheduled Training and Qualifications sessions, minimum of 10 calendar days before date of training.

6.2.3 Contractor is responsible for scheduling and coordinating with FPS for Government-provided training, examinations, and/or weapons qualifications.

6.3 Training Certifications

6.3.1 Contractor shall certify completion of training requirements in accordance with Section 7.2.

6.3.2 Contractor shall maintain copies (paper or electronic) of required training and/or certifications in its personnel files. Contractor, upon request and/or without advance notice, shall provide copies to CO or COTR anytime during normal business hours.

6.4 Training Requirements by Position

6.4.1 Protective Security Officers

6.4.1.1 Complete required training as outlined in SOW Exhibits.

6.4.1.2 Required training includes both, recurring and “one-time only” courses. If completed successfully, one-time only courses are not required to be repeated during contract period. One-time only courses are:

- Contractor-Provided Basic Training (Exhibit 4B)
- Contractor-Provided Initial Weapon Training and Qualifications (Exhibit 4C)
- Government-Provided Orientation Training (Exhibit 4G)
- Government-Administered Written Exam (Section 6.5)

6.4.1.3 Complete 40 hours of Contractor-provided Refresher Training (Exhibit 4E) within three years of basic training or previous refresher training conclusion date.

6.4.2 Supervisory PSOs

6.4.2.1 Complete training and testing requirements established under Section 6.4.1.

6.5 Written Examination

6.5.1 Contractor must schedule Government-administered written examination upon completion of basic training and favorable pre-employment suitability of a PSO.

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6.5.1.1 Examination has 50 multiple-choice questions, taken directly from SGIM, and will test a PSOs familiarity with and understanding of duties and requirements.

6.5.1.2 Passing score is 70% (must correctly answer 35 of 50 questions).

6.5.2 If a PSO does not pass examination on first attempt, PSO may have one additional attempt within 90 days from initial test date.

6.5.2.1 If a PSO does not obtain a passing score on second attempt, employee must wait one year to retrain and retake examination.

6.5.2.2 If a PSO does not pass examination on first attempt, but waits longer than 90 days to retake examination, PSO must wait one year to retrain and retake examination.

6.5.2.3 PSOs shall not work under any FPS contract during one-year waiting period. After one-year waiting period, Contractor shall consider PSO a new hire.

6.6 Weapons Training and Qualification

6.6.1 General Information

6.6.1.1 PSOs must achieve a qualifying score for each weapon platform associated with this contract and/or specific post requirement prior to working post.

6.6.1.2 Contractor must coordinate with COTR to ensure FPS representatives are in attendance to witness PSO firearms qualifications to be considered valid.

6.6.1.3 PSO will not be exempt from semi-annual range qualification requirements, even though prior successful training was completed.

6.6.1.4 Contractor shall use current Immigration and Customs Enforcement ([ICE](#)) targets only, unless prohibited by state or local law. Targets shall have a cardboard backing of equal or greater size than target itself. If target is non-turning, Contractor shall use a shot timer.

6.6.1.5 Contractor shall provide weapons, ammunition, and any other range equipment such as barricades, hearing and eye protection, etc., required for training and qualifications.

6.6.1.6 Contractor and PSOs must adhere to rules and regulations at firing ranges and other training facilities.

6.6.1.7 Contractor shall be responsible for licenses and permits required for weapons during transit between dispatch point and range.

6.6.1.8 PSOs shall wear complete duty uniform for firearm training and qualification, to include, issued body armor, duty belt and equipment.

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6.6.2 Initial Firearms Training

6.6.2.1 Contractor is responsible for providing PSOs with a minimum of 32 hours of firearms training prior to initial qualification. A minimum of eight hours will be dedicated classroom training and (for handgun) a minimum of 24 hours, excluding associated down time, will be dedicated live fire training.

6.6.2.2 Previous firearms training and qualification may be accepted if verified and applicable to requirements outlined in this contract.

6.6.3 Initial and Semi-Annual Firearms Qualification

6.6.3.1 PSOs must qualify using duty ammunition.

6.6.3.2 Each firearms qualification “session” consists of no more than two attempts to qualify. If unsuccessful on first qualification attempt, second attempt must occur immediately after. A qualifying score is 80% or better (Exhibit 4C).

6.6.3.3 Contractor shall ensure PSOs receive necessary firearms training and/or range time to successfully re-qualify during semi-annual requirement

6.6.4 Transitional Weapon/Weapon Platform Change

6.6.4.1 Contractor shall complete Transitional Weapon and Weapon Platform Change training in accordance with Exhibit 4C.

6.6.4.2 PSO must have a current qualification to complete Transitional Weapon or Weapon Platform Training/Qualification. If PSO does not have current qualification, PSO must complete training and qualification in accordance with 6.6.2.1.

6.6.5 Non-Qualification Requirements

6.6.5.1 If PSO does not qualify during first session, PSO must attempt a second qualification session within 30 days.

6.6.5.2 Contractor is responsible for determining PSO training needs and must provide a minimum of eight hours of remedial training, prior to second qualification session.

6.6.5.3 Contractor shall document remedial training conducted in PSOs personnel file.

6.6.5.4 If PSO does not qualify during second qualification session, Contractor must provide a minimum of eight hours of remedial training prior to each session (two attempts) at qualification by PSO.

6.6.5.5 Government shall not be liable for compensating a Contractor for any additional expenses or costs incurred by Contractor to maintain PSOs semi-annual weapons qualification.

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6.6.6 Initial and Refresher Less-Than-Lethal Weapons Training

6.6.6.1 Contractor shall conduct annual refresher training for any less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stuns weapons, etc.), equipment, or devices required under this contract.

6.6.6.2 Contractor is responsible for providing training and certification as specified by manufacturers' recommendations and/or any state or local requirements that may apply to use or carriage of less-than-lethal weapons.

6.7 Government-Provided Training

6.7.1 Scheduling of Government-Provided Training and Testing

6.7.1.1 Contractor shall schedule and coordinate Government-provided training and testing with COTR. Government will only schedule this training after contract award.

6.7.1.2 Contractor shall ensure PSOs attend scheduled training, examination, and qualification sessions. Term 'absence' includes any person properly scheduled for training/testing and who fails to report to appointed place, at proper time, and date. An absence may be excused or unexcused.

6.7.1.3 FPS Training Instructors shall compile a list of PSOs who have an unexcused absence for each day of training and will forward this list to COTR.

6.7.2 Orientation Training

6.7.2.1 PSOs must receive FPS Orientation Training before standing post.

6.7.3 Screener Training

6.7.3.1 PSOs must complete Screener Training and pass a Government-administered examination.

6.7.3.2 If PSO does not pass examination on first attempt, PSO may have one additional attempt within 30 days from date of first attempt to pass examination.

6.7.3.3 If PSO is unsuccessful after second attempt, PSO must wait one year to re-train and re-take examination.

6.7.3.4 If PSO does not pass examination on first attempt, but waits longer than 90 days to re-attempt examination, PSO must wait one year to re-train and re-take examination.

6.7.3.5 PSO shall not work under any FPS contract during one year waiting period.

6.7.3.6 After one year waiting period, Contractor shall consider PSO a new hire.

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6.8 First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED) Training

6.8.1 PSOs must maintain a valid/current certification for First Aid/CPR/AED, from American Red Cross ([ARC](#)) or American Heart Association ([AHA](#)).

6.8.2 Training and certification must include a full-course curriculum for adult, youth, and infant modules, conducted by certified instructors, in accordance with ARC or AHA guidelines.

6.8.3 Government requires CPR/AED course(s) to provide practical application exercises (hands-on training).

6.8.4 Contractor is responsible for scheduling, obtaining, and covering all associated costs.

6.8.5 PSOs must possess, on their person while on duty, a valid/current (original or photocopy) First Aid/CPR/AED certification card from ARC or AHA.

6.9 Other Special Training

6.9.1 Contractor is responsible for providing any training required by state or local jurisdictions pertaining to PSO duties and functions required in this contract. Contractor shall factor all associated costs into its offering prices.

6.9.2 Government reserves right to order additional, unanticipated, “special training” under this contract which may be Government or Contractor provided.

6.9.2.1 Government will immediately notify Contractor and identify additional, unanticipated “special training” requirements.

6.9.2.2 Any requests for equitable adjustment, if any, arising from additional special training shall be provided to CO for consideration. Any such requests shall include total amount of adjustment and a supporting price breakdown which details how Contractor calculated adjustment and any assumptions by Contractor.

6.9.2.3 Government will evaluate requests for equitable adjustment. Adjustment(s) are subject to negotiation to ensure they are fair and reasonable.

6.9.2.4 For pay purposes, Government considers time spent by certified PSOs in additional “special training” as equivalent of time spent standing post.

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7 Documentation Requirements

7.1 File Creation

7.1.1 Contractor shall use an FPS provided spreadsheet template to transmit electronic Contractor and PSO information. This template requires the Contractor to have access to and use of Microsoft Excel (2003 or more recent version) application.

7.2 Electronic Certifications

7.2.1 Contractor shall complete and certify PSO certifications as directed by COTR or FPS designated personnel, using FPS approved spreadsheet,.

7.2.2 Contractor shall submit PSO certifications via e-mail to COTR, no later than seventh day of each month, or as directed by COTR.

7.2.3 FPS shall not reimburse Contractor for services rendered by a PSO lacking appropriate licenses, permits, training, and certifications.

7.3 Personnel Filing System

7.3.1 Organization of Files

7.3.1.1 Contractor shall maintain personnel files for employees who work under this contract. These files shall reside in Contractor Manager's office and be made available to Government immediately upon request.

7.3.1.2 Contractor must maintain legible, paper or computerized system (electronic/scanned) files containing training, certification, licensing, and permit information required in SOW.

7.3.1.3 Contractor shall maintain files for a minimum of five years after contract closeout, upon receipt of official contract closeout modification.

7.3.1.4 Contractor shall organize PSO personnel files in the following order:

- a. DHS 11000-6, *Non-Disclosure Agreement*
- b. Photograph (current)
- c. National Security Information Clearance Letter
- d. Driver's License/State Identification
- e. Proof of Education (High School Diploma or GED)
- f. Suitability Decision Letters (including date current suitability expires)
- g. Verified Alien/Immigration Status (I-9 or e-Verify certificate)
- h. Lautenberg Amendment/Domestic Violence Statement (annual)
- i. Medical Certification¹
- j. Mandatory Pre-Employment Drug Screening

¹ Contractor may file medical information separately from general personnel files to ensure privacy of the individuals

- k. Post-Employment Drug Screenings
- l. CPR Certification
- m. AED Certification
- n. First Aid Certification
- o. Contractor-Provided Initial Weapons Training and Qualification
- p. State Weapons Permit and Renewal
- q. State Security Officers Certification and Renewal
- r. Local Permits and Renewals
- s. Contractor-Provided Baton Certification
- t. Contractor-Provided OC Spray Certification
- u. Contactor-Provided Basic Training
- v. Contractor-Provided Refresher Training
- w. Government-Provided Orientation Training
- x. Government-Provided Screener Training
- y. Firearms Qualifications Witnessed by FPS employee
- z. Copies of Complaints, Investigations, and Disciplinary Actions for all Infractions Committed Under Contract
- aa. Copies of Commendations, Awards, and Letters for Any Work Performed

7.3.2 Audit of Personnel Files

7.3.2.1 CO, COTR, or FPS Representative shall have express authority to review contract employee personnel file and/or request documentation which clearly identifies overall status of contract employees, at any time during contract period.

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8 Waivers and Deferments

8.1 General Information

8.1.1 CO, in agreement with COTR, may temporarily defer proposed timelines for required training, testing, or equipment cited in this contract, when circumstances, such as emergencies or significant, unanticipated increases in required services occur.

8.1.2 PSOs will not work under a temporary deferment without written consent from CO and deferment request shall not exceed 120 calendar days.

8.1.3 Contractor shall request such deferments in writing to CO and cite specific reasons for temporary deferment.

8.1.4 Contractor shall provide a detailed plan of action, including timelines, to achieve full compliance with contract requirements in writing to CO.

8.1.5 If CO grants a temporary deferment, Contractor shall abide by proposed timeline. Upon expiration of temporary deferment and if training/testing requirements have not been met, PSOs will be removed from working on contract.

8.1.6 Government may be entitled to consideration, monetary or otherwise for granted deferments.

8.2 Medical Standards

8.2.1 Government shall not grant any waivers or deferments of medical standards.

8.3 Testing Procedures

8.3.1 Government shall not grant waivers to testing procedures.

8.4 Adjudication and Clearance Requirements

8.4.1 Government shall not grant waivers or deferments to adjudication and clearance requirements.

8.5 Permanent Waivers

8.5.1 Government shall not issue permanent waivers to any requirements.

9 Required Services

9.1 Order of Precedence

9.1.1 PSOs shall perform services as prescribed in documents below; if there are any inconsistencies between documents, following order of precedence applies:

- Contract (including any associated task orders)
- Post Orders
- Post Desk Book (including FPS Operating Orders, Standard Operating Procedures, and Facility Occupant Emergency Plan)
- Security Guard Information Manual (SGIM)

9.2 Post Orders

9.2.1 PSOs shall perform tasks in accordance with duties outlined in Post Orders.

9.2.2 PSOs shall not deviate from directions provided by Post Orders, except in emergencies or as directed by COTR.

9.2.3 COTR may modify, amend, and/or revise Post Orders to change; shift duties, start and stop times, and post locations, provided change is within scope of contract and has no impact on contract cost and does not require modification to task order or contract.

9.2.4 CO is only authorized government agent that can increase or decrease amount of equipment and/or supplies required, or otherwise change contract's cost or price.

9.2.5 CO will direct changes through a written modification to contract or task order.

9.2.6 Contractor may be financially liable for accepting or implementing changes by anyone other than CO; therefore, Contractor shall be responsible for verifying with CO whether Contractor should provide any requested changes pending issuance of a contract or task order modification.

9.3 Typical Duties

9.3.1 PSOs will perform a variety of security-related duties, depending on type of posts assigned and must be thoroughly familiar with Post Orders and Officer's Duty Book of assigned posts.

9.3.2 PSOs will monitor and observe facility occupants and visitors for compliance with Federal Management Regulations, Facility Management, ([41 CFR 102-74](#)) and facility's posted rules and regulations.

9.3.3 PSOs shall identify, report, delay, or detain persons who violate rules and regulations, as appropriate and in accordance with Post Orders.

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9.3.4 PSOs shall report incidents in accordance with established procedures.

9.3.5 Off-going PSOs shall provide a brief summary to on-coming PSOs of recent, continuing, or anticipated events and occurrences for assigned post.

9.3.6 PSOs shall be responsible for maintaining logs, reports, and files of incidents and occurrences encountered during tour of duty.

9.3.7 PSOs will perform duties in a professional manner, responsible for observing surrounding environment, and, when necessary, questioning those persons whose activities arouse suspicion.

9.3.8 PSOs shall be knowledgeable of location and use of: first aid kits, fire extinguishers, AEDs, fire alarms, emergency exits, and duress alarms (if any) and ready, willing, and able to use as necessary and required by Post Orders.

9.3.9 PSOs shall be familiar with each tenant Agency and location within facility, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information upon inquiry.

9.3.10 PSO shall not provide more than 12 hours of combined service on any one or multiple contracts administered by FPS, in any 24 hour period. Exception to rule: *There must be an eight hour non-duty period between work periods or granted an exception by COTR.*

9.4 Access Control Posts

9.4.1 Purpose of access control is to allow only authorized individuals, vehicles, and items, as defined by facility policy and post orders, to pass into controlled areas.

9.4.2 PSOs shall control individuals attempting to gain access to facility by verifying identification.

9.4.3 PSOs shall control vehicular access to a facility by verifying identification.

9.4.4 PSOs shall control delivery access to facility by verifying identification, bill of lading, manifest, and cargo.

9.5 Visitor Processing Posts

9.5.1 PSOs shall process visitors 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 subject to screening.

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9.6 Screening Posts

9.6.1 PSOs shall operate screening post as directed by Post Orders, or COTR, in event of an emergency or elevated security posture.

9.6.2 PSOs may conduct inspections using automated technology; by manual tactile techniques, such as touching and feeling, or by visual surveillance.

9.6.3 PSOs will conduct and record performance tests of equipment as directed in Post Orders.

9.6.4 PSOs shall deny admittance to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.

9.7 Patrol & Response Posts

9.7.1 PSOs shall conduct patrols in accordance with routes and schedules established in Post Orders or as directed by COTR.

9.7.2 PSOs shall observe, detect, respond to and report on potential or actual security violations.

9.7.3 Roving patrol security officers will serve as first responder (awareness level) to security alarms and emergencies occurring within area of assignment.

9.8 Control Center Operations

9.8.1 PSOs assigned to Control Center Operations posts serve as point-of-contact for non-emergency and emergency communications and information, as well as operate and monitor security and safety systems.

9.9 Traffic Control

9.9.1 PSOs will direct traffic (vehicular and pedestrian), control parking, issue traffic courtesy violation notices, and examine surroundings for suspicious vehicles or persons, when required by post orders or direction of COTR.

9.9.2 PSOs may identify, delay, and detain suspicious person(s), as necessary to maintain a level of security sufficient to ensure safety and protection of personnel, property, and resources.

9.10 Receipt, Use and Safeguarding of Keys

9.10.1 PSOs will be responsible for receiving and utilizing keys and access control devices (i.e., "key cards," lock combinations) required for duty.

9.10.2 PSOs shall consider keys and access control devices as sensitive assets and safeguard and secure as directed by Post Orders.

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9.10.3 Keys and access control devices are Government property and shall be returned to issuing agency at contract termination or when no longer needed for performance of contract.

9.10.4 PSOs shall not remove keys and access control devices from facility premises unless specifically authorized by COTR.

9.10.5 Contractor shall immediately report missing, lost, unusable, and/or stolen keys or access control devices to COTR.

9.11 Security and Safety Systems

9.11.1 PSOs shall monitor and operate facility 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 facility equipment located on or near post, in accordance with Post Orders.

9.11.2 When an alarm sounds, PSOs shall immediately report and record an incident as required by Post Orders.

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

9.11.4 PSOs shall immediately notify a supervisor, COTR, and FPS [MegaCenter](#) if any systems under their control malfunction, fail completely, or otherwise need maintenance.

9.11.5 PSOs, during emergencies, may have a requirement to perform simple emergency-related functions as prescribed in Post Orders; i.e. activate/deactivate facility systems, to include heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches.

9.12 Rules and Regulations Governing Conduct on Federal Property

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

9.13 Physical Security, Law, and Order

9.13.1 PSOs shall maintain physical security, law and order as prescribed by statute, regulation, and Post Orders.

9.13.2 PSOs are responsible for detecting, delaying, and/or detaining, persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

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9.14 Hazardous Conditions

9.14.1 PSOs shall immediately report, in accordance with Post Orders, potentially hazardous conditions and items in need of repair; i.e. inoperative lights, locks, security hardware, leaky faucets, toilet stoppages, broken/slippery floor surfaces, blocked emergency routes/exits.

9.14.2 PSOs must remain vigilant in order to observe, report, and provide emergency response to a variety of hazards and activate alarms, notify appropriate authorities, and control access to hazardous zones from a remote area or safe distance.

9.15 Response to Injury or Illness

9.15.1 PSOs shall summon assistance in accordance with Post Orders, in case of injury or illness to any person on federal property.

9.16 Additional Duties

9.16.1 PSOs shall turn off unnecessary lights, secure safes, repositories, cabinets, windows, doors, gates and other facility access points, and perform any other additional duties as prescribed in Post Orders.

9.16.2 PSOs will not perform duties ordinarily conducted by janitors, facility maintenance staff, delivery persons, receiving officials, or mechanics.

9.16.3 PSOs are not required or expected to provide any facility systems services, except very basic functions as prescribed in Post Orders.

9.17 Reports, Records, and Testimony

9.17.1 PSOs shall immediately report potential or actual serious incidents to MegaCenter before responding, if situation allows. If PSO is unable to report to MegaCenter immediately, PSO shall report incident when situation allows. COTR shall be briefed after incident has terminated.

9.17.2 PSOs shall prepare and maintain required reports in accordance with Post Orders.

9.17.3 Contractor shall retrieve DHS Form 3155, *Offense and Incident Report*, and Prohibited Items reports from each post and submit these reports for previous week to COTR every Monday by 10:00 a.m. or as otherwise directed by COTR.

9.17.4 PSOs shall coordinate with COTR when required to testify in judicial proceedings on behalf of Government; these proceedings take priority over other Contractor-scheduled duties.

9.17.4.1 PSOs required to make a court appearance shall receive remuneration from Contractor at same hourly rate earned while on duty, and in turn, Government shall remunerate Contractor in the event Contractor submits a request for equitable adjustment.

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9.17.4.2 Contractor may submit a request for equitable adjustment for actual hours a PSO spent at court (including transit times from duty station to court), whether or not PSO testified.

9.17.4.3 PSOs scheduled to testify on behalf of Government shall wear duty uniform, without weapons/firearms, unless instructed otherwise by COTR,

9.17.4.4 Contractor shall ensure post is covered, if PSO testifying on behalf of Government is scheduled for duty.

9.18 Civil Disturbances

9.18.1 PSOs shall perform other functions, as directed, at government facilities or grounds which may be necessary during situations, such as civil disturbances or other criminal acts, which could adversely affect security and/or safety of government employees, property, and general public.

9.19 Emergencies

9.19.1 In case of an emergency condition requiring immediate attention, Contractor's on-site supervisor or lead PSO shall take action at direction of or in coordination with COTR, to appropriately secure posts in accordance with Post Orders and divert uniformed personnel from their normal assigned duties to meet condition and summon appropriate assistance as required in Occupant Emergency Plan.

9.19.2 Contractor shall immediately notify Designated Government Official or Prime Tenant Agency, in accordance with Post Orders, of action taken and shall immediately contact FPS MegaCenter to report same information.

9.19.3 There shall be no additional cost charged to Government for diversion, and there shall be no penalty to Contractor for normal daily work not completed and otherwise scheduled. PSOs shall report incidents of this nature in accordance with procedures outlined in Post Desk Book. Upon resolution of situation, contract employees should return to their assigned posts and duties.

9.20 Primary Security Responses

9.20.1 PSOs may have to act independently as primary security response until law enforcement assistance arrives.

9.21 Protective Security Officer Post Arrival & Departure

9.21.1 FPS utilizes a Post Tracking System (PTS) as an electronic validation of post staffing. PSOs will check-in/out of PTS upon arriving at/departing from a designated post, using an assigned personal identification number and post identification number, as reflected in Post Orders. Government will provide Contractor with necessary personal identification numbers after receiving certification and testing data for employee.

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9.21.2 PSOs providing relief will check-in/out of PTS at each post relieved as directed by Post Orders, using an assigned personal identification number and post identification number, as reflected in Post Orders.

9.21.3 PSOs working TAS/ESS posts will check-in/out of PTS upon arriving at/departing from a designated post, using an assigned personal identification number and post identification number, as reflected in Post Orders.

9.21.4 PSOs must check-in to PTS within 10 minutes of scheduled post start time or PTS will alert, post is open, and Contractor will not be paid for any time when a post is in “open” status.

9.21.5 If PSO checks-in to PTS later than scheduled post start time, Contractor will only receive payment for actual time PSO spent on post.

9.21.6 If PSO checks-in to PTS and FPS determines a PSO does not have appropriate qualifications, post will be considered “open.” Contractor will not receive payment for “open” post hours.

9.21.7 Contractor will provide COTR a detailed memorandum of explanation to any invoice discrepancies between hours billed and PTS records. (*Note: Receipt of a memorandum of explanation does not guarantee that FPS will accept an explanation or issue credit for payment purposes.*)

9.21.8 Government will reconcile Contractor’s monthly invoice with monthly reports generated from PTS data for payment purposes.

9.22 Use of DHS Form 139

9.22.1 Government will accept use of DHS Form 139 under following conditions:

- COTR or CO determines PTS service is permanently unavailable
- COTR or CO determines PTS is temporarily unavailable
- COTR or CO determines an unforeseen circumstance beyond control of Contractor or Government precludes use of PTS.

9.22.2 Contractor’s employees shall sign-in using their personal identification number and name when reporting for/leaving work and shall sign/out using DHS Form 139.

9.22.2.1 PSOs who patrol between facilities will sign in/out at each facility visited as directed by Post Orders. Government shall specify on-site registration points and Contractor must use those points for this purpose.

9.22.2.2 Contract employees working on Temporary Additional Services (TAS)/ ESS posts will record “TAS/ ESS” in “Post” column. Relief PSOs shall sign in/out at each post visited as directed by Post Orders.

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9.22.2.3 Contract employees must complete each successively lower line on DHS Form 139 in chronological order without exception; leaving no lines blank among signatures in any period and using no more than one line to enter a calendar date for separating individual workdays.

9.22.2.4 Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and Contractor will not receive credit for payment purposes. If errors in signatures, times, post numbers, or duty status occur on DHS Form 139, contract employee should draw a single line through entire line on which such mistakes appear and use next line immediately below (or following on subsequent sheets) to record information in a correct manner.

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

9.22.3 If Contractor uses DHS Form 139 (Record of Time of Arrival/Departure from Facility), Contractor will retrieve forms from each post and submit reports for previous week to COTR every Monday by 10:00 am or as otherwise directed by COTR.

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10 Conduct of Contractor Personnel

10.1 General Information

10.1.1 Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and imposing disciplinary action when necessary, up to and including removal at its own discretion or by direction of CO.

10.1.2 Government reserves right and prerogative to deny and/or restrict facility and information access or to direct removal from contract of any contract employee whom:

10.1.2.1 Government determines contract employee presents a risk of compromising sensitive Government information to which he or she would have access to under this contract.

10.1.2.2 Engages in serious misconduct, to include, but not limited to dishonest and untrustworthy behavior.

10.1.2.3 Solicits or receives gifts based upon position

10.1.2.4 Engages in personal use of government property.

10.1.2.5 Uses government property or non-public information for private gain.

10.1.2.6 Engages in political or private fundraising while on duty.

10.1.2.7 Promotes or endorses political candidate or agenda while on duty.

10.1.3 Government shall not be responsible for any additional costs borne by Contractor in connection with removed personnel.

10.2 Reporting Adverse Information

10.2.1 General Information

10.2.1.1 Contractor will report, to COTR, any adverse information that may impact employment, performance, or suitability of an employee within 12 hours.

10.2.1.2 Contractor shall not make reports based on rumor or innuendo. Subsequent termination of employment of an employee does not eliminate requirement to submit a report. Report shall include employees' name, social security number, and descriptive narrative regarding adverse information.

10.2.1.3 If an employee has a disqualifying event under Lautenberg requirement, Contractor shall immediately remove individual from PSO position and notify COTR.

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10.2.2 Notification of Arrest

10.2.2.1 PSOs and Key Personnel shall notify Contractor within 12 hours of arrest. Failure to notify may result in a request for removal from this contract.

10.2.2.2 Contractor will notify COTR within 12 hours of employee's notification of arrest to Contractor.

10.3 Government Directed Removal of Contractor Employees

10.3.1 CO will provide written, specific reasons for removal of an employee to Contractor.

10.3.2 COTR may recommend to CO, to direct Contractor, to remove an employee under following circumstances:

10.3.2.1 Not maintaining satisfactory performance in accordance with contract

10.3.2.2 Found unfit for performing security duties during tour of duty

10.3.2.3 Misuse, willful damage, or willful destruction of Government property

10.3.2.4 Disqualification for employment/performance suitability or other security reasons

10.3.2.5 Arrest or Failure to make Notification of Arrest

10.3.3 Contractor may dispute directed removal in writing, within seven days of notification. CO will make a final determination and provide a written response to Contractor.

10.4 Contract Employee Reinstatements

10.4.1 When Government takes action that may impact suitability or work fitness status of a contract employee, Contractor may appeal decision to FPS via submission of appeal to CO.

10.4.2 Contractor may appeal to a supervisory level above CO.

10.4.3 Contractor will receive a written appeal decision with a brief explanation of decision to uphold or reverse COs decision.

10.4.4 While appeal is under consideration, employee shall not work under this Contract.

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11. Key Personnel

11.1 General Information

11.1.1 Under this contract, Government designates positions of Contract Manager, Supervisors, and Training Instructors as “key personnel”. Contractor shall submit Key Personnel Resumes as part of Transition Plan. Resumes shall clearly detail individual’s qualifications.

11.1.2 CO and COTR must approve proposed Key Personnel prior to assignment under this contract. Contractor shall not replace any Key Personnel without submitting a Key Personnel Resume to CO for approval. CO and COTR have a right to request replacement of key personnel when deemed necessary.

11.1.3 Contractor shall provide to CO and COTR, name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of “Key Personnel” by date of first post-award meeting.

11.2 Contract Manager

11.2.1 Contract Manager (CM) position requires a minimum of five years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in 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.

11.2.2 CM must have a bachelor’s degree in any field of study or have substantial and credible law enforcement, military or business management experience, which demonstrates individual’s capacity to effectively manage a security force and contract/task order equivalent to scope, magnitude, and complexity as described in this SOW.

11.2.3 CM shall have complete authority to act for Contractor during term of contract. CM shall have authority to accept notices of deductions, inspection reports, and correspondence on behalf of Contractor.

11.2.4 CM will have overall responsibility for implementing, monitoring, and upgrading Contractor’s quality control plan and is responsible for ensuring Contractor’s work force complies with contract requirements.

11.2.5 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 deficiencies. After normal duty hours or on weekends and holidays, CM shall be available within two hours.

11.2.6 Under no circumstances, shall uniformed employees performing productive or supervisory hours under terms of contract/task order or any other security force contract/task order administered by FPS, perform CM duties.

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11.3 Supervisor

11.3.1 Supervisor(s) shall have a background with a minimum of two years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security force service).

11.3.2 If an employee lacks experience, listed above, and is selected for a supervisory position, Contractor, by written request, shall provided evidence of similar leadership experience. Acceptance of evidence shall be at discretion of COTR. Under no circumstances, shall Supervisors perform productive hours while working in a supervisory capacity.

11.3.3 Contractor shall maintain no less than the amount of supervision described in the Management Approach aspect of their proposal. If at any time after award, Contractor determines additional supervision beyond initial proposal is necessary to address performance issues, Contractor shall provide such additional supervision at no additional cost to Government.

11.4 Training Instructor

11.4.1 Training Instructor(s) shall have a background with a minimum of two years of successful experience in training experience (civilian community law enforcement, military service law enforcement, or commercial/industrial security force service).

11.4.2 Contractor may propose, by written request, an employee for a training instructor position who lacks above experience, provided Contractor offers evidence of similar training experience. Acceptance of such an alternative shall be at discretion of CO.

11.4.3 Training Instructor shall possess appropriate certifications to perform First Aid, CPR, AED, and firearms instructions. Training Instructors for First Aid, CPR, and AED must have an Instructor certification from ARC or AHA.

11.5 Other Than Key Personnel

11.5.1 Corporate Security Officer

11.5.1.1 Contractor shall appoint an individual to perform as Corporate Security Officer. Though not designated as “key personnel” this position serves as an integral point of contact and will interface with DHS Security Office, through COTR, on security related matters.

11.5.1.2 Requirements listed under section 11.1 for “key personnel” do not apply to Corporate Security Officer.

12 Operations

12.1 Work Site

12.1.1 Schedule

12.1.1.1 Contractor shall be responsible for scheduling work and notifying PSOs of work schedules, in a manner consistent with effective contract management. Contractor shall furnish a copy of most current schedule to Government when requested by CO or COTR,

12.1.2 Breaks

12.1.2.1 Contractor shall provide breaks and/or meal periods in accordance with minimum state requirements and/or applicable Collective Bargaining Agreements. Exhibit 1 specifies which posts require a PSO relief provision.

12.2 Compliance

12.2.1 Contractor is responsible for compliance with workplace regulations, including, but not limited to OSHA regulations.

12.3 Labor Category

12.3.1 Contractor may only utilize DOL Category Guard II Security Officers to perform services under this contract.

12.4 Contract Effort Required

12.4.1 Productive Hours

12.4.1.1 SOW Exhibit 1 provides basis for estimated quantities of PSO coverage included under this contract. SOW Exhibit which reflects current recurring coverage, in described areas, is for estimating purposes only. Each task order will be issued with actual requirements and will set forth a ceiling price in the Schedule.

12.4.2 Reserve Security Force

12.4.2.1 Contractor shall maintain an on-call reserve force (e.g. basic, temporary additional services) at all times; staffing and resources must be sufficient to perform required services, to including, out-of-service training, employee leave status, and COOP activation.

12.4.2.2 Reserve PSOs shall meet minimum qualification standards before working any post.

12.4.3 Emergency Security Services

12.4.3.1 Contractor shall furnish properly qualified PSOs, management, supervision, and equipment and supplies for sustained emergency surge security force services; i.e. natural disasters, civil disturbances, or other unanticipated events.

12.4.3.2 Hourly rate for emergency PSO services shall be inclusive of all costs (e.g. travel costs, per diem, lodging, mileage, and vehicles) directly related to or incidental to providing service at locations specified by Government when ordered. There will be no “phase-in” period for these requirements.

12.4.3.3 Requirements ordered under emergency force service CLIN(s) will be for no more than 120 days of service.

12.4.3.4 Government shall notify Contractor within 30 days prior to expiration of emergency force service task order. If long-term requirements are needed, those posts/locations shall be calculated at basic hourly rates for fixed posts/facilities, as specified in contract.

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13 Government-Provided Property

13.1 General Information

13.1.1 Contractor shall use and/or operate Government–provided property in a responsible manner. Contractor is solely responsible for care and accountability of Government-provided equipment in accordance with terms and conditions of this Contract.

13.1.2 Contractor shall return all Government–provided property to COTR, to include identification, equipment, or access materials when; property is no longer necessary for contract performance, expired, employee termination/resignation, or at direction of COTR within five calendar days of any event listed above.

13.1.3 Contractor will return any Tenant-provided property to issuing agency, to include identification, equipment, or access material when; property is no longer necessary for contract performance, expired, employee termination/resignation, or at direction of COTR within five calendar days of any event listed above.

13.2 Use of Government Property

13.2.1 Contractor shall use Government property for official Government business only, in performance of this contract. Contractor and contract employees shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor.

13.2.2 Contractor shall reimburse Government for expenses associated with misuse or abuse of Government furnished property or equipment by contract employees.

13.3 Accountability of Government Property

13.3.1 Property furnished by Government under this contract shall remain Government property. Upon termination or conclusion of contract, Contractor shall render an accounting of such property that has come into their possession during contract period. Contractor will acknowledge receipt of Government-issued property on a Government property receipt form (Exhibit 2E).

13.3.2 If any Government issued (DHS, FPS, or tenant agency) identification, equipment, or access materials are not available to for return, Contractor must submit a report to COTR, referencing any control number, name of individual to whom issued, last known location and disposition of item.

13.3.3 Government shall repair or replace any Government-provided property that incurs damage or loss from improper use or negligence by contract employees. Government shall deduct cost of such repairs or replacement from Contractor’s invoice. Contractor shall remunerate Government for expenses associated with misuse of telephones or other Government furnished office equipment by contract employees.

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13.3.4 Unless otherwise specified, Government is responsible for repair and maintenance of Government-provided property.

13.3.5 Contractor is responsible for timely reporting, as identified herein, to COTR of any property deficiencies or losses. Contractor shall identify loss or damage to Government-provided property to COTR as soon as possible, but no later than 24 hours after discovery by Contractor.

13.3.6 Contractor shall provide COTR with an inventory of Government-provided property no later than 10th day of January, April, July, and October. Inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment. Inventory reports shall be in writing, using a Government form (Exhibit 2B) or format approved by COTR.

13.4 Safeguarding Government Property

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

13.4.2 Work under this contract may require contract employees to have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to Government, other private parties performing, or seeking to perform work for Government.

13.4.3 No contract employee shall have authorization to read, photocopy, remove, or otherwise appropriate such information for personal use or disclose such information to third parties unless specifically authorized in writing by CO. Violations of this policy may result in contractual actions up to and including Termination for Default or default, as applicable, and/or removal of contractor employee.

13.4.4 Government may pursue any available contractual or legal remedies for the unauthorized use of information and/or property to include prosecution under the law.

13.5 HSPD-12 Personal Identity Verification (PIV) Cards

13.5.1 PSOs working under contracts, with a period of performance of 6-months or longer, will be required to complete PIV card process.

13.5.2 PIV Cards are valid for three years from date issue, unless lost, surrendered, or revoked.

13.5.3 Valid PIV cards previously issued to PSO, by a DHS component, will be accepted. PIV cards issued by a non-DHS component will not be recognized by DHS and PSOs must complete PIV card process.

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13.5.4 Contractor shall follow procedures contained in Exhibit 9E, Government Provided Property HSPD-12 Personal Identity Verification (PIV) Card Employee Application Process, to obtain a PIV card for each contract employee (prime and subcontracted).

13.5.5 In instances where an employee requires a new PIV card, due to a name change, Contractor shall contact COTR and Region Suitability Office to initiate action. Employee will be required to provide legal documentation showing official name change.

13.5.6 CO shall have express authority to demand return of PIV card for any contract employee who does not maintain contract compliance, qualification, and/or certification standards.

13.5.7 Contractor shall follow established procedures for reporting lost/stolen PIV cards, in accordance with section 13.3.5

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14 Contractor-Provided Property

14.1 General Information

14.1.1 Contractor shall furnish and maintain uniform and equipment items in a condition acceptable to Government.

14.1.2 Contractor is solely responsible for quality and performance of Contractor-provided equipment.

14.1.3 Contractor shall provide COTR an inventory of Contractor-Provided Property on an annual basis by January 10 of each contract year. Inventory shall include Contractor furnished equipment, uniforms, and non-expendable supplementary equipment.

14.1.4 Contractor may have a requirement to furnish some or all types of equipment described herein. Current requirements for such equipment are set forth within related SOW Exhibits. If no current requirements exist, Government may modify contract at any time to incorporate emerging requirements.

14.2 Communications Equipment

14.2.1 Contractor shall obtain applicable permits in accordance with Federal Regulations for operation of such radio equipment. Contractor shall provide a copy of such permits to COTR prior to utilization of designated frequencies. Government may identify radio frequencies for use by Contractor.

14.2.2 Contractor must ensure useful availability of Contractor furnished communications equipment on a continuous basis. Contractor shall immediately provide fully operational substitute communications equipment when primary equipment is temporarily inoperable.

14.3 Vehicles

14.3.1 Contractor shall obtain applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for operation of vehicles.

14.3.2 All costs for operation and maintenance of vehicle(s), including license and insurance fees, shall be borne by Contractor.

14.4 Firearms, Ammunition, and Less-Than-Lethal Weapons

14.4.1 Contractor shall obtain applicable permits, licenses, and registrations in accordance with Federal, state, and local laws for acquisition, carriage, and use of firearms, ammunition, and less-than-lethal weapons.

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

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14.4.3 Contractor shall provide applicable accessories such as clearing barrels, trigger locks, gun lockers, cleaning products, etc.

14.4.4 Modifications to firearm mechanisms must comply with manufacturer's specifications and requirements.

14.4.5 Contractor must acquire ammunition from a commercial source.

14.4.6 Exhibit 8C specifies amount and type of ammunition, including additional rounds for contingency. For those contracts storing weapons on site, Contractor shall store and secure additional ammunition on-site, periodically rotating old duty ammunition with new ammunition. (Terms of solicitation will expressly state if weapons can be stored on Government site. If terms do not explicitly provide for on site storage, such storage will not be available).

14.4.7 Contractor shall maintain documentation for each firearm; documentation will include, at a minimum; make, model, caliber, and serial number.

14.4.8 Contractor will provided a copy of firearm inventory to COTR prior to contract performance date and shall keep list current; any change to firearm inventory must be forwarded to COTR within one week of change.

14.4.9 PSOs shall inspect firearm for serviceability prior too each tour of duty and must arm with three magazines or speed loaders, at full capacity, in a duty-ready manner (magazine in weapon/round in chamber).

14.5 Personal Protective Equipment (PPE)

14.5.1 Contractor is responsible for ensuring protections of workforce are in accordance with [29 CFR 1910.120](#).

14.5.2 Contractor shall furnish, stock, distribute, and sustain PPE as identified and required (Exhibit 8D) to reduce risks associated with environmental hazards, natural and synthetic toxins, bio-medical hazards, etc.

14.5.3 Contractor shall follow OSHA standards for respiratory protection including [Appendix D to 29 C.F.R. § 1910.134](#). FPS will require Contractor to medically evaluate and clear contract PSOs for use of respirators, at least every three years, in accordance with [29 CFR 1910.134](#). Contractor is responsible for employee fit testing, at such time a public health authority declares use of respirators to be mandatory.

14.5.4 PSOs shall wear all required PPE in performance of their duties when doing so complies with existing facility protocol; federal, state, or local public health authority recommendation related to type of duty performed; or locale in which PSO is performing; or when expressly authorized to do so by CO or COTR.

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14.5.5 Government may provide Contractor with quantities of some or all items as specified in Exhibit 9C; when, where, and if available. Contractor shall not rely on possible Government provisions to meet requirements.

14.6 Uniforms and Grooming

14.6.1 PSO uniforms shall be of a style in general use by large security force organizations. Government reserves right to review uniform components. PSOs shall wear same color and style of uniform and maintain a professional and neat appearance at all times.

14.6.2 PSOs shall comply with standards for wear and care of uniform items in accordance with SGIM.

14.6.3 PSOs shall wear PIV card on outermost uniform garment or as otherwise directed by COTR.

14.6.4 Contractors shall grant reasonable accommodations to religious practices of PSOs, without regard to religious preferences; as long as religious practices do not affect PSOs ability to perform required tasks or a significant safety risk. COTR shall review reasonable accommodation documentation to ensure completeness and contract compliance.

14.6.4.1 Accommodations shall be consistent with legal and Constitutional standards and essential mission requirements. Accommodated religious practice shall not suggest government endorsement of any particular faith, shall not reasonably appear to propagate an individual's faith, shall not significantly undermine public's confidence in FPS, shall not create a significant safety risk to PSOs or public, and shall not conflict with mission-essential job task requirements.

14.6.4.2 PSOs may carry/wear objects of religious significance when their faith requires, provided it is done so discreetly (i.e. under uniform whenever possible) and does not interfere with uniform wear and function.

14.6.4.3 Religious headgear shall be consistent with duty uniform colors and shall be no larger than required by an individual's religious requirements. PSOs may have a requirement for religious headgear to bear an insignia and other distinctive uniform markings for ease identification during an emergency.

14.6.4.4 Contractors will grant reasonable accommodations to grooming standards such as haircut and shaving standards.

14.6.4.5 PSOs receiving an accommodation shall maintain as neat and professional an appearance as religious requirements permit. Whenever possible, PSOs will wear hair, in excess of regulation length, under a uniform hat or appropriate religious headgear. PSOs shall neatly comb facial hair exceeding regulation length.

14.7 Supplementary Equipment

14.7.1 Contractor is responsible for furnishing supplementary equipment identified in Exhibit 8B. PSOs shall not possess unauthorized supplemental or personal equipment (e.g., equipment not issued by Contractor or required by this contract). CO may direct removal of PSOs, if found in possession of unauthorized equipment while on post.

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15 Quality Control, Quality Assurance, and Performance Evaluations

15.1 Quality Control

15.1.1 Contractor Quality Control Monitors shall conduct inspections in accordance with Quality Control Plan. Inspections shall be as frequent and necessary to ensure effective performance. Contractor may perform more inspections than listed and required in Quality Control Plan.

15.1.2 Quality Control Monitors shall not serve as PSOs working under this Contract.

15.1.3 Quality Control Monitors shall prepare Quality Control Inspection Reports. Reports shall remain on file with Contractor during entire contract period and made available to Government upon request.

15.1.4 Contractor shall provide quarterly reports detailing results of Quality Control Inspections to COTR. Reports should be received no later than 10th day of January, April, July, and October.

15.1.5 Contractor shall brief COTR within 24 hours of any deficiencies noted during an inspection and actions taken or planned to correct a deficiency.

15.1.6 Contractor is required, solely at its expense, to have sufficient quality controls which may ultimately be in excess of what Contractor identified in its proposal. If Contractor's performance indicates a need for additional quality control measures, CO and COTR will meet with Contractor to discuss performance, Quality Control Plan, and any other areas of concern.

15.2 Quality Assurance

15.2.1 Government shall use methods deemed necessary to ensure Contractor and contract employees are following terms of contract. These methods may include, but are not limited to, the following:

- Audits of records
- Audits of security and administrative procedures
- Uniformed or undercover surveillance by FPS staff
- Intrusion tests by undercover FPS staff to evaluate security force's actions
- Surveys of facility tenants regarding PSO performance, to include, but not limited to, professionalism, courtesy, and knowledge of their assigned duties

15.2.2 Training and qualifying sessions sponsored or provided by Contractor shall be subject to observation by CO, COTR, or any FPS personnel without advance notice. Purpose of such observation is to ensure Contractor is providing quality training and meeting training requirements defined in this contract.

15.2.3 If Government identifies a breach of assigned duties by contract employee(s) during oversight activities, CO and/or COTR shall contact Contractor to discuss findings and steps needed to correct an issue(s).

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15.2.4 Government may take appropriate contractual remedies where Contractor does not render services in accordance with provisions of this contract.

15.3 Performance Evaluations

15.3.1 CO and/or COTR shall meet with Contractor (either in person or via teleconference) on a regular basis, but not less than annually, to discuss results of Government and Contractor quality control findings and overall performance.

15.3.2 COTR, via CO, may request Contractor to take additional steps to improve both, overall performance and adherence to submitted plans, in accordance with Section 3 (Transition, Training, Quality Control, and COOP Plans).

15.3.3 Contractors non-adherence to submitted plans may reflect negatively during annual performance evaluation and/or result in Government taking other contractual remedies.

15.3.4 Government shall formally evaluate, in writing, Contractor's performance *at least* once per year. When possible, Government should provide Contractor an opportunity to correct minor deficiencies, prior to completing performance evaluation.

15.3.5 Contractor shall have an opportunity to respond, in writing, to performance evaluations. Contractor response must be received within 30 days of receipt of performance evaluation.

15.3.6 CO shall file both, performance evaluation and Contractor's response, if applicable, within contract file.

15.3.7 If Contractor does not respond, in writing, to a performance evaluation, CO shall presume Contractor's complete concurrence with performance evaluation findings.

15.3.8 CO shall complete a memorandum for record identifying Contractors non-response and file with applicable performance evaluation.

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

16 Deliverables

	Item²	Due on or by³	Section Reference
1	Transition Plan	7 calendar days after award	3.2
2	Training Plan	10 calendar days after award	3.3
3	Key Personnel Suitability Packages	10 calendar days after award	5.3.1.3
4	Quality Control Plan	15 calendar days after award	3.4
5	Contingency & Continuity of Operations Plan	15 calendar days after award	3.5
6	Transition Status Reports	Weekly; Monday by 10:00 am; until all action items closed	2.1.5 and/or 3.2
7	Business & Corporate Licenses	Prior to PSOs standing post	4
8	Certification Information	7 calendar days after completion of certification requirement	7.2
9	Training & Qualification Schedule	10 th day of each month, provided one month in advance	6.2
10	DHS 139	Weekly; Monday by 10:00 am	9.22

² All items due to Government unless otherwise noted.

³ All times are local time zone for COTR

11	Memorandum of invoice discrepancies	Weekly, Monday by 10:00 am	9.21.7
12	DHS 3155s (Offense and Incident Report)	Weekly; Monday by 10:00 am	9.17
13	Prohibited Items Reports	Weekly; Monday by 10:00 am	9.17
14	Quarterly Drug Screening Report	By 10 th day of January, April, July, October	5.2.4
15	Quarterly Inventory Report of Contractor Property	By 10 th day of January, April, July, October	14.1.3
16	Quarterly Inventory Report of Government Property	By 10 th day of January, April, July, October	13.3.6
17	Quarterly Quality Control Inspection Report	By 10 th day of January, April, July, October	15.1.4
18	Notification/Reporting of Adverse Information	Within 12 hours of any event requiring notification/reporting of adverse information	10.2
19	Deficiencies noted during Quality Control Inspections	Within 24 hours of any deficiencies noted during inspection.	15.1.5
20	Arrest Notifications	Within 12 hours of any event requiring notification/reporting of adverse information	10.2.2
21	Government-Provided Property	Within 5 calendar days of any event listed in paragraph 13.1.2.	13.1.2

22	Tennant-Provided Property	Within 5 calendar days of any event listed in paragraph 13.1.3.	13.1.3
23	Training, Medical, Suitability, Security and Personnel Records to Incoming Contractor	45 calendar days prior to end of performance period	2.2.2
24	Post Operations Log	Upon Request	9.3.6
25	Meeting Minutes	Within 7 calendar days after meeting date.	2.3.4
26.	Contractor and PSO Data Information	Weekly: Monday by COB (Submission required only if changes to contractor and PSO data occurred during the preceding week).	7.1.1

List of Exhibits

EXHIBIT	SOW REF.	TITLE	PAGE
1		Post Exhibit	
2		List of Required Forms	
2A	5.3.2.1	Contractor Information Worksheet	
2B	13.3.6	Inventory of Government Provided Equipment	
2C	11.1.1	Key Personnel Resume	
2D	5.1.2.6	Lautenberg Statement	
2E	13.3.1	Receipt for Government Property	
2F	9.22.3	Record of Time of Arrival and Departure from Building	
2G	7.2.1.4	Non-Disclosure Agreement	
2H	9.17.3	DHS Form 3155, Offense/Incident Report	
2I	Exhibit 9E	DHS Form 11000-14, Identification Access Control Card Request	—
2J	Exhibit 9E	DHS Form 11000-27, Federal Emergency Response Official Designation Request	—
3A	7.2.1	Contractor's Certification of Basic Training	
3B	6.3.1	Contractor's Certification of Initial and Transitional-Platform Firearms and Less-Than-Lethal Weapons Training	—
3C	6.3.1	Contractor's Certification of Government-Provided Training	
3D	6.3.1	Contractor's Certification of Refresher Training	
3E	6.3.1	Contractor's Certification of Weapons Refresher Training	
4	6.4	Required Training	
4A	6.2	Contractor's Training Schedule and Plan	
4B	6.4.1.2	Contractor-Provided Basic Training	
4C	6.6.2	Contractor-Provided Initial and Transitional-Platform Firearms and Less-Than-Lethal Weapons Training and Qualifications	—
4D	6.6.5	Contractor-Provided Annual Weapons Refresher Training and Qualification	—
4E	6.4.1.3	Contractor-Provided Refresher Training	
4F	6.7.2	Government-Provided Orientation Training	
4G	6.7.3	Government-Provided Screener Training	
5			
6	9.21	Post Tracking System Instructions	
7	5.2	Medical Questionnaire/Physical Abilities Test Manual	
8A	14.6	Contractor-Provided Uniform Items	
8B	14.7	Contractor-Provided Supplementary Equipment	
8C	14.4	Contractor-Provided Firearms and Ammunition	
8D	14.5	Contractor-Provided Personal Protective Equipment	

EXHIBIT	SOW REF.	TITLE	PAGE
8E	14.2	Contractor-Provided Communications Equipment	
8F	14.3	Contractor-Provided Vehicles	
9A	13	Government-Provided Uniform Items	
9B	13	Government-Provided Supplementary Equipment	
9C	13	Government-Provided Personal Protective Equipment	
9D	13	Government-Provided Communications Equipment	
9E	13	Government-Provided HSPD-12 Personal Identification Verification (PIV) Card	—
9F	13	Form I-9 List of Acceptable Documents	
10	1.4.6	Federal Management Regulations Subpart C, <i>Conduct on Federal Property</i> (41 CFR 102-74)	—

Exhibit 2

List of Required Forms

Form	SOW Reference	Form Title	Location
	5.3.2.1	Contractor Information Worksheet	Exhibit 2A
	5.3.2.1	e-Verify Confirmation Notice	e-Qip
	5.3.2.1	Foreign National Relatives or Associates Statement	e-Qip
	13.3.6	Inventory of Government Provided Equipment	Exhibit 2B
	11.1.1	Key Personnel Resume	Exhibit 2C
	5.1.4	Lautenberg Amendment Statement	e-Qip Exhibit 2D
	5.2.2.1	Medical Questionnaire/Physical Abilities Test Administrator's Manual	Exhibit 7
	13.3.1	Receipt for Government Property	Exhibit 2E
	9.2	Security Post Assignment Record (Post Orders)	On Post
OF-306	5.3.2.1	Declaration for Federal Employment	Provided by Government
DD 254	5.4.1.1	Security Requirements Checklist	Provided by Government
DD 441	5.4.1.5	Security Agreement	Provided by Government
DHS 139	9.22.3	Record of Time of Arrival and Departure from Building	Exhibit 2F
DHS 11000-6	7.2.1.4	Non-Disclosure Agreement	Exhibit 2G
DHS 11000-9	5.3.2.1	Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act	e-Qip
FD 258	5.3.2.1	Fingerprint Application Card	Provided by Government
DHS 3155	9.17.1	Offense/Incident Report	Exhibit 2H
SF 85P	5.3.2.1	Questionnaire for Public Trust Positions	e-Qip
SF 85PS	5.3.2.1	Supplemental Questionnaire for Selected Positions	e-Qip
SF 86	5.4.3.1	Questionnaire for National Security Positions	e-Qip
DHS 11000-14	Exhibit 9E	Identification Access Control Card Request	Exhibit 2I
DHS 11000-27	Exhibit 9E	Federal Emergency Response Official Designation Request	Exhibit 2J

Exhibit 2A

Contractor Information Worksheet

Type Contractor <input type="checkbox"/> PSO <input type="checkbox"/> Non-PSO		Prefer Online (e-QIP)		(MBI / LBI / BI only) Routine <input type="checkbox"/> Expedite (Extra Cost)	
1. Contract Employee Information					
NAME: Last/Family		First/Given		Middle	Suffix
Social Security #	Date of Birth MMDDYYYY	Place of Birth: City		State	Country
E-mail Address				Phone # (Day)	Phone # (Cell)
Position (Job) Title		IT/System Admin Position?	Prior Investigation? Yes No	Investigation Date	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	Aliens: Port of Entry City and State		Date of Entry	Alien Registration #	Citizenship
2. Contract Information					
Company Name		Company is <input type="checkbox"/> Prime <input type="checkbox"/> Sub Contractor		If Sub, Name of Prime	
Contract /Work Order / RWA #		Contract Start Date	End Date	<input type="checkbox"/> Has Option Years OR End Date TBD	
Company Point of Contact (POC) Name		Phone # (Day)	E-mail Address		
3. Project/Work Location Information (Government site where contractor is working)					
Building Name		GSA Building #	Building Address		
4. Type of Investigation Requested for: HSPD-12 PIV Card Credential					
<input type="checkbox"/> Public Trust Positions (Suitability)		<input type="checkbox"/> Moderate Risk - (LBI / MBI)		<input type="checkbox"/> HIGH Risk - (BI)	
<input type="checkbox"/> National Industrial Security Clearance		<input type="checkbox"/> CONFIDENTIAL (NACLC)		<input type="checkbox"/> SECRET (NACLC)	<input type="checkbox"/> TOP SECRET (SSBI)
5. Requesting Official (Sponsor) Information					
Sponsor's Name		Title		Is COR/COTR <input type="checkbox"/> Yes	FPS Regional Office Number
E-mail Address			Phone # (Day)	Forms Reviewed <input type="checkbox"/> Yes	Review Date

6. DHS Federal Protective Service Contract Suitability Adjudication (Staff use ONLY) Personnel Security Investigation:				
OPM PIPS Inv	<input type="checkbox"/> Release Form CER	Date Forms Received	Suitability Decision Preliminary Date	Notify Preliminary Decision
Inv #	<input type="checkbox"/> Med Release GSA 3665	<input type="checkbox"/> SF85P Reviewed	<input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable	<input type="checkbox"/> eMail: COTR/ Requesting Official <input type="checkbox"/> eMail: Subject <input type="checkbox"/> eMail: Subject's Company POC
Status	<input type="checkbox"/> FD 258	<input type="checkbox"/> Scanned/TIF	Final Date	Final Decision
Date of INV	<input type="checkbox"/> CS Case FD 258 RAP <input type="checkbox"/> Just	Date Sent to OPM	<input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable	<input type="checkbox"/> eMail: COTR/ Requesting Official <input type="checkbox"/> eMail: Subject <input type="checkbox"/> eMail: Subject's Company POC
e-QIP Invitation #				
Date E-Mail Sent				
Comments/Notes:				

Contractor Information Worksheet Instructions

<p>Privacy Act Notice</p> <p>In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information is authorized by the Federal Property and Administrative Services Act of 1949, as amended, and Part III of Title 5, U.S.C; O. 9397 Disclosure of the information is voluntary. This form will be used as a means to prepare and issue a credential or pass. Information will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions, or pursuant to a request by DHS or such other agency in connection with the firing or retention of an employee, the issuance of a security clearance, the investigation of an employee, the letting of a contract, or the issuance of a license, grant, or other benefit. If the individual does not provide some or any part of the requested information, the employee will not be issued a credential and will not be allowed to enter a GSA-controlled building after normal working hours or when the building is under security.</p>	<p>Submission Information</p> <ol style="list-style-type: none"> 1. Ensure all information is complete and accurate 2. Return this form to your Supervisor/Contracting Officer for delivery to FPS Regional Field Contract Suitability Adjudication Office for "e-QIP" invite. 3. If a contractor opts to fill out a "Hard Copy" version of the SF-85P due to emergency operations, complete the background investigation package and send it along with Contractor Information Worksheet. SF-85P is available on GSA InSite 4. MAILING INSTRUCTIONS FOR FPS Staff: If the contractor is a Non-Protective Security Officer (PSO) and performing contract administrative duties on the PSO contract at the federal government facilities, the background investigation package must be mailed to the respective FPS Regional Contract Suitability Adjudication Field Offices listed below:
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Region	Regional CSA PoC	Phone #	FAX	Street	Suite, Room	City	ST	Zip + 4
HQ	Evelyn Flores	(b)(6)	202) 245-610	(b)(6)	(b)(6)	Washington	DC	20528
HQ	Sean Mihaly		202) 245-610			Washington	DC	20528
ARRA	Terry Hudson		202) 245-610			Washington	DC	20528
1	Valerie DiMare		617) 565-169			Boston	MA	02222-1001
2	George L. Ware		212)264-803			New York	NY	10278-0004
3	Lisa M. Leo		215) 521-169			Philadelphia	PA	19106-1538
4	Todd Ware		404) 893-505			Atlanta	GA	30303-3704
5	Doris Meaux		312) 353-257			Chicago	IL	60604-1505
6	Sara Reisenbichler		816) 426-160			Kansas City	MO	64106-2818
7	Contact COTR							
8	"Mike" Prado		303) 236-413			Lakewood	CO	80225-0000
9	May S. Joe	213) 894-767	Los Angeles	CA	90012-3322			
10	Janis Davis	253) 815-754	Auburn	WA	98001-9345			
11	Contact COTR							

Type of Investigation Requirements- Contractor

Position Type	Position Sensitivity Levels Special & Critical Sensitive	Clearance Levels	DHS Investigation Requirement
National Security	Critical Sensitive	Top Secret / Top Secret-SCI	SSBI – Single Scope Backgrnd Inv
	Non-Critical Sensitive	Secret / Confidential	NACLC – National Agency Checks w/Law & Credit
Public Trust	High Risk	N/A	BI – Background Investigation
	Moderate Risk	N/A	MBI – Minimum Background Investigation
	Low Risk	N/A	NACI – National Agency Check w/Written Inquiries

Exhibit 2C Key Personnel Resume

Employee's Name: _____ SSN: - -

PROPOSED POSITION TITLE: _____

SUPERVISOR'S NAME: _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

TIME IN CURRENT POSITION: (Yrs. Mos.) _____

RESPONSIBLE FOR THE WORK OF: _____ PERSONS

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

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

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 CONTRACTOR BELIEVES THAT THIS INDIVIDUAL HAS THE QUALIFICATIONS FOR THIS CONTRACT.

Exhibit 2D Lautenberg Statement

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

1. Public Law 104-208 has amended Title 18, United States Code, Sections, 921, 922 and 925, making unlawful for any person convicted of a misdemeanor crime of domestic violence (spouse abuse, parent abuse, child abuse, etc.) to ship, transport, possess, or receive firearms or ammunition. Presently, there are no exceptions or time limits included in this law.

2. Therefore, anyone ever convicted of the subject crime(s) would be affected by its provisions. Since a person convicted of a misdemeanor crime of domestic violence can NOT possess a firearm or ammunition, such a person may NOT perform as an armed Contract employee.

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

YES _____ NO _____

- 3b. If you answered YES, provide the following information with respect to each conviction:
 - a. Court/Jurisdiction:
 - b. Docket/Case Number:
 - c. Statute/Charge:
 - d. Date Sentenced:

- 3c. I certify that, to the best of my information and belief, all of the information provided by me here is true, correct, current, complete and made in good faith. I understand that false or fraudulent information provided herein may be grounds for adverse action, up to and including removal, and is also criminally punishable pursuant to Federal law, including 18 U.S.C. §1001.

Signature: _____ Date Signed: _____

Name: _____
(Print your complete legal name)

Exhibit 2E Receipt for Government Property

Federal Protective Service Government Property Hand Receipt

TRANSFERRED FROM (AGENCY): _____ _____ _____	TYPE OF TRANSFER <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Transfer <input type="checkbox"/> Loan	Page _____ of _____ Date Property Custodian Telephone Number Estimated return date if temporary:
TRANSFERRED TO (COMPANY): _____ _____ _____		

Instructions or Remarks:

Item No. (1)	Description (2)	Bar Code Number (3)	Serial Number (4)	Unit of Issue (5)	Original Cost (6)

Acceptance of Responsibility: I certify that I received the above listed Government Accountable Property, it is in my physical custody, and that the list includes all currently issued items. I am responsible for the proper use, care, and safeguarding of all Government Property in my possession or under my accountability and stewardship control. I will report any changes to this Hand Receipt within five (5) business days to the Property Custodian.

Issued by (print name):		Received by (print name):	
Date	Signature and Title	Date	Signature and Title

Exhibit 2G

Non-Disclosure Agreement

DEPARTMENT OF HOMELAND SECURITY

NON-DISCLOSURE AGREEMENT

I, _____, an individual official, employee, consultant, or subcontractor of or to (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

(Signer will acknowledge the category or categories of information that he or she may have access to, and the signer's willingness to comply with the standards for protection by placing his or her initials in front of the applicable category or categories.)

Initials:

Protected Critical Infrastructure Information (PCII)

I attest that I am familiar with, and I will comply with all requirements of the PCII program set out in the Critical Infrastructure Information Act of 2002 (CII Act) (Title II, Subtitle B, of the Homeland Security Act of 2002, Public Law 107-296, 196 Stat. 2135, 6 USC 101 et seq.), as amended, the implementing regulations thereto (6 CFR Part 29), as amended, and the applicable PCII Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the PCII Program Manager or the PCII Program Manager's designee.

Initials:

Sensitive Security Information (SSI)

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

Initials:

Other Sensitive but Unclassified (SBU)

As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, 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 or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.

3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.

4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.

5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCII Program Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession.

(2) If the Authorized Entity is a United States Government contractor performing services in support of the PCII Program, I will not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has first made in writing, with respect to the contractor, the certification as provided for in Section 29.8(c) of the implementing regulations to the CII Act, as amended.

(b) For SSI and SBU - I hereby agree that material which I have in my possession and containing information covered by this Agreement, will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to the specific categories of information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to DHS; and/or 3) upon the determination that my official duties do not require further access to such information.

6. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, in the case of SSI or SBU, unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to the specific category of information or, in the case of PCII, unless such alteration or removal is authorized by the PCII Program Manager or the PCII Program Manager's designee. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same matter as the original.

7. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

9. (a) With respect to SSI and SBU, I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.

(b) With respect to PCII I hereby assign to the entity owning the PCII and the United States Government, all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of PCII not consistent with the terms of this Agreement.

10. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government and, with respect to PCII, the Authorized Entity, may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

11. Unless and until I am released in writing by an authorized representative of the Department of Homeland Security (if permissible for the particular category of information), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.

14. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

15. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

16. I represent and warrant that I have the authority to enter into this Agreement.

17. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

DEPARTMENT OF HOMELAND SECURITY

NON-DISCLOSURE AGREEMENT

Acknowledgement

Typed/Printed Name: Telephone Number:

Government/Department/Agency/Business Address

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:

Date:

WITNESS:

Typed/Printed Name:

Telephone Number:

Government/Department/Agency/Business Address

Signature:

Date:

This form is not subject to the requirements of P.L. 104-13, "Paperwork Reduction Act of 1995" 44 USC, Chapter 35.

Exhibit 2H Offense/Incident Report

INSTRUCTIONS ARE PRINTED SEPARATELY IF ADDITIONAL SPACE IS NEEDED USE REVERSE OF FORM. IDENTIFY ITEMS.		1. TYPE <input checked="" type="radio"/> a. ORIGINAL <input type="radio"/> b. CONTINUATION		D SUPPLEMENT OR FOLLOWUP		REPORT CONTROL SYMBOL PB-12 6 1	
2. CODE NO.	2a. SORT	3. TYPE OF OFFENSE OR INCIDENT CASE CONTROL NO.					
5. BUILDING NO.		6. ADDRESS r				7. LOCATION r	
7. NAME OF AGENCY/SUBAREA		8. AGENCY/SUBAREA CODE				r	
11. TIME OF OFFENSE		112. DAY	113. DATE/TIME		114. UAY	15. JURISDICTION (X)	
115. NO. DIMENSIONATORS		117. NO. EVACUATED	118. TIME START	119. TIME END	1. EXCLUSIVE		
					2. CONCURRENT		
					3. PARTIAL		
					4. PROPRIETARY		
10. INJURED	1. (b) LAST NAME, FIRST, MIDDLE INITIAL		(c) (e1)		e2		fa
	Numero, Street, Ap. No., City, State		(LI, Code)				HOME
	Last Name, First, Middle Initial						HOME
	Numero, Street, Ap. No., City, State		(LI, Code)				HOME
19. VEHICLE	b. YEAR MAKE		d. MODEL	e. COLOR (Top/Bottom)		f. IDENTIFYING CHARACTERISTICS	
	g. REGISTRATION	YEAR	STATE	TAG NO.	h. VIN	i. VALUE	
20. NAME OF ITEM		b. QUANTITY	c. SHIPMENT	d. BRAND NAME			
o. SERIAL NO.		f. COLOR		g. MODEL			
h. VALUE		i. UNUSUAL OR UNIQUE FEATURES					
TUS OF PROPERTY		PER WAS		VALUERECOVERED			
1. NAME OF ITEM		m. QUANTITY	n. OWNERSHIP	o. BRAND NAME			
p. SERIAL NO.		b. COLOR		f. MODEL			
s. VALUE		t. UNUSUAL OR UNIQUE FEATURES					
PROPERTY WAS		TUS OF PROPERTY		MISSING		PARTIAL RECOVERY	
21. NARRATIVE		Of additional space is needed, use reverse of this form					
12. NOTIFICATION		TIME		13. EVIDENCE		b. WHERE STORED	
a. OTHER POLICE		NOTIFIED	ARRIVED	YES	NO		
b. AGENCIES				2. ATTACHMENTS		OTHER ATTACHMENTS (SQ-cy)	
c. FIRE DEPT				a. CONTINUATION SHEET		d. STATEMENT(S)	
e. AMBULANCE				b. GSA FORM 3157		e. SUPPLIER	
f. BUILDING				c. PROPERTY RECEIPT(S)		f. MENTAL	
g. MANAGER				21. SUSPECT STATUS		= POSITION OF SUSPECT	
h. OTHER (Specify)				a. GOVT. EMPLOYEE		b. ARRESTED	
				c. NON-GOV. EMPLOYEE		d. NOT ARRESTED	
				e. EMPLOYEE		f. RELEASED	
				g. N/A		h. N/A	
17. a. RECEIVED		b. ARRIVED		c. RETURNED TO SERVICE			
18. TIME		19. EVIDENCE					
VIEWED BY		NAME (Printed) AND SIGNATURE		b. DATE			
20. a. BADGE		e1 CALL SIGN		a2 K9		NAME (Printed) AND SIGNATURE	
30. CASE REFERRED		a. POLICE		b. OTHER (Specify)		31. CASE	
TO		LOCAL POLICE		d. FBI		e. UNFOLDED	
33. INVESTIGATOR		a. CASE#		c. SUSPECT DEVELOPED		f. PROPERTY RECOVERED	
TAIUS		b. CLOSED		d. SUSPECT ARRESTED		g. VALUE	

YENO --J NJA

.DATE

I

INSTRUCTIONS

1. **TYPE.** Enter an X to indicate if this is an original, continuation page, or a supplement to a report previously made.
2. **CODE NO. (OFFENSE/INCIDENT CODE).** *Enter 4-digit offense/incident code that corresponds to the offense/incident. In cases of vandalism, enter the offense/incident code number 1010 or 1020 and enter the word "vandalism" in Item 3, followed by the estimated dollar amount of damage. (Round off amount to nearest dollar; do not use decimal or cents.)
 - 2a. **SORT.** In those incidents involving the use of Special Operations Response Teams (SORT), place an X in this block.
3. **TYPE OF OFFENSE OR INCIDENT.** Enter in words the type of offense or incident being reported.
4. **CASE CONTROL NO.** Enter 11-character alphabetical/ numerical case number which is obtained from the control center. The case control number is constructed as follows: first and second places designate the region; third place, the district; fourth place, the zone; fifth place thru ninth, the number of cases listed consecutively through out the calendar year; 10th place, a letter designating the month, e.g., A=January, B=February, C=March, etc. The 11th place designates the calendar year. Only the last digit of the calendar year is entered. For example: in Region 8, District 2, Zone 5, the 4392 case of the year, occurring in FEBRUARY 1983, would be entered as 082504392B83.
5. **BUILDING NO.** Enter 8-character GSA building number. When building number does not apply, enter NA (not applicable) . (It is the responsibility of each region to provide these numbers to all officers.)
6. **ADDRESS.** Enter street, city, and State where offense/incident occurred.
7. **AGENCY/BUREAU NAME.** Enter agency/bureau name (i.e., Internal Revenue Service (IRS)).
8. **AGENCY/BUREAU CODE.** Enter 4-character agency/ bureau code in which offense/incident occurred. (It is the responsibility of each region to provide these numbers to all officers.)
9. **SPECIFIC LOCATION.** Enter in words a brief description of location of offense/incident. Always begin with general area, then room area, and then specific location (e.g., 1st floor, office, desk). Refer to example in Item 10.
10. **LOCATION CODE.** *Enter alphabetical/numerical code. The first two places identify the general area or floor level where the incident occurred. The third and fourth places identify the room area; the fifth and sixth places provide the specific location of the incident. For example, if the offense/incident occurred on the first floor, in an office, from a desk code 010FDK would be entered for Item 10. (the last two places are used primarily in theft incidents. When use of the fifth and sixth places is inappropriate, enter NA (not applicable)).
- 11a and b. **DATE/TIME OF OFFENSE/INCIDENT.** Enter month, day, year and military time of offense/incident. Months must be entered in numerical order (i.e., January-01 through December-12). (If the date of the offense/incident is March 9, 1998, it would be recorded as 030998.) If exact date is unknown, but date last seen can be determined, enter that date. If neither of these dates is known, enter UNK (unknown).
12. **DAY.** Enter 2 letters for day of week on which the offense/incident occurred. Codes for days of the week are: SU, MO, TU, WE, TH, FR, SA, and UK (unknown).
- 13a and b. **DATE/TIME REPORTED.** Follow same instructions as in Item 11.
14. **DAY.** Follow same instructions as in Item 12.
 1. **JURISDICTION.** Enter an X in the appropriate box.
 2. **NO. OF DEMONSTRATORS.** Enter the estimated number of demonstrators.
 3. **NO. EVACUATED.** Enter the estimated number of evacuees.

17a. **TIME START.** Enter the time when evacuation began (use military time).

17b. **TIME END.** Enter the time the evacuees returned to evacuated area (use military time).

18. **PERSONS INVOLVED.** (Suspect, Victim, Witness, Reporting Party). If there are more than two people involved, prepare an additional GSA Form 3155. Use the same case number and fill in only the appropriate blocks.

18a. **ID (IDENTIFICATION) CODE.** Enter appropriate codes of persons involved: SU-suspect; VI-victim; WI-witness; RP-reporting party. If there is more than one person in same category, enter a numeric suffix as 1, 2, etc., (e.g., SU1, SU2, etc.).

18b. **NAME AND ADDRESS.** Enter name(s) and address(es) of person(s) identified. Record subject's full name. Show last name first, followed by first name, then middle initial. If subject doesn't have a middle initial, use NMI (no middle initial) to indicate this.

18c. **AGE.** Enter age if known; otherwise, enter UNK (unknown).

18d. **SEX.** Enter M-male or F-female.

18e. **RACE.** Enter appropriate code: A-Asian Pacific/Oriental; H-Hispanic, I-American Indian; B-Black; W-White; O-Other (explain in narrative), X-Unknown.

18e1. **COUNTRY OF BIRTH.** Enter Country Name if known.

18e2. **NATIONALITY.** Enter Nationality if known

18f. **INJURY CODE.** Enter appropriate code: O-none; 1-refused treatment; 2-first aid only; 3-hospitalized; 4-deceased.

18g. **TELEPHONE.** If known, enter area code(s) and number(s); otherwise, enter UNK (unknown).

19. **VEHICLE.** If more than one vehicle is involved, prepare an additional GSA Form 3155. Use the same control number and fill in only the appropriate blocks.

19a. **STATUS.** Check the appropriate box(es).

19b. **YEAR.** Enter model year of vehicle.

19c. **MAKE.** Enter make of vehicle.

19d. **MODEL.** Enter model of vehicle.

19e. **COLOR.** *Enter appropriate color code. If more than one color, list in order from top to bottom and separate by slashes. Example: Cream vinyl top with blue body is entered as cmr/blu.

19f. **IDENTIFYING CHARACTERISTICS.** List any identifying characteristics of the vehicle, such as a cracked window, dented fenders, etc.

19g. **REGISTRATION.** Enter year, State and registration number printed on vehicle tag.

19h. **VIN (VEHICLE IDENTIFICATION NUMBER).** Enter vehicle identification number.

*HB, FPS UNIFORMED FORCE OPERATION, CHAPTER 8. HB, FPS, STAFF OFFICER'S GUIDE, CHAPTER 5.

19i. **VALUE.** Enter estimated value of vehicle.

20. **ITEMS TAKEN.** If there are more than 2 items taken, prepare an additional GSA Form 3155. Use the same case number and fill in only the appropriate blocks.

20a. **NAME OF ITEM.** Identify item (e.g., typewriter, tools, radio equipment. etc.).

20b. **QUANTITY.** Enter number of items (e.g., for one item enter 001).

20c. **OWNERSHIP.** Check the appropriate box.

20d. **BRAND NAME.** Enter brand name (e.g., Remington).

20e. **SERIAL NUMBER.** Enter serial number, the word "none", or "unknown", as appropriate.

20f. **COLOR.** Enter color*. Separate multi-colors with a slash (e.g., red, brown, and blue = red/bro/blu).

20g. **MODEL.** Enter model or number, if any.

20h. **VALUE.** Enter value (or estimated value) of items stolen. (Round the amount off to the nearest dollar; do not use decimal or cents).

20i. **UNUSUAL OR UNIQUE FEATURES.** List any features that will assist in identifying the property, such as an owner applied number (i.e., owner's social security number).

20j. **PROPERTY WAS.** Enter an X in appropriate box.

20k. **STATUS OF PROPERTY.** Enter an X in the appropriate box. If property is partially recovered, enter value of the amount recovered.

20l. through 20v. same as 20a. through 20k.

1. **NARRATIVE.** Enter details of offense/incident not included elsewhere in report, or when the word "other" has been used. If additional space is required, continue on page 2 of form and/or use and attach a blank sheet of paper.

2. **NOTIFICATION.** As required, enter time (military time)

of notification and arrival of appropriate units. 23a and b. **EVIDENCE.** Enter an X in the appropriate box, and the evidence tag number if applicable.

23c. **TYPE.** Identify type of evidence. 23d. **WHERE STORED.** Give current location of evidence.

1. **ATTACHMENTS.** Enter an X in the appropriate boxes, or specify in block marked "Other Attachments" (such as traffic accident forms).

2. **SUSPECT'S STATUS.** Enter an X in the appropriate box.

3. **DISPOSITION OF SUSPECT.** Enter an X in the appropriate box. Enter number of any citation issued to suspect.

4. **TIME (OF OFFENSE/INCIDENT).** Use military time. 27a. **RECEIVED.** Enter the assignment received. 27b. **ARRIVED.** Enter time arrived on scene. 27c. **RETURNED TO SERVICE.** Enter time returned to service. 28a. **REVIEWED BY.** Enter an X in the appropriate box to

indicate FPS (Federal Protective Service) or CG (Contract Guard).

28b and c. **NAME AND SIGNATURE.** Enter printed name and the signature of immediate supervisor reviewing report.

28d. **DATE.** Enter date report was reviewed.

29a. **BADGE.** Enter badge number of FPO completing the offense/incident report. Contract guards will enter the letters "CG". (when filling in these blocks, begin on the left and work from left to right).

29a1. **CALLSIGN.** Enter call sign number of FPO/Contract guard if known.

29a2. **K9.** Place an X in this box if FPO/Contract guard accompanied by K9. 29a3. **CONTRACT GUARD COMPANY.** Enter company name if known.

29b and c. **NAME AND SIGNATURE.** Enter printed name and the signature of FPO or contract guard completing the offense/incident report.

29d. **DATE SUBMITTED.** Enter date report submitted.

1. **CASE REFERRED TO.** Enter an X in the appropriate box(es). (The approving official is responsible for completing this block.)
2. **CASE STATUS.** Enter an X in the appropriate box. A case is closed when the offender has been identified, sufficient evidence has been collected to charge him/her, and he/she has been taken into custody. A case is also closed in instances where some element beyond police control precludes the placing of formal charges' against an offender (e.g., the U.S. Attorney refuses to prosecute).

32a and c. **APPROVING OFFICIAL (SIGNATURE AND NAME).** Completion of these blocks will indicate the report has been reviewed for accuracy and completeness of data. Enter printed name and the signature of approving official (to be designated by the district supervisor). This should not be the same as the reviewing official.

32b. **DATE.** Enter date report was approved.

33. **DETECTIVE STATUS.** This set of blocks is to be used by the detectives only. These blocks will be filled out showing what results occurred to the offense/incident report upon completion of a follow-up investigation, if conducted.

33a. **CASE NUMBER.** Enter Detective Section case number assigned.

33b. **HOW CLOSED.** Place an X in appropriate box to signify how the investigation was closed.

33c. **SUSPECT.** Place an X in the box if a suspect was developed or arrested.

33d. **ENTERED NCIC (NATIONAL CRIME INFORMATION CENTER).** Enter an X in the appropriate box.

33e. **PROPERTY RECOVERED.** Enter an X in the box to indicate if stolen property was recovered.

33f. **VALUE OF PROPERTY.** If property recovered, indicate the value of recovered property.

33g. **CLEARED NCIC.** Enter an X in the appropriate box.

33h. **REFERRED TO.** If follow-up investigation was referred to another investigative unit and accepted, indicate name.

33i. **DATE REFERRAL ACCEPTED.** Enter date referral was accepted.

*HB, FPS UNIFORMED FORCE OPERATION, CHAPTER 8. HB, FPS, STAFF OFFICER'S GUIDE, CHAPTER 5.

Exhibit 21

Identification Access Control Card Request

DEPARTMENT OF HOMELAND SECURITY

IDENTIFICATION ACCESS CONTROL CARD REQUEST

SECTION I - PERSONAL INFORMATION <i>(Completed by Individual)</i>			
FIRST NAME	MIDDLE NAME	LAST NAME	
SOCIAL SECURITY NUMBER	DATE OF BRTH	SEX	
HOME ADDRESS	ADDRESS 2		
CITY	STATE	ZIP	HOME PHONE
SECTION II - EMPLOYEE INFORMATION <i>(Completed by Directorate Authorized Representative)</i>			
TYPE OF EMPLOYEE <i>(Check One)</i>			
<input checked="" type="radio"/> FEDERAL EMPLOYEE	<input type="radio"/> FEDERAL DETAILEE	<input type="radio"/> CONTRACTOR	<input checked="" type="radio"/> OTHER _____
DIRECTORATE/OFFICE	HOME AGENCY <i>(Detailee)</i>	COMPANY <i>(Contractor)</i>	
LOCATION <i>(Check One)</i>			
<input checked="" type="radio"/> NEBRASKA AVENUE	<input checked="" type="radio"/> 7TH & D STREETS	<input checked="" type="radio"/> VERMONT AVENUE	<input checked="" type="radio"/> OTHER
OFFICE LOCATION <i>(Floor)</i>	OFFICE NUMBER	POINT OF CONTACT	
START DATE	END DATE		
SIGNATURE AUTHORITY ON FILE WITH DHS OFFICE OF SECURITY			DATE
SECTION III - SECURITY INFORMATION <i>(Completed by Security Office)</i>			
SECURITY CLEARANCE LEVEL			
<input checked="" type="radio"/> NONE	<input type="radio"/> SECRET	<input type="radio"/> TOPSECRET	<input type="radio"/> OTHER _____
BADGE TYPE	BADGE NUMBER		
ISSUE DATE	EXPIRATION DATE	STATUS	
SIGNATURE DHS OFFICE OF SECURITY REPRESENTATIVE			PHONE NO.
SIGNATURE OF PHYSICAL SECURITY REPRESENTATIVE			PHONE NO.

AUTHORITY: 5 USC 5701-5733, Sections 5721-5733 and Executive Order 9397.

DISCLOSURE: Disclosure of information is mandatory.

PURPOSE: To collect information pertinent to verifying both investigation and clearance information for potential detailees, employees, and contractors who have been presented to DHS Headquarters for duty. This data must be true and accurate. Verification of this information is paramount to acceptance.

Exhibit 2J

Federal Emergency Response Official Designation Request

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY RESPONSE OFFICIAL DESIGNATION
REQUEST**

FOR FEDERAL EMERGENCY RESPONSE OFFICIAL

SECTION I - PERSONAL INFORMATION (Completed by Individual)			
FIRST NAME	MIDDLE NAME	LAST NAME	
DATE OF BIRTH	SEX	HOME ADDRESS	
ADDRESS 2		CITY	STATE
ZIP	HOME PHONE	COMPONENT NAME	
WORK PHONE NUMBER		WORK EMAIL	

SECTION II - COMPLETED BY FERRO APPROVING AUTHORITY

FEDERAL EMERGENCY RESPONSE OFFICIAL DESIGNATION		
DESIGNATED FERRO OFFICIAL NAME	DESIGNATED FERRO OFFICIAL TELEPHONE	FERRO OFFICIAL EMAIL ADDRESS
SIGNATURE AUTHORITY DESIGNATED FOR FERRO APPROVAL		DATE

SECTION III - ACCESS CONTROL OFFICE

FERRO STRIPE AUTHORIZED <i>FERRO Designation</i>	
FERRO STRIPE AUTHORIZED FERRO STRIPE AUTHORIZED	CARD NUMBER
ISSUE DATE	EXPIRATION DATE
SIGNATURE DHS OFFICE OF SECURITY REPRESENTATIVE	PHONE NUMBER
SIGNATURE OF PHYSICAL SECURITY REPRESENTATIVE	PHONE NUMBER

PRIVACY ACT STATEMENT

AUTHORITY: 5 U.S.C. 5701-5733, §§ 5721-5733; and Executive Order 9397.

PRINCIPAL PURPOSE(S): This information is being collected for the sole purpose of identifying that all requirements have been met to apply for and receive Federal Emergency Response Official Designation.

ROUTINE USE(S): "The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/ALL - 014 Emergency Personnel Location Records System of Records (73 FR 61888, October 17, 2008)."

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested will prevent the individual from receiving Federal Emergency Response Official Designation.

Exhibit 3A Contractor's Certification of Basic Training

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee successfully completed all required Basic Training subjects including practical exercises and examinations in accordance with SOW, as required by Contract number _____.

Basic Training provided from _____ (DATE) to _____ (DATE)

Basic Training Subjects presented by:

_____ of _____
(Name of Instructor) (Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

Exhibit 3B Contractor's Certification of Initial Weapons Training

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee successfully completed required Weapons Training subjects, identified below, including practical exercises and examinations in accordance with SOW, as required by Contract number _____.

Initial Firearms Training provided from _____ (DATE) to _____ (DATE)

Initial Baton Training provided from _____ (DATE) to _____ (DATE)

Initial OC Training provided from _____ (DATE) to _____ (DATE)

Other Firearms Training provided from _____ (DATE) to _____ (DATE)
(Weapon Type _____)

Transition/Platform Firearms Training provided from _____ (DATE) to _____ (DATE)
(Weapon Type _____)

Weapons Training Subjects presented by:

_____ of _____
(Name of Instructor) (Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

Exhibit 3C Contractor's Certification of Government-Provided Training

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee successfully completed all required Government Provided Training subjects including practical exercises and examinations in accordance with SOW, as required by Contract number _____.

Government Provided Subject(s):

- Orientation Training
- Screener Training
- Other Training (specify): _____

provided from _____ to _____ by:

(DATE) (DATE)

_____ of _____

(Name of Instructor) (Name of Agency)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

Exhibit 3D Contractor's Certification of Refresher Training

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee successfully completed all required Refresher Training subjects including practical exercises and examinations in accordance with SOW, as required by Contract number _____.

Refresher Training provided from _____ (DATE) to _____ (DATE)

Refresher Training Subjects presented by:

_____ of _____
(Name of Instructor) (Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

Exhibit 3E

Contractor's Certification of Weapons Refresher Training

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee successfully completed all required Weapons Training subjects including practical exercises and examinations in accordance with SOW, as required by Contract number _____.

Semi-annual Firearms Training provided from _____ (DATE) to _____ (DATE)

Refresher Baton Training provided from _____ (DATE) to _____ (DATE)

Refresher OC Training provided from _____ (DATE) to _____ (DATE)

Other Training _____ (TYPE) provided from _____ (DATE) to _____ (DATE)

Weapons Training Subjects presented by:

_____ (Name of Instructor) of _____ (Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

Exhibit 4 Required Training

	Training	Frequency	Provider	Section Reference	Exhibit
1	AED	ARC/AHA Requirements	Contractor	6.8	N/A
2	Contractor-Provided Basic Training	*One Time Only	Contractor	6.4.1.2	4B
3	CPR	ARC/AHA Requirements	Contractor	6.8	N/A
4	Contractor-Provided Annual Weapons Refresher Training (Firearms)	Semi-Annual	Contractor	6.6.3	4C & 4D
5	First Aid	ARC/AHA Requirements	Contractor	6.8	N/A
6	Contractor-Provided Initial Weapons Training and Qualification	*One Time Only	Contractor	6.6.2	4C
7	Contractor-Provided Annual Weapons Refresher Training (Less-Than-Lethal Weapons)	Annual	Contractor	6.6.5	4C & 4D
8	Government-Provided Orientation Training	*One Time Only	Government	6.7.2	4G
9	Contractor-Provided Refresher Training	Every 3 Years	Contractor	6.4.1.3	4E
10	Government-Provided Screener Training	Annual	Government	6.7.3	4G
11	Government-Administered Written Examination	Upon completion of Basic Training	Government	6.5	N/A

* One Time Only – If PSO completes training satisfactorily.

Exhibit 4A

Contractor's Training Schedule and Plan

Use the below format for all training.

Date: XX September 2009

Times: 0800 – 1630 (30 minutes for lunch)

Instructor(s): Mr. Jones

Training Facility Address: Street, City, State, Zip Code

Time – Course	Hours
0800 – 0900 Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1
0900 – 1000 Overview of the Roles & Responsibilities of a Contract Security Guard (CHAPTER TWO, SGIM)	1
1000 – 1100 Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1
1100 – 1200 Ethics and Professionalism Part II: Interactive Training	1

Exhibit 4B Contractor-Provided Basic Training

IMPORTANT NOTE: INSTRUCTOR MUST USE FPS SECURITY GUARD INFORMATION MANUAL (SGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING, CROSS-REFERENCING TOPICS WHERE APPLICABLE FOR EFFECTIVE PRESENTATION OF MATERIAL.

Contractor must present 64 hours of basic training to all students. Hours listed in “Hours” column are recommended times needed for effective coverage of material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. Instructor shall use his/her expertise in evaluating PSO progress in comprehending and applying concepts and materials taught. There may be some fluctuation in actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 64 hours of training.*

64 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	The mission, role, and responsibilities of DHS and FPS as well as the role contract security officers play in facility security. Instructor will also discuss the five types of facilities and security levels.
Overview of the Roles & Responsibilities of a Contract Security Guard (CHAPTER TWO, SGIM)	1	The typical duties of a Contract Security Officer and responsibilities associated with being a contract Security Officer at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1	Police professionalism today, including the expanding use of contract security officers and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement security officers and the contract security officers.
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 officers based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security officers with the concept surrounding effective communications and development of communication skills. Present the contract security officer with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.

Subject	Hours	Scope
Principles of Communications Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction provided to the security officers that will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	1	The basic knowledge needed for the security officers 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; are a part of this discussion. Give special attention to the changes in human behavior that might occur in the contract security officer with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	2	History of laws, applicable laws, regulations, and the concept of legal jurisdiction as it pertains to the security officers' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	1	Present the security officers with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruct on the methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	1	Provide the security officer with the knowledge of the legal application of search and seizure law in the performance of duties as a contract officer in a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security officer with knowledge of how officers shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices involving: confessions, self-incrimination, eyewitness identifications, and complaints. Security officers should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.

Subject	Hours	Scope
Use of Force (CHAPTER THREE AND APPENDIX FOUR, SGIM)	1	Instruct 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 of force. The consequences for a security officer for the unauthorized or misuse of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	2	The important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	1	Definition of evidence (direct, circumstantial, and real). Admissibility of evidence as it relates to competency, relevancy, materiality, and hearsay. Information on the exclusionary rule and other related items. Procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	1	The relationship between the Contractor and the Government. The protocol for communicating with the MegaCenters when incidents occur. The importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	2	The purpose of posts and identify the various types of protective services. The necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	2	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	2	Explain the various types of situations security officers will respond to. Describe the proper approach to such situations; discuss the security officer's role and responsibility; and instruct in the appropriate techniques employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	4	Personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract security officer with the need to exercise care and caution when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis placed on the crimes the security officer may encounter while on duty within a Federal facility, security officer actions and responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	1	The security officer's responsibility for safety and fire prevention. Guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	3	Importance of properly prepared records, reports, and forms. Provide students examples. Students prepare sample records, reports, and forms that they will use on an FPS contract. Emphasis on tips for effective report writing.

Subject	Hours	Scope
Special Situations (CHAPTER NINE, SGIM)	2	Various types of special situations which security officers may respond to, such as providing escorts, controlling traffic, and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Familiarize the security officers with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security officer's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTERS ELEVEN AND FOURTEEN, SGIM)	4	Weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	2	Workplace violence, who commits violent acts and why, security officer's response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	3	Discuss and provide field practice in crowd control that will teach the security officers how to distinguish between friendly, sightseeing, agitated, and hostile crowds placing an emphasis on effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	2	The procedures security officers will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious, placing an emphasis on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	2	Lecture and practical applications to instruct security officers on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	2	Defining the terms and give concrete examples of the concepts of sabotage and espionage as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	4	Lecture and practical applications to instruct Security Officers in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	4	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Review & Examination	2	A 50 question multiple-choice written examination given to determine knowledge and understanding of the academic subject matter.

NOTE: WRITTEN EXAMINATION QUESTIONS COME ENTIRELY FROM SGIM. FAILURE BY INSTRUCTOR TO USE SGIM AS AN ESSENTIAL TRAINING TOOL MAY RESULT IN HIGH RATES OF FAILURE ON WRITTEN EXAMINATION. CONTRACTOR SHALL ENSURE INSTRUCTORS USE SGIM AS A CORE COMPONENT OF TRAINING.

Exhibit 4C

Contractor-Provided Initial and Transitional-Platform Firearms and Less-Than-Lethal Weapons Training and Qualification

Initial Weapons Training/Qualification: Contractor must present a minimum total of 40 hours of firearms (32hrs) and Less-Than-Lethal weapons (8hrs) training. Contractor is responsible for providing PSOs with a minimum of 32 hours of firearms training prior to initial qualification. A minimum of eight hours will be dedicated classroom training and a minimum of 24 hours, excluding associated down time, will be dedicated live fire training. Contractor is responsible for providing four hours baton and four hours OC Spray training/certification as specified by manufacture and in accordance with state/local law.

Subject	Hours	Scope
Use of OC Spray	4	Lecture and hands-on demonstration of procedures for carrying, drawing and utilizing OC Spray
Use of Baton	4	Lecture and hands-on demonstration of procedures for baton carrying and drawing, as well as striking techniques.
Firearms Maintenance, Safety, and Handling	8	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide instruction in handling and control of firearm. Instruction should relate to weapons safety and handling to include: nomenclature, wearing of the weapon, weapon retention, 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.
Initial Firearms Familiarization Fire	24	Live fire
Transitional Weapon Training and Qualification (Transitional Weapon: revolver to revolver; semi-automatic to semi-automatic)	3	PSO must have a current qualification to complete Transitional Weapons Training and Qualification. Contractor must present: a minimum one hour of firearms maintenance, safety, and handling; to include nomenclature, function check, with special emphasis placed on loading, unloading, cocking, and decocking a hammer on a live round. Contractor must present; Handgun: minimum two hours of familiarization fire, excluding associated down time; Shotgun: one qualification course of fire as training. Contractor must present qualification course of fire.

Subject	Hours	Scope
<p>Weapon Platform Change Training and Qualification</p> <p>(weapon platform change: revolver to semi-automatic pistol)</p>	8	<p>PSO must have a current qualification to complete Weapon Platform Training and Qualification.</p> <p>Contractor must present a minimum two hours of firearms maintenance, safety, and handling; to include nomenclature, function check, with special emphasis placed on loading, unloading, cocking, and decocking a hammer on a live round.</p> <p>Contractor must present: Handgun: a minimum six hours, familiarization fire, excluding associated down time; Shotgun: one qualification course of fire as training.</p> <p>Contractor must present qualification course of fire.</p>

Number of hours listed “Hours” column are recommended times needed for effective coverage of material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. Instructor shall use his/her expertise to evaluate PSO progress in comprehending and applying concepts and materials taught. There may be some fluctuation in actual time covered for each subject, *but under no circumstances shall an Instructor provide less than 40 hours training during initial weapons training.*

Handgun Qualification Course

Firearms: Contract-authorized handgun

Ammunition: Contract-authorized: 50 rounds

Target: ICE Target

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

Course of Fire (Handgun)				
STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
1	1.5 YDS	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 round in two seconds and re-holster. Draw and fire two rounds in two seconds and re-holster. Draw and fire three rounds in two seconds and re-holster. Officers with a magazine capacity of less than twelve 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.
2	3 YDS	6	Using two hands from the holster -- point shoulder shooting, referencing sights	On command the shooter will: Draw and fire three rounds in the chest of the target in three seconds, and re-holster. Draw and fire three rounds in three 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 rounds to the chest of the target and one round to the head of the target in five seconds and assume a high search position. From high search, move to an aimed in position and fire two rounds to the chest of the target and one round to the head of the target in four seconds. At the end of this stage, the two headshot rounds must be in the five-ring head area for each to count as five points. The head area outside the five-ring is worth two points. Officers with a magazine capacity of less than twelve 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.

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
4	7 YDS	12	One-handed shooting	On command, the shooter will draw and fire three rounds, using both hands, then transfer the weapon to the strong hand only and fire three rounds, in ten seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster. Draw and fire three rounds, using both hands, then transfer the weapon to the support hand only and fire three rounds, in ten seconds. Perform a reload (emergency, tactical or magazine exchange), 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 rounds from the standing position in ten 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 seconds and assumes a ready position. When threat reappears, or command to fire is given, fire six additional rounds from the kneeling position in ten seconds. Officers with a magazine capacity of less than twelve 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	15 YDS	4	Barricade	On command the shooter will take one step to the rear and one to the right of the barricade. When the threat appears or command to fire is given, move to cover, draw and fire two rounds from the right side standing barricade position, move to the right side kneeling barricade and fire an additional two rounds, in twenty seconds. While in a position of cover, perform a magazine exchange.
7	15 YDS	4	Barricade	On command the shooter will take one step to the rear and one to the left of the barricade. When the threat appears or command to fire is given, move to cover and fire two rounds from the left side standing barricade position, move to the left side kneeling barricade and fire an additional two rounds, in 20 seconds.

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

Marksmanship Ratings

220-230 = Marksman

231-240 = Sharpshooter

241-249 = Expert

250 = Distinguished Expert

Shotgun Qualification Course

Firearm: Contract-authorized shotgun (*Note: A specific post requirement must exist for PSOs to be armed with a shotgun.*)

Ammunition: Five Rounds of Rifled Slug and 10 Rounds of .00 buckshot.

Target: ICE Target

Course of Fire: Stages will be completed in sequential order and fired as a hot range. All stages will begin with magazine loaded with four rounds, chamber empty, hammer down and safety off. Prior to commencing fire, shotgun will be held at hip level or in a low ready position with muzzle pointed downrange. On signal to commence firing, shooters will move into appropriate firing position. Slings may be used by shooter in any manner as long as they do not impede shooter or create a situation which compromises shooter’s safety.

NOTE: Low Ready Position - Butt plate held against shoulder with muzzle pointed down at a 45-degree angle.

Course of Fire (Shotgun)				
STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
Stage 1	25 Yards	5 rounds rifled slug	Fired from shoulder in standing position.	<p>This stage will begin with shotgun at hip position. Shotgun will be loaded with four rounds in magazine only. Shooter will have one round available for reload. After firing four rounds, fifth round will be loaded through open ejection port and fired.</p> <p>Time Limit: 20 seconds.</p> <p><i>Note: Total of five rifled slugs will be fired with a minimum of four rifled slugs required to be in the four ring or higher at twenty-five yards.</i></p>
Stage 2	15 Yards	5 rounds .00 buckshot	Fired from shoulder in standing position.	<p>Start position will be same as Stage 1. In this stage, PSO will load shotgun with three rounds of buckshot and have two rounds available for tactical reload. On command, PSO will fire two rounds, tactical reload with two rounds (loading through the magazine with weapon pointed at threat) and fire remaining three rounds.</p> <p>Time Limit: 20 seconds.</p>

<p>Stage 3</p>	<p>7 Yards</p>	<p>5 rounds .00 buckshot</p>	<p>Fired from shoulder after moving shotgun from low ready position.</p>	<p><i>NOTE: Prior to firing Stage 3, Instructors must ensure impact area is clear of obstructions (i.e., rocks, lead buildup, etc.) that might cause pellets to ricochet..</i></p> <p>This stage will begin with shotgun at hip position. Shotgun will be loaded with four rounds in magazine only. Shooter will have one round available for reload. After firing four rounds, fifth round will be loaded through open ejection port and fired.</p> <p>Time Limit: 10 seconds.</p>
<p>Shotgun qualification course scoring consists of a total of five slugs with a maximum possible score of two hundred and fifty points. Minimum qualification score is two hundred points. For Stage Two and Three, proficiency is measured by ability to accomplish stated task in allotted time. If PSO fails to accomplish tasks as required by course of fire, PSO will not have met minimum proficiency requirement.</p>				
<p>When range facilities permit, two silhouette targets may be used per shooter, one target for slugs, and one for .00 buckshot. Additionally, shooters should be encouraged to utilize any cover available while firing qualification course.</p>				

Exhibit 4D

Contractor-Provided Annual Weapons Refresher Training and Qualification

Contractor must present and certify up to four hours of annual baton and up to four hours of annual OC Spray refresher training and semi-annual weapons qualification using course of fire in Exhibit 4C of this Contract. Contractor must coordinate with Contracting Officer for FPS to monitor course of fire.

Exhibit 4E

Contractor-Provided Refresher Training

IMPORTANT NOTE: INSTRUCTOR MUST USE FPS SECURITY GUARD INFORMATION MANUAL (SGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING, CROSS-REFERENCE TOPICS WHERE APPLICABLE FOR EFFECTIVE PRESENTATION OF MATERIAL.

Contractor must present 40 hours of refresher training within three years of a PSO basic training or previous refresher training conclusion date. Hours listed in the “Hours” column are recommended times needed for effective coverage of material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. Instructor shall use his/her expertise in evaluating PSOs progress in comprehending and applying concepts and materials taught. There may be some fluctuation in 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 (CHAPTER ONE, SGIM)	1	The mission, role, and responsibilities of DHS and FPS as well as the role contract security officers play in facility security. Instructor will also discuss the five types of facilities and security levels.
Customer Oriented Protection	1	The concept of customer-oriented protection and the role security officers play in this approach to security. <i>(Note: FPS will provide the instructor with information on this program to assist in training).</i>
Overview of the Roles & Responsibilities of a Security Guard (CHAPTER TWO, SGIM)	1	The typical duties of a Contract Security Officer and responsibilities associated with being a security officer at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	0.5	Police professionalism today, including the expanding use of security officers and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement agents and the security officers.
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 officers based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.

Subject	Hours	Scope
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security officers with the concept surrounding effective communications and development of communication skills. Present the security officer with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Conduct role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction provided to the security officers that will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	0.5	Discuss the basic knowledge needed for the security officers 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. Provide special attention to the changes in human behavior that might occur in the contract security officer with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	0.5	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	1	Discuss history of laws, applicable laws, regulations, and the concept of legal jurisdiction as it pertains to the security officers' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	0.5	Present the security officers with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	0.5	Provide the security officer with the knowledge of the legal application of search and seizure law in the performance of duties as a security officer with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".

Subject	Hours	Scope
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security officer with knowledge of how security officers 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. Security officers should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, SGIM)	1	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 and the consequences of the unauthorized use or misuse of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	0.5	Important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	0.5	Definition of evidence (direct, circumstantial, and real), admissibility as it relates to competency, relevancy, materiality, and hearsay; information on the exclusionary rule and other related items; procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	0.5	The relationship between the Contractor and the Government. The protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	0.5	The purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	0.5	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	0.5	Explain the various types of situations security officers will respond to. Describe the proper approach to such situations; discuss the security officer's role and responsibility; and instruct in the appropriate techniques employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	0.5	Acquaint the security officer with the care and caution they must exercise when coming upon a crime in progress. Discuss the element of surprise and the possibilities of encountering a crime being committed. Place special emphasis on the crimes the security officer may encounter while on duty within a Federal facility, their actions and responses, and the requirements of the agency.
Crime Detection, Assessment And Response (CHAPTER SIX, SGIM)	0.5	Acquaint the security officer with the care and caution (CHAPTER SIX, SGIM) exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security officer may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.

Subject	Hours	Scope
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	0.5	Define the security officer's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	0.5	Importance of properly prepared records, reports, and forms. Students shall receive examples and prepare sample records, reports, and forms that they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	1	Instructor shall discuss various types of special situations which security officers may respond to, such as providing escorts, controlling traffic, and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security officers with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security officer's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTER ELEVEN, SGIM)	2	Weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	1	Workplace violence, who commits violent acts and why, security officer response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	1	Discuss and provide field practice in crowd control to teach the security officers how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Place emphasis on effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	1	Procedures security officers will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Place emphasis on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	1	Lecture and practical applications to instruct security officers on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	0.5	Defining the terms of sabotage and espionage and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	3	Lecture and practical applications to instruct Security Officers in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.

Subject	Hours	Scope
X-Ray and Metal Detectors	8	In addition to eight hours of Government-provided screener training, Contractor will have student view training presentation via Government-provided (FPS) DVD titled; <i>Bomb Component Detection</i> (D09-118, dated 08-04-09). This DVD is For Official Use Only (FOUO)

Exhibit 4F

Government-Provided Orientation Training

Contractor must coordinate with COTR to schedule Government provided basic training to all students who have not had basic training. Hours listed in the “Hours” column are times the Government estimates it needs to effectively cover material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. There may be some fluctuation in actual time covered for each subject, but total training time will not exceed 8 hours.

8 Hours

Subject	Hours	Scope
Rules and Regulations	1	FPS’ jurisdiction within Federal property and the Rules and Regulations under which they are operated (41 CFR 102-74). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved.
Bomb Threats and Natural Disaster Responses	2	Instructor(s) will present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the FPS Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract security officers receive training in bomb search procedures.
Report Writing, Notes and Required FPS Forms	3	<p>Develop an understanding of the types and required FPS Forms, and necessity of field notes and reports expected from the security officer. Discuss the use, value, and purpose of reports and field notes. Special instruction in the preparation of GSA Form 3155, Preliminary Investigation, and GSA Form 3157, Crime Analysis.</p> <p>Instructor(s) will review and discuss the importance of the following forms:</p> <ol style="list-style-type: none"> a. Preliminary Investigation 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. Officer and Inspectors Register h. Security Officers Hourly Report i. Special forms unique to the facility used in the performance of the Contract duties

Subject	Hours	Scope
Telephone and Radio Communications	1	The use of telephone and radio communications techniques. Instruction will present standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.
Role of Local, State and Federal Police Agencies	1	The security officers' relationship to other law enforcement agencies. Each security officer should understand their role, as required by the Contract, in enforcement of Building Rules and Regulations, agency policy, special requirements of the FPS Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups.

Exhibit 4G

Government-Provided Screener Training

COTR will provide Contractor with training locations and dates. Contractor will provide COTR with a roster identifying PSO that will attend each training session.

Instruction may include device nomenclature, performance testing, and operations of security equipment and manual security techniques. Instruction may also include audio and video training presentations. There may be some fluctuation in actual time covered for each subject, but total training time will not exceed eight (8) hours.

Each student attending training shall bring a bag, backpack, or purse filled with normal household or personal items (e.g. clothing, shoes, hairbrush, etc.) for use during the training. Student bags shall not contain weapons.

8 Hours

Subject	Scope
Facility Entry Control Authorities and Directives	Instruction will include Lecture on FPS Facility Entry Control Directive to include rules, regulation, laws related to PSOs screening duties.
Patrol and Response Post	Instruction will include lecture and practical application related to PSO duties manning Patrol and Response Post to provide surveillance and over-watch at a screening station.
Metal Detector Operator (Walk Through Metal Detector and Hand Held Metal Detector)	Instruction will include lecture and practical application related PSO duties operating a walk through and/or hand-held metal detector at a screening station.
X-ray Machine Operator	Instruction will include lecture and practical application related to PSO duties operating an X-ray Machine at a screening station.

Exhibit 5

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Exhibit 6 PTS Instructions

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Exhibit 7

Medical Questionnaire and Physical Abilities Test Manual

Protective Security Officers (PSO) Medical Examination and Certification Standards

General Background

PSOs provide integrated law enforcement support and security services daily to millions of tenants and visitors at federally owned/leased facilities nationwide. PSOs present a visible deterrent, safeguard and secure government assets, and provide a safe and secure environment for employees and visitors.

Medical Exam Questionnaire and Certification of Standards

Purpose of Medical Exam Questionnaire is to guide physicians in determining a PSO candidate's medical fitness to perform job tasks. This questionnaire contains both specific medical standards and direction as to when additional diagnostic testing may be required. **A licensed physician must review and complete this Questionnaire.** *A licensed physician's determination of a limiting condition will result in a failure to meet required medical standards.* Questionnaire has three sections and two attachments:

- **Section 1:** Critical Tasks Performed by PSOs identifies medical and physical limiting tasks.
- **Section 2:** Medical Exam Questionnaire includes licensed physician's review of specific standards for vision, hearing, cardiovascular fitness, musculoskeletal condition, and general health.
- **Section 3:** Conclusions provides licensed physician an opportunity to communicate their observations and determine a conclusion on candidate's ability to perform job functions.
- **Attachment 1:** PSO Functions and Tasks details minimum set of specific tasks all PSOs are expected to perform.
- **Attachment 2:** Physical Abilities Testing Manual provides detailed instructions for administering submaximal stamina test for PSOs.

Section 1: Critical Tasks

PSOs must have the physical capacity and training to accomplish common and occasional tasks. Checklist below is based on an abbreviated and consolidated list of critical tasks (Attachment 1) that are indicative of demands placed upon PSOs. Critical Tasks are divided into two types:

- **Common Critical Tasks**: Normal, everyday duties.
- **Occasional Critical Tasks**: Occur less frequently, but are critical to successful job performance and public safety.

PSOs may be exposed to a wide variety of environmental conditions including, but not limited to:

- Working outdoors
- Excessive heat
- Excessive cold
- Constant noise
- Slippery or uneven walking surfaces
- Working around moving objects or vehicles
- Shifts lasting eight or more hours while working alone
- Frequent, close contact with members of the public
- Potential threats or security risks, whether physical or verbal
- Construction environment and associated hazard

Common Critical Tasks	
1	Stand post at the entry/exit gates to verify all persons' identification and conduct inquiries and surveillance of items, packages, and people. Check packages, briefcases, containers, or any other items in the possession of people entering or leaving a Federally controlled facility.
2	Operate metal detectors to search visitors for prohibited items. Operate x-ray machine to search deliveries, visitors' packages, equipment, and hand carried articles for prohibited items.
3	Monitor security and fire alarms and closed-circuit television to detect security risks or threats.
4	Conduct vehicle inspection, which may include inspecting under seats, in the trunk, and under the vehicle.
5	Conduct patrols in accordance with routes and schedules contained in post orders. Inspect facilities and perimeters for hazards, mechanical problems, and unsafe conditions and report problems to appropriate authorities. Close and secure open windows, doors, gates, or other access points.
6	Investigate the source of suspicious odors and sounds.
7	Patrol locations in areas which are a potentially hazardous to the public (e.g., construction sites).
8	Observe unique characteristics of an individual for identification purposes. Observe a person's body language to assess attitude and intention.
9	Close off areas to traffic, establish perimeters, and set up barricades to secure incident scenes or facilities.
Occasional Critical Tasks	
1	Locate and review documents and information (e.g., logs, lists). Read memos and other written material to obtain and maintain knowledge. Review maps, floor plans, diagrams, or other information to become familiar with facility and property boundaries.
2	Use defensive tactics to prevent or control movements of individuals.
3	Subdue violent persons with or without assistance. Break up fights. Disarm individuals.
4	Apply handcuffs to individuals who are displaying erratic or violent behavior.
5	Use baton or chemical spray to temporarily incapacitate a violent individual. Participate in training in the use of chemical agents, restraining devices, and batons to be used in emergency situations.
6	Discharge firearm during daylight or in dark or low light environment while using flashlight.
7	Evacuate individuals from dangerous and/or life threatening situations.
8	Administer cardio-pulmonary resuscitation (CPR).
9	Pursue fleeing individual on foot.

VISION																						
QUESTIONS TO DETERMINE ELIGIBILITY	CIRCLE																					
<p>1. Does candidate wear corrective lenses? If yes, in the below chart indicate with a check mark the type of lenses used and which lenses are used most frequently, and identify the prescription strength:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr style="background-color: black; color: white;"> <th style="width: 30%; padding: 5px;">Visual Aid</th> <th style="width: 20%; padding: 5px;">Yes</th> <th style="width: 20%; padding: 5px;">Used Most Frequently</th> <th style="width: 30%; padding: 5px;">Prescription Strength</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Glasses</td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> </tr> <tr> <td style="padding: 5px;">Soft Contact Lenses</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">Hard Contact Lenses</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">Gas Permeable Lenses</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Visual Aid	Yes	Used Most Frequently	Prescription Strength	Glasses				Soft Contact Lenses				Hard Contact Lenses				Gas Permeable Lenses				Yes	No
Visual Aid	Yes	Used Most Frequently	Prescription Strength																			
Glasses																						
Soft Contact Lenses																						
Hard Contact Lenses																						
Gas Permeable Lenses																						
2. Does candidate have 20/30 vision while using both eyes?	Yes	No																				
<p>3. Visual Acuity: Identify candidate's visual acuity with and without corrective lenses. If the candidate does not wear corrective lenses insert "NA".</p> <p style="text-align: center;">Normal Acuity: _____ Corrective Acuity: _____</p>																						
4. Is candidate capable, in at least one eye, of reading a minimum of Jaegar Number 2 or equivalent type and size letter at a distance of no less than 12 inches on a standard Jaegar chart?	Yes	No																				
5. Does candidate exhibit normal color vision?	Yes	No																				
6. Does candidate exhibit any visual conditions that may impact their ability to perform critical tasks of a PSO? For example, peripheral vision deficits or night blindness.	Yes	No																				
7. Use this section to explain any limiting factors or why candidate does not meet above requirements for vision.																						

HEARING		
QUESTIONS TO DETERMINE ELIGIBILITY	CIRCLE	
1. Does candidate require use of a hearing aid?	Yes	No
2. Does candidate have hearing less than or equal to 25db?	Yes	No
3. Identify candidate's average hearing (corrected, if applicable) across the following 500, 1000, 2000, and 3000 Hz levels: _____ db		
4. Does candidate have hearing less than or equal to 45db?	Yes	No
5. Identify candidate's hearing (corrected, if applicable) at the 4000 and 5000 Hz levels: _____ db		
6. Does candidate have a hearing variance between left and right ears? If yes, identify the ear with more hearing loss? Left _____ Right _____ What is difference between 500 to 3000 Hz range? _____ db Required: Test candidate further for sound localization deficiency if difference exceeds 15 db. What is the difference between 4000 to 5000 Hz range? _____ db Required: Test candidate further for sound localization deficiency if difference exceeds 30 db.	Yes	No
7. Does candidate present evidence of inner/middle/outer ear disorders affecting equilibrium?	Yes	No

CARDIOVASCULAR SYSTEM

The physician should administer the Physical Ability Test (Attachment 2) or review the results of the hiring agency's administered physical abilities test prior to completing this section.

QUESTIONS TO DETERMINE ELIGIBILITY

1. Identify candidate's aerobic capacity in **METs** _____ or in **VO2 Max** _____

Required standard: Minimum nine (9) METs or 31.5 ml/kg/min VO2 Max

2. Identify candidate's resting blood pressure:

mmHg Systolic _____ mmHg Diastolic _____

Required standard: Maximum 180 mmHg systolic, 90 mmHg diastolic.

3. Use this section to explain any limiting factors or why candidate does not meet the above requirements for the cardiovascular system.

MUSCULOSKELETAL SYSTEM		
QUESTIONS TO DETERMINE ELIGIBILITY	CIRCLE	
1. Does candidate exhibit full range of motion?	Yes	No
2. Is candidate able to easily get up and down from a kneeling position?	Yes	No
3. Is candidate able to lift 40 pounds minimum from floor to waist?	Yes	No
4. Is candidate able to bench press at least 40% of their body weight?	Yes	No
5. Is candidate able to perform sit-ups and pushups continuously for at least 30 seconds? <i>Note: The candidate is to perform this task without stopping, irrespective of number of repetitions. This task tests candidate's strength, range of motion, and flexibility while performing a certain continuous motion for 30 seconds. It is not designed to test candidate's ability to do sit-ups and/or pushups.</i>	Yes	No
6. Use this section to explain any limiting factors or why candidate does not meet the above requirement for the musculoskeletal system.		

GENERAL HEALTH

QUESTIONS TO DETERMINE ELIGIBILITY	CIRCLE	
<p>Conditions listed below could potentially influence a PSO's performance; these conditions would not solely exclude a candidate from a PSO position, but serve as indicators for further review. Physician's evaluation will determine if a condition limits a candidate's ability to perform tasks (Attachment 1).</p>		
1. Does candidate exhibit a loss of sense of smell, aphonia, or other abnormalities of nose, throat, or ears that may prevent successful task performance?	Yes	No
2. Does candidate exhibit evidence of chronic bronchitis, emphysema (moderate or severe), infectious pulmonary tuberculosis, or other respiratory abnormalities that may prevent successful task performance?	Yes	No
3. Does candidate exhibit evidence of eczema, psoriasis, dermatitis, or other dermatological condition that may prevent successful task performance?	Yes	No
4. Does candidate exhibit evidence of a gastrointestinal issue that may prevent successful task performance? (Candidate may be required to stand or walk continuously for eight (8) hours without regular access to a restroom.)	Yes	No
<p>5. Use this section to explain any limiting factors or why candidate does not meet the above requirements for general health.</p>		

Section 3: Conclusions

Summarize below any medical findings which, in your opinion, would limit this candidate from successfully performing PSO tasks or would otherwise make this candidate a hazard to himself/herself or others. Check appropriate section.

_____ No limiting conditions noted.

_____ Limiting conditions described below. (Identify appropriate questionnaire type and associated number. If additional space is necessary, use reverse side of this page.)

Signature: _____ **Date:** _____

Examining Physician's Name _____
(Print or stamp):

Address: _____

Telephone: _____

PSO Specific Tasks (6 Core Areas/84 total tasks)

These tasks entail the minimum set of specific tasks all PSOs are expected to perform

Access Control

1	Stand post at the entry/exit points to verify all persons' identification and conduct inquiries and surveillance of suspicious items, packages, and people.
2	Ensure individuals do not depart with government material unless they are authorized to do so.
3	Verbally challenge individuals who are approaching restricted areas.
4	Direct individuals who cause a disturbance to leave the property.
5	Operate traffic control points.
6	Close off areas to traffic, establish perimeters, and set up barricades to secure incident scenes or facilities.
7	Control access to incident scenes.
8	Help ensure integrity of a crime scene, maintaining it in its original condition until law enforcement personnel take over.
9	Coordinate the receipt, issuance, and tracking of all keys, key cards, lock combinations, vehicle passes/decals, etc.
10	Identify suspicious persons or vehicles.

Screening

1	Inspect packages, briefcases, containers, or any other items in the possession of people entering or leaving a federally controlled facility.
2	Operate metal detectors to search visitors for prohibited items.
3	Operate x-ray machine to search deliveries and visitors' packages, equipment, and hand carried articles for prohibited items.
4	Conduct vehicle inspection, which may include inspecting under seats, in the trunk, and under the vehicle.
5	Conduct frisks or pat downs for weapons or other unauthorized items.

Visitor Processing

1	Verify proper identification of visitors required for issuance of visitor badges.
2	Process visitors.

Patrol and Response

1	Inspect appropriate countermeasures, including facility critical protection points and classified containers.
2	Inspect facilities for hazards, mechanical problems, and unsafe conditions and report problems to appropriate authorities.
3	Close and secure open windows, doors, gates, or other access points.
4	Manually open and close heavy gates and doors.
5	Conduct patrols in accordance with routes and schedules contained in post orders.
6	Inform dispatcher of present status and changes in conditions.
7	Patrol locations in areas which are potentially hazardous to the public (e.g. construction sites).
8	Inspect the perimeter, property, and buildings for hazards, intruders, and suspicious activities.
9	Observe the environment for suspicious vehicles or persons on or around Federal property.
10	Review maps, floor plans, diagrams, or other information to become familiar with facility and property boundaries.
11	Evacuate individuals from dangerous and/or life threatening situations.
12	Guide and assist First Responders (e.g., with scene management or security).
13	Assess the condition of injured individuals.
14	Perform basic first aid in response to emergencies.
15	Administer cardio-pulmonary resuscitation (CPR).
16	Administer/deploy automatic external defibrillator (AED).
17	Use fire extinguisher to put out a minor fire.
18	Request emergency assistance in response to traffic accidents.
19	Assist in conducting accident and incident scene searches and investigations (e.g., check visitor logs, video) in search of relevant evidence and information to determine the facts of the situation.
20	Follow directions to and respond to emergency and routine calls for service until the situation is resolved or until relieved by a higher authority.

21	Investigate the source of suspicious odors and sounds.
22	Pursue fleeing individual.
23	Escort money, valuables, or people to provide security.
24	Escort facility tenants and visitors to and/or from their vehicles after hours.
Control Center Operations	
1	Check radio equipment for proper operation.
2	Monitor security and fire alarms and closed-circuit television to detect security risks, threats, or prohibited items carried by visitors.
3	Dispatch PSOs in response to calls for service, alarms, or emergencies.
Common Tasks	
1	Report potentially threatening situations and violations of law and security procedures.
2	Observe unique characteristics of an individual for identification purposes.
3	Collect information about stolen or missing property or suspicious activities to aid investigations.
4	Take detailed field notes so reports can be completed.
5	Write and/or speak situation reports regarding security related information (e.g., accidents, bomb threats, unlawful acts, characteristics of individuals).
6	Communicate with individuals to establish rapport.
7	Adjust communication to ensure understanding.
8	Provide direction or information to tenants or visitors.
9	Advise persons relative to problems, situations, etc.
10	Encourage people to approach by using effective non-verbal communication (e.g., making eye contact, smiling, greeting a person cordially, and nodding).
11	Communicate with rude or abusive people.
12	Use body language to project control and influence.
13	Use voice commands to project control and direct actions.
14	Explain rules, regulations, and procedures to individuals.
15	Interact with a subject who does not speak English.
16	Interact with a subject who has communication impairment (e.g., is deaf, has a speech impediment).
17	Interact with a subject who has mobility impairment (e.g., is blind, is wheelchair bound).
18	Interact with public, including children.
19	Interview witnesses to obtain description of possible suspects or description of what happened.
20	Advise appropriate personnel of potentially hazardous conditions (e.g., slippery floors).
21	Communicate with first responders.
22	Testify in court regarding criminal activity or other incidents.
23	Report misconduct of other Security Officers.
24	Ensure that all security equipment is activated and operating properly; if not, report to proper authority.
25	Inventory physical objects (e.g., keys, keycards, vehicles, visitor badges) and log accordingly.
26	Locate and review documents and information (e.g., logs, lists).
27	Read memos and other written material to acquire and maintain knowledge.
28	Participate in search for missing child.
29	Activate alarm systems.
30	Provide backup assistance to Law Enforcement Officers and other PSOs.
31	Maintain situational awareness regarding individuals' body language, projected attitudes, and intentions.
32	Care for and maintain firearms.
33	Participate in firearms training.
34	Participate in training in the use of intermediate force weapons to be used in emergency situations.
35	Use intermediate force weapon to temporarily incapacitate a violent individual.
36	Operate firearm to protect self and others.
37	Maintain positive control and retention of firearms and intermediate weapons at all times.
38	Use defensive tactics to prevent or control movements of individuals.
39	Defend against violent combative person(s) to prevent injury to self or others.
40	Physically control individuals displaying disruptive or violent behavior, to include applying handcuffs.

Physical Ability Standard

This Manual provides detailed instructions for administering submaximal stamina test for Protective Security Officers (PSOs). Physical ability standards for PSOs are based on an extensive job analysis and are designed to ensure that candidates will be able to perform assigned tasks.

Aerobic Capacity Test Administration

To insure a candidate possesses adequate aerobic power (stamina), a standardized aerobic capacity test is administered. Aerobic test is a submaximal effort. Maximum oxygen consumption is estimated, rather than measured. **Required standard is 9 METs or VO₂max of 31.5 ml/kg/min.**

Licensed physician or hiring agency may use any of the three methods listed below for administering this test:

1. **Step Test:** Heart rate is monitored while the candidate steps up and down from a bench 10 or 11 inches high and large enough such that a candidate can safely step up and down without risk for six minutes. Stepping rate ranges from 18 to 24 ascents per minute. Heart rate, step rate, and bench height are used to compute the candidate's maximum aerobic power in mL/kg/min (American College of Sports Medicine, 1980; Astrand and Rodahl, 1986).
2. **Stepmill Test:** Heart rate is monitored while the candidate steps on a moving tread with two stepping rates of 18 and 24 ascents per minute. The workload is increased after the first three minutes. Heart rate, step rate, and workload are used to compute the candidate's maximum aerobic power in mL/kg/min (American College of Sports Medicine, 1980; Astrand and Rodahl, 1986).
3. **Treadmill Test:** Heart rate is monitored while the candidate walks/jogs on a motorized treadmill at a known speed and inclination. The workload is increased after the first three minutes by increasing the inclination of the treadmill. Heart rate and treadmill speed and inclination are used to compute the candidate's maximum aerobic power in mL/kg/min (American College of Sports Medicine, 1980; Astrand and Rodahl, 1986).

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Required Equipment:

- Step bench, stepmill, or treadmill
 - Step Bench must be 10 or 11 inches high, at least 36 inches wide and at least 24 inches deep.
 - Stepmill must be designed for commercial use with treads at least 20 inches wide by 60 inches long with a tread height of eight (8) inches.
 - Treadmill must be designed for commercial use, motorized, and capable of differential speed and inclination.
- Heart rate monitor with extra sensor belt
- Stopwatch
- Metronome
- Calculator
- Well-ventilated room with constant comfortable temperature
- Writing utensils
- Telephone or call button to summon emergency medical assistance with emergency number clearly posted for reference

Candidate Requirements:

- Candidates should not eat, smoke, or drink caffeinated beverages at least two hours prior to test
- Candidates should avoid heavy physical exertion at least three hours prior to test
- Candidate should be free of infection, including colds, prior to test

Test Administrator Requirements:

- American Red Cross or American Heart Association certified in cardiopulmonary resuscitation at the basic rescue level
- Familiar with emergency procedures for the facility
- Completely familiar with the required equipment and testing instructions before administering any tests
- Maximum administrator to candidate ratio is one administrator to six candidates

Prior to Administering Test:

- Calculate and record candidate's resting heart rate (RHR) and maximum heart rate
- Determine and record heart rate at which to stop testing
- Read all instructions to candidate

Calculations:

Estimating Resting Heart Rate*		
Age and Health Condition	Male	Female
*If, at rest, the candidate displays a resting heart rate below the estimates listed, use the measured heart rate.		
Under 40, healthy in appearance, not estimated to be overweight, and from questioning, pursues an active lifestyle (work and/or recreation).	70	76
Under 40 and overweight or sedentary lifestyle, OR Over 40, not overweight, and active.	74	80
Over 40 and sedentary.	78	84

Estimating Maximum Heart Rate (HRmax)

Maximal heart rate does not differ substantially between genders, but does decrease with age. Following chart identifies an accurate estimate of HRmax and Heart Rate to Terminate Testing.

Determining Heart Rate at Which to Terminate Testing

A submaximal aerobic capacity test should be stopped if heart rate reaches 85% of candidate's estimated maximum. A table of age and predicted maximum heart rates and level to stop the testing is presented below. Testing without a licensed physician present is considered safe only up to 85% to 90% of maximum heart rate. This value can be determined by the following equation, and should be prominently recorded on a data sheet:

Heart Rate to Terminate Aerobic Capacity Test = $0.85 \times \text{Max HR}$

NOTE: Heart rate to terminate test (HRtt) could be set at even lower levels in instances where there is special concern about a given candidate (i.e., older candidate, or suspected very low fitness). Some facilities may elect to take a generally more conservative approach. To a certain extent, this can be accomplished without loss of accuracy.

Age	HRmax	HRtt		Age	HRmax	HRtt
21	199	169		44	184	156
22	199	169		45	183	156
23	198	168		46	183	155
24	197	168		47	182	155
25	197	167		48	181	154
26	196	167		49	181	153
27	195	166		50	180	153
28	195	165		51	179	152
29	194	165		52	179	152
30	193	164		53	178	151
31	193	164		54	177	151
32	192	163		55	177	150
33	191	163		56	176	149
34	191	162		57	175	149
35	190	161		58	175	148
36	189	161		59	174	148
37	189	160		60	173	147
38	188	160		61	173	147
39	187	159		62	172	146
40	187	159		63	171	146
41	186	158		64	171	145
42	185	157		65+	170	144
43	185	157				

Getting Started:

Attach heart rate monitor electrodes (belted or disposable), to candidate. Make sure heart rate monitor is in good working order and candidate's heartbeat appears as a regular rhythmic cursor on monitor. Read this statement to candidates prior to taking any test:

1. "You will be taking a test which will elevate your heart rate. You must get your physician's clearance before taking this test if you have:
 - Known or suspected heart disease
 - High blood pressure (hypertension)
 - Back problems
 - Chronic obstructive pulmonary disease such as asthma
 - Or if you are taking prescribed medication
2. You should also consider getting your physician's clearance if you:
 - Are in poor physical shape
 - Are over 35, don't exert yourself regularly in occupational or recreational endeavors like hiking, walking, running, etc.
 - Have any concerns about taking this test
3. You must stop taking test if you feel any of the following symptoms:
 - Pain or tightness in chest
 - Dizziness or light-headedness
 - Unusual shortness of breath
 - Any unusual pain
4. Testing procedures simulate demands of PSO position and are no direct reflection on your personal health. Unfortunately, there is a natural tendency to interpret these procedures as a physical examination which makes a definitive statement about a candidate's health. Thus, "failing" these tests can be a source of concern to a candidate. **THESE TESTS IN NO WAY SHOULD BE CONSTRUED AS A MEASURE OF YOUR PHYSICAL HEALTH."**

During Test:

Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:

- **Monitor** heart rate continuously.
- **Observe** candidate's physical condition.
- Occasionally **ask** candidate, "How are you doing?"
- Keep candidate **informed** on how much time remains during test.

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Step Test

Step bench shall be stable enough where a bench will not move and a candidate can safely step up and down.

The test protocol is as follows:

Level 1: Three minutes at 18 Steps per minute

Level 2: Three minutes at 24 Steps per minute

Test Administration

1. **Read to candidate:** "You will be stepping up and down on this bench for a period of six minutes or until your heart rate reaches 85% of your age predicted maximum, whichever comes first." (Note: *Test Administrator shall provide figures of maximum heart rate and 85% heart rate to candidate.*)
2. **Read to candidate:** "It is important that on going up, you go all the way to where your leg is straight and your body is erect. (Demonstrate action). You may change lead legs, as you desire. (Demonstrate action). Your heart rate will be monitored during the entire test." (Note: *Have each candidate try three to five ascents with metronome audible, to acquire "feel" before starting test.*)
3. After candidate has had a few successful attempts, tell them to stop and stop metronome.
4. **Read to candidate:** "Are you ready?" (Note: *Start metronome at 18 steps per minute (72 beats per minute on metronome).*)
5. **Read to candidate:** "Begin test." (Note: *Start stopwatch as candidate starts their first step.*)
6. Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:
 - a. **Monitor** heart rate continuously.
 - b. **Observe** candidate's physical condition.
 - c. Occasionally **ask** candidate, "How are you doing?"
 - d. Keep candidate **informed** on how much time remains during test.

TERMINATE TEST IF CANDIDATE DOES NOT FEEL HE/SHE CAN COMPLETE SIX MINUTES

TERMINATE TEST IF ANY SYMPTOMS LISTED IN PRECAUTIONS OCCURS

- a. If candidate's heart rate exceeds 85% of age predicted maximum**
- b. Candidate is not physically qualified**
- c. He/she may be over stressed by test**

DO NOT DISCUSS PERFORMANCE OR SCORES

7. Monitor candidate's pace. If candidate is markedly faster or slower than cadence, have him/her adjust accordingly. Take note of candidate's motion; coming to a fully erect position on each ascent; remind candidate if necessary.
8. Starting at two minutes and zero seconds, count number of complete steps taken during next 30 seconds. (i.e. stop counting at two minutes and 30 seconds). This value, multiplied by two, will be the step rate for Stage 1.
9. At two minutes and 45 seconds, tell candidate you are about to increase speed of test.
10. At two minutes and 55 seconds, note and record candidate's heart rate.
11. Increase speed of the metronome to 24 steps per minute (96 beats per minute on metronome).
12. Starting at five minutes and zero seconds, count number of complete steps taken during next 30 seconds (i.e. stop counting at five minutes and 30 seconds). This value, multiplied by two, will be the step rate for Stage 2.
13. At five minutes and 30 seconds, tell candidate: "30 seconds to go."
14. At five minutes and 50 seconds, tell candidate: "10 seconds to go."
15. At five minutes and 55 seconds, candidate should be starting her/his next to last ascent.
16. During ascent, tell candidate, "one more" and pause until he/she is starting last ascent and say: "Stop."
17. Note and record time at which candidate stopped test.
18. Note and record candidate's heart rate when test stopped.
19. It is useful to note time of day so time between tests may be determined.

Scoring the Step Test

If candidate fails to complete at least five minutes of six minute test, score candidate as unqualified for any strenuous jobs. Estimates of METmax would be unreliable in this circumstance.

If candidate completes at least five minutes of six minute test, then predicted aerobic power (aerobic capacity or METmax), may be obtained.

Calculation of aerobic capacity entails using data from final stage of step test. A generalized equation which uses data of a single stage (i.e. the last stage) is as follows:

For hand calculation of METmax using an 11" bench:

$$\text{METmax} = \frac{[\text{HRR}\{(0.2917 * \text{Step Rate}) - 1\} / (\text{FHR} - \text{RHR})] + 1}{1}$$

For hand calculation of METmax using a 10" bench:

$$\text{METmax} = \frac{[\text{HRR}\{(0.2737 * \text{Step Rate}) - 1\} / (\text{FHR} - \text{RHR})] + 1}{1}$$

Where:

Step Rate = Stepping rate on bench (e.g. 24 steps per minute or 18 steps per minute etc.).

FHR = Final Heart Rate at the end of the stepping period.

RHR = Resting Heart Rate.

HRR = Heart Rate Reserve (Age Predicted HR Max - RHR).

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Stepmill Test

Test protocol is as follows:

Level 1: Three minutes at 4 METs, 18 steps per minute

Level 2: Three minutes at 7 METs, 24 Steps per minute

Test Administration

1. Read to candidate: “You will be stepping up and down on this stepmill for a period of six minutes or until your heart rate reaches 85% of your age predicted maximum, whichever comes first. (Note: *Administrator should provide maximum heart rate and 85% heart rate figures to candidate.*) You can rest your hands on the rail but you cannot exert any pressure or press down on the handrails while stepping. Your heart rate will be monitored during entire test.”
2. Have candidate try stepmill for up to one minute or until candidate says he or she feels comfortable and has the feel of stepping in the stepmill before starting test.
3. After they have had a brief period to get acclimated, tell them to stop.
4. Read to candidate: "Are you ready?"
5. Start the stepmill program and verify that it is on Level 1.
6. Read to candidate: “Begin test.” (Note: *The timer should start counting from zero.*)
7. Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:
 - a. **Monitor** heart rate continuously.
 - b. **Observe** candidate's physical condition.
 - c. Occasionally **ask** candidate, "How are you doing?"
 - d. Keep candidate **informed** on how much time remains in test.

TERMINATE TEST IF CANDIDATE DOES NOT FEEL HE/SHE CAN COMPLETE SIX MINUTES.

TERMINATE TEST IF ANY SYMPTOMS LISTED IN PRECAUTIONS OCCURS:

- a. **If candidate's heart rate exceeds 85% of age predicted maximum**
- b. **Candidate is not physically qualified**
- c. **He/she may be over stressed by test**

DO NOT DISCUSS PERFORMANCE OR SCORES.

8. At two minutes and 45 seconds, tell candidate that you are about to increase the speed of test.
9. At two minutes and 55 seconds, note and record heart rate.
10. Proceed to Level 2 on stepmill. (Note: *Should be programmed to increase intensity automatically.*)
11. At five minutes and 30 seconds, tell candidate: “30 seconds to go.”
12. At five minutes and 50 seconds, tell candidate: “10 seconds to go.”
13. At five minutes and 55 seconds, candidate should be starting her/his next to last ascent.
14. During ascent, tell candidate, “One more” and pause until he or she is starting last ascent and say: “Stop.”
15. Note and record time at which candidate stopped test.
16. Note and record candidate's heart rate when test is stopped.
17. It is useful to note time of day so time between tests may be determined.

Scoring the Stepmill Test

If candidate fails to complete at least five minutes of six minute test, score candidate as unqualified for any strenuous jobs. Estimates of METmax would be unreliable in this circumstance.

If candidate completes at least five minutes of six minute test, then predicted aerobic power (aerobic capacity or METmax) may be obtained.

Calculation of aerobic capacity entails using data from final stage of the Stepmill Test. A generalized equation which uses the data of a single stage (i.e. last stage in which the exercise intensity level was 7 METs) is as follows:

$$\text{METmax} = [\text{HRR} * 7 - 1] / (\text{FHR} - \text{RHR}) + 1$$

Seven (7) = METs during Level Two (2) or second stage of test

FHR = Final Heart Rate at the end of the stepping period

RHR = Resting Heart Rate

HRR = Heart Rate Reserve (Age Predicted HR Max - RHR)

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Treadmill Test

Test protocol is as follows:

Level 1: Three minutes at three miles per hour, 2.0% incline

Level 2: Three minutes at three miles per hour, 7.0% incline

Test Administration

1. Read to candidate: "You will be walking on a treadmill for a period of six minutes or until your heart rate reaches 85% of your age predicted maximum, whichever comes first (Note: *Administrator should provide the maximum heart rate and 85% heart rate figures to the candidate*). It is important you maintain a comfortable gait. Your heart rate will be monitored during entire test."
2. Have candidate try walking on treadmill for up to one (1) minute or until candidate says he or she feels comfortable and has the feel of stepping in treadmill before starting test.
3. After they have had a brief period to get acclimated, tell them to stop.
4. Read to candidate: "Are you ready?"
5. Start treadmill program and verify it is on Level 1.
6. Read to candidate: "Begin test." (Note: *The timer should start counting from zero.*)
7. Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:
 - a. **Monitor** heart rate continuously.
 - b. **Observe** candidate's physical condition.
 - c. Occasionally **ask** candidate, "How are you doing?"
 - d. Keep candidate **informed** on how much time remains in test.

TERMINATE TEST IF CANDIDATE DOES NOT FEEL HE/SHE CAN COMPLETE SIX MINUTES.

TERMINATE TEST IF ANY SYMPTOMS LISTED IN PRECAUTIONS OCCURS:

- **If heart rate exceeds 85% of age predicted maximum**
- **Candidate is not physically qualified**
- **He/she may be over stressed by the test**

DO NOT DISCUSS PERFORMANCE OR SCORES.

8. Monitor pace and placement on treadmill. If candidate begins to move to back of treadmill, have him or her speed up and move to front.
9. At two minutes 45 seconds, tell candidate that you are about to increase incline of treadmill.
10. At two minutes and 45 seconds, note and record heart rate.
11. Proceed to Level 2 on treadmill. (Note: *Should be programmed to increase intensity automatically.*)
12. At five minutes and 30 seconds, tell candidate: “30 seconds to go.”
13. At five minutes and 50 seconds, tell candidate: “10 seconds to go.”
14. At five minutes and 55 seconds, tell candidate: “Five (5) seconds to go.”
15. At six minutes, say: “Stop.”
16. Note and record time at which candidate stopped test.
17. Note and record candidate's heart rate when test is stopped.
18. It is useful to note time of day so time between tests may be determined.

Scoring the Treadmill Test

If candidate fails to complete at least five minutes of six minute test, score candidate as unqualified for any strenuous jobs. Estimates of METmax would be unreliable in this circumstance.

If candidate completes at least five minutes of six minute test, then predicted aerobic power (aerobic capacity or METmax) may be obtained.

Calculation of aerobic capacity entails using data from final stage of treadmill test. A generalized equation which uses data of a single stage (i.e., the last stage) is as follows:

$$\text{METmax} = \frac{\text{HRR} [(\text{MET Cost of Stage}) - 1] + 1}{\text{FHR} - \text{RHR}}$$

$$\text{MET Cost of Stage} = [22.86 \times (0.1 + 1.8 \times G)] + 1 \text{ @ 3 mph}$$

G = % grade as a decimal fraction (e.g., 7.5% = 0.075)

Note: For the recommended Treadmill Test the energy cost values are as follows:

Stage 1:4.3 METS at three (3) mph, 2.0% inclination; 6.4 METS at three (3) mph, 7.0% inclination.

FHR = Final Heart Rate at the end of the stepping period

RHR = Resting Heart Rate

HRR = Heart Rate Reserve (Age Predicted HR Max - RHR)

NOTE: Above equation can be used for any single stage treadmill test. If multiple stage test has been administered, use final stage data to calculate the MET score.

Exhibit 8A

Contractor-Provided Uniform Items

1. Facility:

2. Uniforms: Contractor Uniform Items

Contractor shall furnish uniform clothing items, as indicated below, to PSOs performing on Contract. Badges, patches, and other approved devices worn on uniforms shall carry distinctive company markings and in compliance with applicable state and local laws.

Note: Regional Directors, or designee, may authorize adjustments to uniform clothing items to account for varying climate zones.

3. Uniform Requirements:

Uniform Components	Description	Color	Qty
Body Armor	Minimum NIJ Level IIA with Concealed Carrier	Black	
Boots	Pair, Quarter	Black	
Cap	Baseball Style	Black	
Cap	Faux Fur Trooper Style	Black	
Double Magazine Case or Speed Loader Case	Nylon, Compatible with Specified Weapon	Black	
Duty Belt "Keepers"	Nylon	Black	
Expandable or Straight Police Baton	With Holder	Black	
Glove and Microshield Pouch	Nylon, Slide on Belt Type, Holds Set of Single Use Disposable Gloves and One (1) Single Use Disposable Microshield	Black	
Gloves	Winter, Pair	Black	
Handcuff Case	Nylon	Black	
Handcuffs and Keys	Meets NIJ 0307.01		
Jacket	Winter, Patrol Type	Black	
Jacket	Nylon Windbreaker	Black	
Key Strap with Flap	Nylon	Black	
Level II Firearm Retention Holster	Nylon, Slide on Belt Type with Hammer Safety Strap (Left/Right as Required)	Black	
Microshield	Single Use, Disposable		
Nameplate	2-1/2" x 5/8" Metal Plate with Rounded Edges and 1/4" Lettering Identifying First Initial and Last Name	Gold Metal with Black Lettering	

Uniform Components	Description	Color	Qty
Necktie	Clip-on	Black	
Oleoresin Capsicum (OC) or Combination OC- CS Orthochlorobenzaimalonitril e Canister	2.0 ounce Non-Flammable Flip Top Safety Canister with Fog/Cone, Stream, or Foam Spray Pattern		
Oleoresin Capsicum (OC) case	Nylon, Slide on Belt Type	Black	
Pistol belt	Nylon without Shoulder Strap	Black	
Shirt, long sleeve	Insignia, Shoulder Patch	Light Gray	
Shirt, short sleeve	Insignia, Shoulder Patch	Light Gray	
Trouser	All Season Weight	Black	
Whistle	With Chain Attachment		
Flashlight w/holder	2-D Cell		

Exhibit 8B

Contractor-Provided Supplementary Equipment

1. Facility:

2. Supplementary Equipment: Contractor Equipment Items

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

3. Supplementary Equipment Requirements:

Equipment Item	Description/Color	Qty
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Exhibit 8C

Contractor-Provided Firearms and Ammunition

Contractor will provide PSOs, including part-time and reserve PSOs, with their own pistol. Select firearm that will be used:

Specifications	.38 Special 9mm	.40 S/W .357 SIG
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1. 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 magazines (three for each pistol) 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. Passively operated grip or trigger safeties are acceptable. 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 or 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 DAO
- Steyr M Series 9MM
- Springfield Armory XD in 9MM

Ammunition type is authorized: 110- 147 grain Jacketed Hollow Points. (If local statutes permit)

Recommended Brands: Federal, Speer, Winchester, Remington

2. Caliber .38 SPECIAL

The overall size shall not exceed 10.5” long, 5.5” high, and 1.55” wide and weigh no more than 42 oz. or less than 35 oz empty with a 4 inch non-ported, semi or fully shrouded (lugged) barrel. The pistol may be capable of firing either 38 Special +P or .357 Magnum cartridges although the duty caliber authorized is .38 Special +P. The cylinder shall hold 6 rounds and be opened with the manipulation of just one release. The double action trigger pull must not weigh more than 12 pounds and not less than 5 pounds.

The pistol shall have a blued or stainless steel finish and must be capable of being fired without the manipulation of an external safety. The normal function of the pistol shall be double action with the capability of being fired in a single action mode. The pistol must be operable by a right or left-handed user. With the exception of grips and small internal parts, it shall be an all-metal firearm.

All safeties must be internal and passive. A transfer bar type mechanism will be the primary safety to positively prevent contact between the hammer and firing pin or hammer and cartridge primer unless the trigger is pulled completely through its entire length of travel.

The sights must be fixed front and fixed, drift or fully adjustable rear.

The following pistols are recommended:

- Smith & Wesson Model 686 K or L frame
- Taurus Model 82 or 65
- Ruger GP 100 Series

Ammunition type authorized: 110 – 135 grain +P rated Jacketed Hollow Point. **(If local statutes permit)**
Recommended Brands: Federal, Speer, Winchester, Remington

3. Caliber .40 S&W

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 .40 S&W and not any larger. The magazines (three for each pistol) shall hold a minimum of 10 rounds and not more than 15. 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 must be capable of being fired without the manipulation of an external safety or cocking lever. Passively operated grip or trigger safeties are acceptable. 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 or 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 .40 Cal.
- Glock 22 & 23 .40 Cal.
- SIGARMS Sigpro .40 Cal.; P226 and P229
- Steyr M Series .40 Cal.
- Springfield Armory XD in .40 Cal.
- H&K USP (Variant 7 DAO) .40 Cal.

Ammunition type authorized: 155-180 grain Jacketed Hollow Point
Recommended Brands: Federal, Speer, Winchester, Remington

4. Caliber 357 SIG

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 .357 SIG. The magazines (three for each pistol) shall hold a minimum of 10 rounds and not more than 15. 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. Passively operated grip or trigger safeties are acceptable. 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 or 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 .357 SIG
- Glock 31 & 32
- SIGARMS Sigpro or P229 in .357 SIG
- Steyr M Series in .357 SIG
- Springfield Armory XD in .357 SIG

Ammunition type authorized: 125 grain Jacketed Hollow Point. (If local statutes permit)

Recommended Brands: Federal, Speer, Winchester, Remington

Exhibit 8D

Contractor-Provided Personal Protective Equipment

1. Facility: All facilities covered by this BPA/Contract

2. Personal Protective Equipment: Contractor Equipment Items

Contractor shall maintain a stock of the following personal protective equipment items for each officer, post, and location covered by this contract in quantities sufficient to furnish all productive and supervisory security officers performing on Contract with equipment for a two-week period. Contractor shall maintain all equipment in a ready and usable condition and replenish stock as necessary to ensure a two-week supply is available at all times.

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY
Eyewear	Blood and Air Borne Protection	*
Gloves	Medical Examination Gloves	*
Hand Sanitizer	Alcohol-Based	*
N95 Mask	Filtering Face Piece Respirator	*
Microshield	Single Use, Disposable	*

* As appropriate to supply each security officer this equipment for at least two weeks in performance of their duties. Contractor shall replace disposable continuous wear items such as masks and gloves over course of a PSOs shift as recommended by manufacturer to ensure maximum effectiveness of the item.

Exhibit 8E

Contractor-Provided Communication Equipment

1. Facilities:

2. Equipment: The Contractor shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios/cellular phones and described associated equipment/ to equip each security officer on post a method to communicate with FPS and the Post Tracking System.

Type of Equipment	Qty
Radio, portable, handy-talkie, four (4) watts, with Helifex antenna	
Charger, rapid rate, with legs	
Charger, rapid rate, slim-line, desktop	
Battery, rapid rate nickel-cadmium	
Standard carrying case, slim-line size	
Base Station	
Cellular telephone	
Cellular telephone charger	
Cellular telephone holder	

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

4. Normal, Emergency and Continuous Communications: All two-way portable radio units must have the capability of transmitting and receiving clear and concise vocal transmissions between the security officer, supervisory personnel and the Contractor's base station.

The cellular phones must have a telephone number with the local area code of the location of the post. The cellular phone will have the capability to receive and make calls without restrictions for having the capability for two-way communications between FPS, the Contractor, and the security officer personnel assigned to this Contract.

5. The Contractor will provide a listing of radio(s) and associated equipment used on this Contract to the COTR prior to standing post. The Contractor will provide a listing of cellular telephone numbers and the associated posts used on this Contract to the COTR prior to standing post.

Exhibit 8F Contractor-Provided Vehicles

1. Facility:

2. Equipment: Contractor Vehicle(s)

The Contractor shall furnish a vehicle or vehicles, as indicated below, for patrol at the facility, to transport supervisors in the course of supervision duties, and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the company. The vehicle(s) shall be available at all times during the life of the contract. The Contractor shall immediately replace a vehicle if the Contractor must remove it from operation for any reason(s). It is the Contractor's responsibility to register, insure, and provide proper maintenance for the vehicle(s). The vehicle(s) shall have the following equipment:

- Rotational emergency roof light in compliance with applicable state and local laws
- One (1) 10 – 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers
- One (1) conventional, universal first aid kit that contains an Airway pack, Cling bandages, and a minimum of two bite sticks

3. Vehicle Requirements:

Vehicle Type (Sedan/Truck/Segway/Bicycle etc)	Est. use miles/hours per day	Vehicle Type (Sedan/Truck/Segway/Bicycle etc)	Est. use miles/hours per day
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Exhibit 9A

Government-Provided Uniform Items

1. Facility:

2. Uniforms: Government Provided Uniform Items

The Government shall furnish uniform clothing items, as indicated below, to all productive and supervisor security officers performing on the Contract. Government furnished uniform items for wear and use only while on duty during the performance of this Contract.

3. Uniform Items:

Uniform Components	Description	Color	Qty
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Exhibit 9B

Government-Provided Supplementary Equipment

1. Facility:

2. Supplementary Equipment: Government Provided Equipment Items

The Government shall furnish the following supplemental equipment items for each security officer, post, or location as indicated to all productive and supervisor security officers performing on the Contract. It is the Contractor's responsibility to report maintenance issues and any damage regarding the associated equipment immediately to the COTR.

3. Supplementary Equipment Requirements:

Equipment Item	Description/Color	Qty
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Exhibit 9C

Government-Provided Personal Protective Equipment

1. Facility:

2. Personal Protective Equipment: Government Provided Equipment Items

The Government may furnish the following personal protective equipment items for each security officer, post, or location as indicated to all productive and supervisor security officers performing on the Contract. The Contractor shall maintain all equipment in a ready and usable condition.

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	Qty
Eyewear	Blood and Air Borne Protection	
Gloves	Medical Examination Gloves	
Hand Sanitizer	Alcohol-Based	
N95 Mask	Filtering Face Piece Respirator	
Microshield	Single Use, Disposable	

Exhibit 9D

Government-Provided Communications Equipment

1. Facilities:

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.

3. The Contractor will provide a receipt for radio(s) and associated equipment received from the Government for use on this Contract to the Contracting Officer's Representative.

4. The Contractor will report any damage or maintenance issues concerning this equipment immediately to the COTR.

Type of Equipment	Qty
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Exhibit 9E Government- Provided Property HSPD-12 Personal Identity Verification (PIV) Card Employee Application Process

A. Application.

1. Contractor shall provide employee forms listed below after employee receives favorable suitability determination from FPS; employee shall complete each form and return to Contractor.

- a. DHS Form 1100-14, Identification Access Control Card Request (Exhibit 2I)
- b. DHS Form 11000-27, Federal Emergency Response Official Designation Request (Exhibit 2J)

2. Contractor shall review forms identified in 1 (a) and (b) for completeness, then provide to COTR.

B. Sponsorship.

1. COTR will review forms for completeness, once verified, forward forms to HSPD-12 Program Office.

2. COTR will notify designated contractor representative regarding employee's sponsorship determination and provide information for enrollment. (See example below section C. 5)

C. Enrollment.

1. Government will notify Contractor of specific dates/times available for enrollment. Contractor shall schedule its employee(s) within those dates/times and ensure employee reports to enrollment station at scheduled time.

2. Employee must bring two valid forms of identification. Acceptable forms of identification can be found in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. (Exhibit 9F). At least one form of identification must be a Federal or State government issued photo identification.

3. If employee does not present acceptable forms of identification, appointment will be cancelled. Designated contractor representative is responsible for notifying COTR of cancelled appointment and re-scheduling appointment.

4. After enrollment process is complete, PIV card will be issued and activated. To activate PIV card, employee will be fingerprinted and required to provide a 6 to 8 numeric Personal Identification Number (PIN). PIN should be created to mitigate unauthorized use of PIV card.

5. Estimated Processing Time: 20 min/per person

Address*	Operating Days*	Hours*	Point of Contact
* Information will be provided by COTR			

Exhibit 9F

FORM 1-9: Lists of Acceptable Documents

LISTS OF ACCEPTABLE DOCUMENTS			
All documents must be unexpired			
LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST C Documents that Establish Employment Authorization	
LIST A	OR	LIST C	
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card 	OR	<ol style="list-style-type: none"> 1. Driver's license or 10 card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 	
<ol style="list-style-type: none"> 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 		<ol style="list-style-type: none"> 1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States 	
<ol style="list-style-type: none"> 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 	AND	<ol style="list-style-type: none"> 2. Certification of Birth Abroad issued by the Department of State (Form FS-545) 	
<ol style="list-style-type: none"> 4. Employment Authorization Document that contains a photograph (Form I-766) 		<ol style="list-style-type: none"> 2. ID card issued by federal, state or local government agencies or entities provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 	<ol style="list-style-type: none"> 3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
<ol style="list-style-type: none"> 5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form J-94 or Form J-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form 	AND	<ol style="list-style-type: none"> 3. School ID card with a photograph 	
<ol style="list-style-type: none"> 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI 		<ol style="list-style-type: none"> 4. Voter's registration card 	<ol style="list-style-type: none"> 4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
		<ol style="list-style-type: none"> 5. U.S. Military card or draft record 	<ol style="list-style-type: none"> 5. Native American tribal document
		<ol style="list-style-type: none"> 6. Military dependent's ID card 	<ol style="list-style-type: none"> 6. U.S. Citizen ID Card (Form I-197)
		<ol style="list-style-type: none"> 7. U.S. Coast Guard Merchant Mariner Card 	<ol style="list-style-type: none"> 7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		<ol style="list-style-type: none"> 8. Native American tribal document 	<ol style="list-style-type: none"> 8. Employment authorization document issued by the Department of Homeland Security
		<ol style="list-style-type: none"> 9. Driver's license issued by a Canadian government authority 	
		<p style="text-align: center;">For persons under age 18 who are unable to present a document listed above:</p>	
		<ol style="list-style-type: none"> 10. School record or report card 	
		<ol style="list-style-type: none"> 11. Clinic, doctor, or hospital record 	
		<ol style="list-style-type: none"> 12. Day-care or nursery school record 	

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

Exhibit 10

Federal Management Regulations

Subpart C, Conduct on Federal Property

(41 CFR 102-74)

Subpart C—Conduct on Federal Property

Applicability

§102-74.365—To whom does this subpart apply?

The rules in this subpart apply to all property under the authority of GSA and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations. Federal agencies must post the notice in the Appendix to this part at each public entrance to each Federal facility.

Inspection

§102-74.370—What items are subject to inspection by Federal agencies?

Federal agencies may, at their discretion, inspect packages, briefcases and other containers in the immediate possession of visitors, employees or other persons arriving on, working at, visiting, or departing from Federal property. Federal agencies may conduct a full search of a person and the vehicle the person is driving or occupying upon his or her arrest.

Admission to Property

§102-74.375—What is the policy on admitting persons to Government property?

Federal agencies must—

(a) Except as otherwise permitted, close property to the public during other than normal working hours. In those instances where a Federal agency has approved the after-normal-working-hours use of buildings or portions thereof for activities authorized by [subpart D](#) of this part, Federal agencies must not close the property (or affected portions thereof) to the public;

(b) Close property to the public during working hours only when situations require this action to provide for the orderly conduct of Government business. The designated official under the Occupant Emergency Program may make such decision only after consultation with the buildings manager and the highest ranking representative of the law enforcement organization responsible for protection of the property or

the area. The designated official is defined in [102-71.20](#) of this chapter as the highest ranking official of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials; and

(c) When property or a portion thereof is closed to the public, restrict admission to the property, or the affected portion, to authorized persons who must register upon entry to the property and must, when requested, display Government or other identifying credentials to Federal police officers or other authorized individuals when entering, leaving or while on the property. Failure to comply with any of the applicable provisions is a violation of these regulations.

Preservation of Property

§102-74.380—What is the policy concerning the preservation of property?

All persons entering in or on Federal property are prohibited from—

- (a) Improperly disposing of rubbish on property;
- (b) Willfully destroying or damaging property;
- (c) Stealing property;
- (d) Creating any hazard on property to persons or things; or
- (e) Throwing articles of any kind from or at a building or climbing upon statues, fountains or any part of the building.

Conformity With Signs and Directions

§102-74.385—What is the policy concerning conformity with official signs and directions?

Persons in and on property must at all times comply with official signs of a prohibitory, regulatory or directory nature and with the lawful direction of Federal police officers and other authorized individuals.

Disturbances

§102-74.390—What is the policy concerning disturbances?

All persons entering in or on Federal property are prohibited from loitering, exhibiting disorderly conduct or exhibiting other conduct on property that—

- (a) Creates loud or unusual noise or a nuisance;
- (b) Unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots;

- (c) Otherwise impedes or disrupts the performance of official duties by Government employees; or
- (d) Prevents the general public from obtaining the administrative services provided on the property in a timely manner.

Gambling

§102-74.395—What is the policy concerning gambling?

(a) Except for the vending or exchange of chances by licensed blind operators of vending facilities for any lottery set forth in a State law and authorized by section 2(a)(5) of the Randolph-Sheppard Act (20 U.S.C. 107 *et seq.*), all persons entering in or on Federal property are prohibited from—

- (1) Participating in games for money or other personal property;
- (2) Operating gambling devices;
- (3) Conducting a lottery or pool; or
- (4) Selling or purchasing numbers tickets.

(b) This provision is not intended to prohibit prize drawings for personal property at otherwise permitted functions on Federal property, provided that the game or drawing does not constitute gambling per se. Gambling per se means a game of chance where the participant risks something of value for the chance to gain or win a prize.

Narcotics and Other Drugs

§102-74.400—What is the policy concerning the possession and use of narcotics and other drugs?

Except in cases where the drug is being used as prescribed for a patient by a licensed physician, all persons entering in or on Federal property are prohibited from—

- (a) Being under the influence, using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines; or
- (b) Operating a motor vehicle on the property while under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines.

Alcoholic Beverages

§102-74.405—What is the policy concerning the use of alcoholic beverages?

Except where the head of the responsible agency or his or her designee has granted an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal

property are prohibited from being under the influence or using alcoholic beverages. The head of the responsible agency or his or her designee must provide a copy of all exemptions granted to the buildings manager and the highest ranking representative of the law enforcement organization, or other authorized officials, responsible for the security of the property.

Soliciting, Vending and Debt Collection

§102-74.410—What is the policy concerning soliciting, vending and debt collection?

All persons entering in or on Federal property are prohibited from soliciting alms (including money and non-monetary items) or commercial or political donations, vending merchandise of all kinds, displaying or distributing commercial advertising, or collecting private debts, except for—

(a) National or local drives for funds for welfare, health or other purposes as authorized by 5 CFR part 950, entitled “Solicitation Of Federal Civilian And Uniformed Service Personnel For Contributions To Private Voluntary Organizations,” and sponsored or approved by the occupant agencies;

(b) Concessions or personal notices posted by employees on authorized bulletin boards;

(c) Solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Pub. L. 95-454);

(d) Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under 40 U.S.C. 581(h). Public areas of GSA-controlled property may be used for other activities in accordance with [subpart D](#) of this part;

(e) Collection of non-monetary items that are sponsored or approved by the occupant agencies; and

(f) Commercial activities sponsored by recognized Federal employee associations and on-site child care centers.

Posting and Distributing Materials

§102-74.415—What is the policy for posting and distributing materials?

All persons entering in or on Federal property are prohibited from—

(a) Distributing free samples of tobacco products in or around Federal buildings, as mandated by Section 636 of Public Law 104-52;

(b) Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in [102-74.410](#), or when these displays are conducted as part of authorized Government activities; and

(c) Distributing materials, such as pamphlets, handbills or flyers, unless conducted as part of authorized Government activities. This prohibition does not apply to public areas of the property as defined in [102-71.20](#) of this chapter. However, any person or organization proposing to distribute materials in a public area under this section must first obtain a permit from the building manager as specified in [subpart D](#) of this part. Any such person or organization must distribute materials only in

accordance with the provisions of [subpart D](#) of this part. Failure to comply with those provisions is a violation of these regulations.

Photographs for News, Advertising or Commercial Purposes

§102-74.420—What is the policy concerning photographs for news, advertising or commercial purposes?

Except where security regulations, rules, orders, or directives apply or a Federal court order or rule prohibits it, persons entering in or on Federal property may take photographs of—

(a) Space occupied by a tenant agency for non-commercial purposes only with the permission of the occupying agency concerned;

(b) Space occupied by a tenant agency for commercial purposes only with written permission of an authorized official of the occupying agency concerned; and

(c) Building entrances, lobbies, foyers, corridors, or auditoriums for news purposes.

Dogs and Other Animals

§102-74.425—What is the policy concerning dogs and other animals on Federal property?

No person may bring dogs or other animals on Federal property for other than official purposes. However, a disabled person may bring a seeing-eye dog, a guide dog, or other animal assisting or being trained to assist that individual.

Breastfeeding

§102-74.426—May a woman breastfeed her child in a Federal building or on Federal property?

Yes. Public Law 108-199, Section 629, Division F, Title VI (January 23, 2004), provides that a woman may breastfeed her child at any location in a Federal building or on Federal property, if the woman and her child are otherwise authorized to be present at the location.

Vehicular and Pedestrian Traffic

§102-74.430—What is the policy concerning vehicular and pedestrian traffic on Federal property?

All vehicle drivers entering or while on Federal property—

(a) Must drive in a careful and safe manner at all times;

(b) Must comply with the signals and directions of Federal police officers or other authorized individuals;

(c) Must comply with all posted traffic signs;

(d) Must comply with any additional posted traffic directives approved by the GSA Regional Administrator, which will have the same force and effect as these regulations;

(e) Are prohibited from blocking entrances, driveways, walks, loading platforms, or fire hydrants; and

(f) Are prohibited from parking on Federal property without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, are subject to removal at the owner's risk and expense. Federal agencies may take as proof that a motor vehicle was parked in violation of these regulations or directives as prima facie evidence that the registered owner was responsible for the violation.

Explosives

§102-74.435—What is the policy concerning explosives on Federal property?

No person entering or while on Federal property may carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed, except for official purposes.

Weapons

§102-74.440—What is the policy concerning weapons on Federal property?

Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by 18 U.S.C. 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

Nondiscrimination

§102-74.445—What is the policy concerning discrimination on Federal property?

Federal agencies must not discriminate by segregation or otherwise against any person or persons because of race, creed, religion, age, sex, color, disability, or national origin in furnishing or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on the property.

Penalties

§102-74.450—What are the penalties for violating any rule or regulation in this subpart?

A person found guilty of violating any rule or regulation in this subpart while on any property under the charge and control of GSA shall be fined under title 18 of the United States Code, imprisoned for not more than 30 days, or both.

Impact on Other Laws or Regulations

§102-74.455—What impact do the rules and regulations in this subpart have on other laws or regulations?

No rule or regulation in this subpart may be construed to nullify any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated (40 U.S.C. 121 (c)).

SECTION C – CONTRACT CLAUSES

SUB-SECTION C-1

FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Alt. I) (FEB 2012)

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without

disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5)

(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

- (A) Performed by the contractor;
- (B) Performed by the subcontractors; or
- (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

- (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
- (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
- (C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
- (D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and
- (E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its

sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. 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.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments.

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by

evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) *Indirect Costs (Material handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'."]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has

reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

- (i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
- (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—
 - (A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.60702).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such

termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is

current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

Addendum to FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Alt. I) (FEB 2012), paragraph (d) *Disputes*.

Notwithstanding the claim period stated in FAR 52.233-1, Disputes, and pursuant to FAR 33.206, Initiation of a Claim, the contractor agrees to submit any claim related to this contract [or “order”] within 12 months after accrual of the claim.

SUB-SECTION C-2: ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS —COMMERCIAL ITEMS (Alternate I) (FEB 2012)

01. DESCRIPTION OF SERVICES

The Contractor shall furnish professional security services, defined in the statement of work and contract exhibits, as Protective Security Officer (PSO) and related services, at federally owned, leased or occupied facilities protected by the Federal Protective Service at various locations primarily located in but not limited to the State of Michigan. 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 statement of work contained herein.

02. CONTRACT TYPE

Services shall be furnished via Labor Hour Contract with fixed hourly rates. Resultant task orders under this contract will be Labor Hour type.

03. MAXIMUM QUANTITIES

The contract maximum is the total awarded price, inclusive of all optional ordering periods (to include the 6 month option available under FAR 52.217-8). The contract maximum is considered to be the “ceiling” price.

The Schedule of Supplies/Services and Prices (i.e. the Schedule) sets forth the maximum quantity of hours that the Government may order under this contract. The maximum quantities set forth in the Schedule are based upon the current, known service requirement with adjustments to provide for maximum ordering flexibility. The current, known service requirements are set forth in the attached Post Coverage Exhibits and are provided for informational purposes only. The Government reserves the right to order up to the maximum quantities set forth in the Schedule regardless of the contents of the Post Coverage Exhibits attached to this contract to address unforeseen requirements such as the addition of new posts/buildings/location and/or expansion of duty hours at existing posts.

Each task order issued under this contract will be issued for the actual known or anticipated service requirements at that time, may be accompanied by a Post Coverage

Exhibit and will set forth a ceiling price in the task order Schedule which will be subject to the labor hour provisions found at FAR 52.212-4 (Alternate 1). Contractors will be paid only for services ordered and performed at the established hourly rates as contained in the task orders. 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 contract and the associated task order. The cumulative total of all orders issued under the contract shall not exceed the contract maximum price and/or maximum quantities unless and until the Contracting Officer notifies the contractor in writing that the contract maximum price has been increased and specifies in the notice a revised maximum price that shall constitute the maximum price for performance under this contract.

04. PRICES

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

1. The minimum wage rates and fringe benefits applicable to the contract are outlined in the Department of Labor (DOL) prevailing wage determinations and/or Collective Bargaining Agreement (CBA) incorporated into the contract.

2. The applicable job classification under a DOL prevailing wage determination is Guard II. In the case of a CBA wage determination, the applicable job classification may be specified under a different title. In either case, the applicable job classification reflects the minimum wage rates and fringe benefits that the Contractor must pay to all employees working under the contract.

3. The attached Collective Bargaining Agreements (CBAs) are herewith incorporated into the contract and only those provisions recognized as allowable wages or fringe benefits under the terms of the Service Contract Acts, as incorporated into the contract under FAR Clause 52.222-43, will be subject to adjustment when applicable. Incorporation of the CBAs does not authorize price adjustment of all economic terms established in the CBA and is limited only to allowable wages and fringe benefits under the Service Contract Act.

B. Contingency Pricing

1. Contractors shall 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)(Sept. 2009).

2. In addition to increases to wages and fringe benefits prescribed by a revised wage determination, including bona fide fringe benefits specifically called out in a collective bargaining agreement, FPS may consider increases to other direct costs brought about by the contractor's cost of compliance with the terms of a revised wage determination (e.g. state gross receipts tax). Any price adjustment request associated with such other direct cost(s) must be supported by documentation demonstrating that a contingency covering an increase to the subject cost(s) was not included in the contractor's price proposal accepted by the Government at time of award.

3. For cost/price factors that are subject to variation, but are not subject to adjustment under the provisions above, contractors may factor in contingency allowances.

Note: Increases to Supervisor wages and benefits are not subject to contract price adjustment in the subsequent ordering periods under FAR 52.222-43(d), unless the Supervisory position is expressly covered under a Collective Bargaining Agreement or DOL Wage Determination. For Supervisory positions that are not subject to contract adjustment under FAR 52.222-43(d), the contractor is permitted to include a reasonable escalation in subsequent option periods based on the labor market in the geographical area that the effort will be performed.

C. Definitions

1. **Basic Services** – Basic services are the permanent ongoing services specifically included in the task order(s) at time of award or added through modification up to any established maximums identified in the contract. The Government shall order these services using the Basic Services Rates specified in the Schedule of Supplies/Services and Prices.

2. **Temporary Additional Services** - During the term of the contract, the Government may have requirements for temporary additional services (TAS) beyond the basic services requirements. TAS are the short term, non-recurring needs for service such as an increase in hours to an existing or subsequently added post to include the weekend where a public demonstration is taking place over the weekend, addition of posts to provide for increased security for special events or high profile visitors to the building, extension of existing post hours in a building to cover seasonal fluctuations (such as at an IRS building during tax season),etc. Should a continuing need for additional service arise, a

contract modification will be issued by the government to provide for those services as permanent post locations.

Due to the nature of TAS the Contractor may be required to perform these services with little advance notice.

In the event anyone other than the Contracting Office or FPS COTR contacts the Contractor to request TAS under this contract, the Contractor shall not proceed with the request but shall notify the FPS COTR and Contracting Officer immediately. Contractors who perform services without proper authorization from the Contracting Officer or FPS COTR shall not be reimbursed for such services.

3. Emergency Security Services - The Contractor shall furnish fully qualified PSOs, management, supervision, equipment, supplies and any other cost for sustained emergency surge security force services. Deployments may be to large and small-scale events such as natural disasters, civil disturbances, or other unanticipated events on an as-needed basis. The requirements under the “ESS” Contract Line Item Number (CLIN) shall be ordered for anywhere in the geographic area covered under this contract with little, if any, advance notice. The hourly rate for emergency PSO services shall be inclusive of all costs (including, but not limited to, travel costs, per diem, lodging, mileage, and vehicles) directly related to or incidental to providing service at locations the Government will specify when ordered. There will be no “phase-in” period for these requirements. The contractor shall have sufficient, fully qualified staff to meet all requirements ordered under the ESS CLIN at any time. (NOTE: It is possible that the government may order all estimated hours in a single emergency event. The contractor may use reserve forces to fulfill ESS requirements, however, the use of reserve forces to meet ESS requirements will not relieve the contractor of the requirement to maintain a sufficient reserve force to provide all services under the contract to include ongoing Basic Services and TAS requirements.) The requirements ordered under the emergency force service CLIN(s) will be for no more than 120 days of service. Thereafter, provided the Government notifies the Contractor within 30 days before the expiration of the emergency force service task order, any continuing long-term requirements for those same post/locations shall be at the basic hourly rates specified for fixed posts/facilities within the contract.

4. Continuity of Operations Plan (COOP) Implementation – The Contractor shall submit a COOP to the Government as a post-award deliverable. The COOP shall identify provisions made for the acquisition of necessary personnel, resources and supplies, if necessary, for continuation of PSO operations in the event of an emergency such as a pandemic (e.g. H1N1 flu virus) until normal operations can be resumed. *It is noted that*

an event requiring implementation of the COOP may result in a reduction in requirements due to partial or full closure of Government facilities and/or realignment of requirements based on the importance of continued operations at certain Government facilities due to the mission of their tenants or security level. Actual hours worked by PSOs standing posts during such an emergency will be invoiced under the Basic Services CLIN. All other direct costs (ODCs) associated with implementation of the COOP, including but not limited to: overtime, travel and per diem, PPE replenishment, changes to IT/communication systems or devices, and training and certification of additional personnel etc. shall be reimbursed under the Optional COOP Implementation CLIN contained in the Schedule of Supplies/Services and Prices. Since COOP implementation costs cannot be pre-determined at this time, the Government has provided estimates and established Not To Exceed Amounts in the Schedule of Supplies/Services and Prices.

Pursuant to the clause entitled, Continuity of Critical Contractor Deliverables [Services] in the Event of an Emergency (October 2009)(tailored), the Government may unilaterally exercise these CLINs in the event of an emergency event. The CLINs will be funded upon exercise and the contractor may invoice for costs associated with COOP Implementation up to the Not-to-Exceed Amount specified in the Schedule of Supplies/Services and Prices. All reimbursable costs/ODCs must be authorized by the Contracting Officer. Written authorization must be gained prior to incurring costs under this CLIN. Contractors shall provide a cost element breakdown and applicable indirect rates with their request. Reimbursable costs/ODCs must be in conformance with the contractor's approved Continuity of Operations Plan (COOP). Invoices submitted for payment against this CLIN shall be rejected if CO authorization was not previously obtained. The contractor shall invoice 30 days in arrears on a monthly basis during the length of the event.

Other direct costs associated with COOP Implementation shall not exceed the maximum amounts specified in the Schedule of Supply/Services and Prices without authorization from the contracting officer.

05. PACKING AND MARKING

A. 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.

B. Marking. All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative shall clearly indicate the contract and task order number for which the information is being submitted.

06. INSPECTION AND ACCEPTANCE - 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 contract 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 in the contract requirements are corrected.

07. CONTRACT TRANSITION AND PHASE-IN

Statement of Work, Section 2 includes a general statement that the Government will consider no less than a minimum of 90 days and no more than 180 days maximum for start-up, from contract award to start date. The firm requirement for this particular procurement is a contract transition of 90 days from contract award to performance start date.

08. DELIVERIES OR PERFORMANCE - TERM OF CONTRACT

The full term of the contract will be up to five (5) years, if all established optional ordering periods are exercised. The start and end dates for the base ordering period and each optional ordering period will be defined within the resultant contract. Applicable periods of performance will be established in resultant task orders. Established optional ordering periods may be exercised in accordance with FAR 52.217-9 "Option to Extend the Term of the Contract".

09. OPTION TO EXTEND SERVICES BEYOND THE TERM OF THE CONTRACT

If it is determined by the Government that award of a successor contract cannot be made to start immediately after the end of the last optional ordering period, the Government shall have the unilateral option of extending the services of this contract for an additional six (6) months beyond the last optional ordering period in accordance with FAR 52.217-8. The price associated with the potential need to exercise the option under FAR 52.217-8 shall be evaluated. Using the Pricing Schedule, the Contractor shall submit unit prices and extended prices (i.e. Unit Price x Estimated Quantity) for the line items entitled, "6 Month Extension Period Pursuant to FAR 52.217-8" under Basic Services, TAS and ESS. The Government will determine whether the price, inclusive of all options (including the options available under FAR 52.217-8), is fair and reasonable, and whether the price of

the base period and all option periods (including the option(s) represented by FAR 52.217-8), in combination with the other evaluation factors specified in the solicitation, represents the best value to the Government.”

10. CONTRACT ADMINISTRATION DATA

10A. SUBMISSION OF INVOICES –

1. After award of this contract, but prior to performance, the contractor shall meet with the Contracting Officer and Contracting Officer’s Representative upon request to discuss proper invoice preparation and submission. The contractor and government shall agree on a standardized invoice format to be used for submission of all invoices under this contract that meets the requirements of FAR 52.212-4 Contract Terms and Conditions – Commercial Items, Paragraph (g) “Invoice.” Use of a standardized invoice format will facilitate timely invoice reviews and approvals. Failure to use the agreed standardized invoice format shall result in rejection of invoices.

2. Invoices shall be submitted for payment within 30 days after completion of the prior month’s services. Invoices shall not contain any employee Personally Identifiable Information (PII). Invoices shall be submitted via one of the following three methods:

a. **By mail:** NPPD-FPS-Region 5

DHS, NPPD
Financial Operations-Burlington
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 5Invoice

b. **By facsimile (fax): # 802-288-7658.** The invoice submission shall include a cover sheet with the contractor’s point of contact information and # of pages.

c. **By e-mail:** NPPDinvoice.consolidation@dhs.gov

The invoice number and FPS Region _5_ shall be annotated in the subject line of the e-mail. Only (1) invoice shall be submitted per e-mail message. The invoice attached to the e-mail shall be in Portable Document Format (PDF)

Invoices submitted by other than these three methods will not be processed and will be returned.

3. Contractors shall provide an informational copy of each invoice to the Contracting Officer and the Contracting Officer's Representative*~~u~~ concurrent with submission to the designated billing office referenced above.

4. In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (FEB 2012), the contractor shall include the following information:

- a. Annotate “FPS Region _5_” on the face of each invoice
- b. Clearly identify the period of performance for which the services were rendered or the date the supplies were delivered to the government (invoices for periods of performance that encompass less than a full month of service must show the specific dates that services were rendered).
- c. Cite the identical CLIN description on the invoice as what is cited within the CLIN description listed in the contract.
- d. For Protective Security Officer (PSO) contracts that contain the 72 hour notification rule for TAS, cite the correct TAS rate (e.g. do not invoice at the basic service rate when you were provided with less than 72 hours notice to perform and do not invoice at the TAS rate when you were provided with more than 72 hours notice to perform).
- e. 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.

5. Contractors shall submit only one invoice per contract or order per month. Failure to comply with these submission requirements will result in rejection of the invoice.

6. Final invoices shall be marked “FINAL” and be accompanied by an executed “Contractor’s Release” (DHS Form 700-3 (12/07)) available at http://dhsconnect.dhs.gov/forms/documents/DHS_Form_700-3.pdf or by request to the Contracting Officer. A release discharging the Government, its officers, agents and employees of and from all liabilities, obligations, and claims arising out of or under this contract subject only to the exceptions listed at FAR 52.212-4 (ALT1), paragraph (i)(7)(i)-(iii) is a condition precedent to final payment.

10B. PAYMENTS

1. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later.
2. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this contract. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this contract and for adjustments for deficiencies in the performance of work. In no event shall contractor invoice or the Government be obligated to pay for any hours in excess of the amount identified within the contract (inclusive of all modifications).
3. The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. The Contractor shall compute the invoice price to reflect the actual amount of hours performed. Repeated substantiated errors in invoicing may adversely affect the performance assessments assigned during the pendency of the contract. Submission of false invoices shall be subject to contractual and legal actions.
4. To verify the monthly payment for productive man-hours, the Contracting Officer's designated representative may compare the labor-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 task order. If variances are noted between the invoice and the DHS Form 139, the Government will propose a price 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 Government will deduct the difference.

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

10C. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

1. Deductions for Failure to Provide Man-hours

- a. To compute labor-hour deductions the Contracting Officer's Representative will compare the man-hours reported by the Contractor through the Post Tracking System (PTS)(PTS is further defined in the SOW), with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved Sign-in/Sign-out methods as prescribed by the contract.
- b. The Government will pay the contractor for the number of labor hours actually performed as documented by the contract prescribed sign-in/sign-out method. (e.g. PTS, DHS Form 139 etc.)
- c. In the event the Contractor invoices for more hours than are documented by the contract prescribed sign-in/sign out method (e.g. PTS, DHS Form 139 etc.) the contract prescribed sign-in/sign-out method will prevail. For example: If the invoice 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 fully weighted hourly rate.
- d. The Government may assess price deductions for each post hour where services are not rendered in accordance to the provisions of the contract (e.g. PSO on post but not properly equipped, certified or licensed).
- e. Use of deductions does not preclude the use of any other remedies. The Government reserves all contractual rights and remedies. Nothing in this section shall be interpreted to allow the contractor to knowingly fail to provide the manpower specified for labor and/or render services that are not in accordance with the provisions of the contract.

2. Contractor Use of DHS Form 139, or Approved Alternate

- a. If the contract requires use of the DHS Form 139 (Record of Time of Arrival/Departure from Facility) the Contractor will retrieve the forms from each post and submit the reports for the previous week to the COR every Monday by 10:00 am or as otherwise directed by the COR. 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.)

11. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

A. Contracting Officer (CO)

- 1. The CO for this RFP and resultant award is:

Patricia Campbell
 Federal Protective Service Acquisition Division
 701 Market Street, Suite (b)(6)
 Philadelphia, PA 19106
 Phone: _____
 Email: _____ (b)(6)

- 2. Administrative Contracting Officer(s) may be assigned after award.
- 3. The CO has the overall responsibility for the administration of the contract. The CO alone is authorized to take action on behalf of the Government to amend, modify or deviate from the contract's terms and conditions; make final decisions on unsatisfactory performance; terminate the contract or task order for convenience or cause; and issue final decisions regarding questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

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B. Contracting Officer's Representative (COR)

1. The CORs for the contract are:

Kerwin Smith – Primary COR
FPS Region 5 Detroit Field Office

Detroit, MI
Phone
Email (b)(6)

Edward Kawa – Primary COR
FPS Region 5 Detroit Field Office

Detroit, MI
Phone
Email (b)(6)

Ronald Burdett – Alternate COR
FPS Region 5 Battle Creek Field Office

Battle Creek, MI
Phone:
Phone:
Email: (b)(6)

Herman Veld – Alternate COR
FPS Region 5 Battle Creek Field Office

Battle Creek, MI
Phone
Email (b)(6)

2. The COTR is designated to assist the CO in the discharge of his or her responsibilities when he or she is unable to be directly in touch with the task 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 contract, acting as the Government's representative in charge of work at the site(s); ensuring compliance with the contract 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 contract or task 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 shall not make any decisions regarding the performance of the work under the 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 contract or the COTR assumes duties not designated 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.

12. SUPPLEMENTAL CONTRACT CLAUSES

The following clauses from the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) are incorporated into this contract.

A. FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010

52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	JUL 2012
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.232-18	Availability of Funds	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-15	Stop Work Order	AUG 1989
52.245-1	Government Property	APR 2012
3052.211-70	Index for Specifications	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 [Deviation]	AUG 2008

B. THE FOLLOWING CLAUSES ARE INCORPORATED BY FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart [42.15](#);

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through five years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$20,000,000.00;

(2) Any order for a combination of items in excess of \$20,000,000.00; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government

may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2019.

MINIMUM and MAXIMUM QUANTITIES

In accordance with paragraph (b) of the "Indefinite Quantity" clause, the guaranteed minimum amount to be ordered under this contract is \$200,000.00 worth of orders at the established unit price (s). The contract maximum is the total awarded price, inclusive of all options.

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 contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor at least 15 calendar days before the contract expires.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the contractor at least 30 days before the contract expires; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

FAR 52.222-17 Nondisplacement of Qualified Workers (Jan 2013)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months

immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor

contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be--

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of

payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9.

Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(1) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures--

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

(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.

*This Statement is for Information Only.
It is not a Wage Determination.*

EMPLOYEE CLASS	HOURLY MONETARY WAGE	% OF BASIC HOURLY RATE AS FRINGE BENEFITS
Guard II	\$16.00	36.25%

Sick Leave Required by Law:
13 days of sick leave per year

Paid Holidays Provided by Law:

1. New Year's Day
2. President's Day
3. Martin Luther King's Birthday

4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas

Vacation or Paid Leave Required by Law:

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

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

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

BANKRUPTCY (Tailored)

In the event the contractor becomes insolvent or enters into proceedings relating to bankruptcy or business dissolution under any chapter of the United States Bankruptcy Code, whether voluntary or involuntary, the contractor agrees to furnish, via overnight or express mail or electronic commerce method authorized by the contract, written notification of the proceeding to the contracting officer responsible for administering the contract. This notification *shall* be furnished within three days of the initiation of the proceedings and shall include the date on which the petition was filed, the identity of the court in which the petition was filed, and a listing of government contract numbers and contracting offices for all government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum

extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

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

or other programs or operations essential to the national or homeland security interest; and

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

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

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

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

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

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

(End of clause)

**HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE
EXPATRIATES (JUN 2006)**

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

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

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) 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 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(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.

HSAR 3052.209-76 PROHIBITION ON FEDERAL PROTECTIVE SERVICE GUARD SERVICES CONTRACTS WITH BUSINESS CONCERNS OWNED, CONTROLLED, OR OPERATED BY AN INDIVIDUAL CONVICTED OF A FELONY (DEC 2009)

(a) Prohibitions. Section 2 of the Federal Protective Service Guard Contracting Reform Act of 2008, Public Law 110-356, generally prohibits the Department of Homeland Security from entering into a contract for guard services under the Federal Protective Service (FPS) guard services program with any business concern owned, controlled, or operated by an individual convicted of a serious felony.

(b) Definitions. As used in this clause:

Business concern means a commercial enterprise and the people who constitute it.

Felony means an offense which, if committed by a natural person, would be punishable by death or imprisonment for a term exceeding one year.

Individual means any person, corporation, partnership, or other entity with a legally independent status.

Convicted of a felony means any conviction of a felony in violation of state or federal criminal statutes, including the Uniform Code of Military Justice, whether entered on a verdict or plea, including a plea of nolo contendere, for which a sentence has been imposed.

(c) A business concern that is owned, controlled, or operated by an individual who has been convicted of any felony, and that wishes to submit a bid, proposal, or other offer on a solicitation to obtain a FPS contract for guard services, must submit with its offer an award request as specified in paragraph (d) of this clause.

(1) A financial, voting, operational, or employment interest in the business concern of the individual's spouse, child, or other family member, or person with whom the individual shares his or her household, will be imputed to the individual in determining whether the individual owns, controls, or operates a business concern.

(2) An individual owns, controls, or operates a business concern by fulfilling or holding the following types of roles or interests with respect to the business concern:

(i) Director or officer, including incumbents of boards and offices that perform duties ordinarily performed by a chairman or member of a board of directors, a secretary, treasurer, president, a vice president, or other chief official of a business concern, including Chief Financial Officer, Chief Operating Officer, or Chief contracting official.

(ii) Officials of comparable function and status to those described in paragraph (c)(2)(i) of this clause as exist in partnerships of all kind and other business organizations, including sole proprietorships.

(iii) A general partner in a general or limited partnership.

(iv) An individual with a limited partnership interest of 25% or more.

(v) An individual that has the:

(A) Power to vote, directly or indirectly, 25% or more interest in any class of voting stock of the business concern;

(B) Ability to direct in any manner the election of a majority of the business concern's directors or trustees; or

(C) Ability to exercise a controlling influence over the business concern's management and policies.

(3) Generally, the existence of one or more of the roles or interests set forth in paragraph (c)(2) of this clause, including roles or interests attributed to the individual, will be sufficient to determine that the individual owns, controls or operates the business concern. However, specific facts of the case may warrant a different determination by Government in light of all of the facts and circumstances. Conversely, ownership, control, or the ability to operate the business concern, if it exists in fact, can be reflected by other roles or interests, and the offeror or contractor should reveal the existence of felony convictions if there is doubt as to whether the individual owns, controls or operates the business concern.

(d) Award request.

(1) A business concern owned, operated or controlled by an individual convicted of any felony may submit an award request to the Contracting Officer. The basis for such request shall be either that the subject felony is not a serious felony as defined in (HSAR) 48 CFR 3009.171-5; that such individual no longer owns, controls or operates the business concern; or that commission of the serious felony no longer calls into question the individual or business concern's integrity or business ethics and that an award would be consistent with the mission of FPS. The business concern shall bear the burden of proof for award requests.

- (2) If the Contracting Officer in his or her sole discretion is unable to affirmatively determine that the subject felony is not a serious felony as defined in (HSAR) 48 CFR 3009.171-5 or that such individual no longer owns, controls or operates the business concern, then the Contracting Officer shall deny the award request.
- (3) The Head of the Contracting Activity has sole discretion to approve an award request.
- (4) A copy of the award request with supporting documentation or a copy of a previously approved award request shall be attached with the bid or proposal.
- (5) An award request shall contain the basis for the request (i.e., that the subject felony is not a serious felony as defined by this regulation; that the convicted individual does not or no longer owns, controls or operates the business concern; or that the commission of a serious felony no longer calls into question the individual or business concern's integrity or business ethics and that an award would be consistent with the mission of FPS). The award request shall contain, at a minimum, the following information:
- (i) Name and Date of Birth of Individual Convicted of a felony.
 - (ii) A full description of which roles or interests indicate that the individual owns, controls, or operates or may own control or operate the business concern.
 - (iii) Date sentenced.
 - (iv) Statute/Charge.
 - (v) Docket/Case Number.
 - (vi) Court/Jurisdiction.
 - (vii) The nature and circumstances surrounding the conviction.
 - (viii) Protective measures taken by the individual or business concern to reduce or eliminate the risk of further misconduct.
 - (ix) Whether the individual has made full restitution for the felony.
 - (x) Whether the individual has accepted responsibility for past misconduct resulting in the felony conviction.

(6) Upon the request of the Contracting Officer, and prior to contract award, in addition to information described in paragraph (d)(5) of this clause, the business concern must provide such other documentation as is requested by the Contracting Officer to use in determining and evaluating ownership, control, or operation; the nature of the felonies committed; and such other information as is needed to make a decision on whether award should be made to the offeror under the Federal Protective Service Guard Contracting Reform Act of 2008. The refusal to timely provide such documentation may serve as grounds to preclude contract award.

(e) (1) Privacy Statement. The offeror shall provide the following statement to any individual whose information will be submitted in an award request pursuant to (d)(5) and (6) of this clause.

(2) Privacy Notice. The collection of this information is authorized by the Federal Protective Service Guard Contracting Reform Act of 2008 (Pub. L. 110-356) and Department of Homeland Security (DHS) implementing regulations at Homeland Security Acquisition Regulation (HSAR) 48 CFR 3009.171. This information is being collected to determine whether an individual that owns, controls, or operates the business concern submitting this offer has been convicted of a felony that would disqualify the offeror from receiving an award. This information will be used by and disclosed to DHS personnel and contractors or other agents who require this information to determine whether an award request should be approved or denied. Additionally, DHS may share this personal information with the U.S. Justice Department and other Federal and State agencies for collection, enforcement, investigatory, or litigation purposes, or as otherwise authorized. Submission of this information by the individual is voluntary; however, failure to provide it may result in denial of an award to the offeror. Individuals who wish to correct inaccurate information in or to remove their information from an offer that has been submitted should contact the business concern submitting the offer and request correction. Should individuals seek to correct inaccurate information or remove their information from an offer that has been submitted in response to a solicitation for FPS guard services prior to contract award, an authorized representative of the business concern submitting the offer must contact the contracting officer of record and request that the firm's offer be formally withdrawn or submit a correction to the award request. After contract award, it is recommended that an authorized representative of the business concern that submitted the inaccurate or erroneous information contact the contracting officer of record. The contracting officer will handle such requests on a case by case basis.

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

Z It is not a business concern owned, controlled, or operated by an individual convicted of a felony.

 It is a business concern owned, controlled, or operated by an individual convicted of a felony, and has submitted an award request pursuant to paragraph (d) of this clause.

(g) If an award request is applied for, the offeror shall attach the request with supporting documentation, to the bid or proposal. The supporting documentation may include copies of prior award requests granted to the offeror.

(h) The notification in this paragraph applies if this is an indefinite delivery/indefinite quantity contract, blanket purchase agreement, or other contractual instrument that may result in the issuance of task orders, calls or option to extend the terms of a contract. The Contractor must immediately notify the Contracting Officer in writing upon any felony conviction of personnel who own, control or operate a business concern as defined in paragraph (c) of this clause at any time during the performance of this contract. Upon notification of a felony conviction the Contracting Officer will review and make a new determination of eligibility prior to the issuance of any task order, call or exercise of an option.

Note: In accordance with paragraph (d)(4) above, award requests shall be submitted using Attachment 7.

C. INSURANCE REQUIREMENT

Pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation (Jan 1997):

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 United States of America, acting by and through the Federal Protective service" shall be named as an additional insured for general liability.

b. The coverage specified below, pursuant to FAR 28.307, reflects the minimum insurance required.

(1) Workers' Compensation and Employer's Liability

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

(2) General Liability

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

(3) Automobile Liability

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

(4) Hazardous Materials

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

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

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

**D. CONTINUITY OF CRITICAL CONTRACTOR DELIVERABLES
[SERVICES] IN THE EVENT OF AN EMERGENCY (October 2009)(tailored)**

1. The contractor shall submit to the contracting officer and COTR a contingency and continuity of operations plan (the “Plan”) for providing uninterrupted mission critical contract deliverables [for services] in the event of an H1N1 epidemic or other emergency, within the time specified, and covering the minimum requirements specified , at Section 3.5 of the Statement of Work.
2. The contracting officer has identified all or a portion of the contract deliverables [services] under this contract as critical contract deliverables [services] in support of mission critical functions. The contractor-provided deliverables that have been determined to be critical contractor services in support of mission critical functions are listed in the Post Exhibits which are provided as an Attachment to this contract. *(It is noted that an event requiring implementation of your Plan may result in a reduction in requirements specified in the Post Exhibits due to partial or full closure of Government facilities and/or realignment of requirements specified in the Post Exhibits based on the importance of continued operations at certain Government facilities due to the mission of their tenants or security level.)*
3. The contractor recognizes that the contract deliverables [services] under this contract are vital to the Government and must be continued without interruption. In the event the contractor anticipates not being able to perform due to any of the causes enumerated in the excusable delay clause of this contract, the contractor shall notify the contracting officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government’s efforts to maintain the continuity of operations.
4. The Government reserves the right in such emergency situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for critical contractor deliverables [services]. Any new contracting efforts would be conducted in accordance with OFPP letter, “Emergency Acquisitions” May 2007 and FAR Subpart 18 and HSAM 3018 respectively or any other subsequent emergency guidance issued.
5. Implementation of the Plan is exercisable as an option in the event of an emergency at the amounts specified in or reasonably determinable from the terms of the basic contract, or the contract as modified.

6. In the event implementation of the contractor's Plan is exercised by the Government, all reimbursable costs/ODCs must be authorized by the Contracting Officer via the COTR prior to incurring such costs.

7. This clause shall be included in subcontracts for the critical deliverables [services].

SUB-SECTION C-3

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

__X__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

__X__ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

X (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (11) [Reserved]

___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

(15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (July 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.

6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dec 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

(39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7,

Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Shirley Ebbessen Director	Division of Wage Determinations	Wage Determination No.: CBA-2010-3548 Revision No.: 1 Date Of Last Revision: 12/10/2010
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State: Michigan

Area: Calhoun

Employed on Department of Homeland Security, Office of Procurement Operations FPS Acquisition Management Divisio contract for Professional Guard Services at Various locations throughout the State of Michigan.

Collective Bargaining Agreement between contractor: DECO, Inc., and union: International Union, United Government Security Officers of Amer Local 206, effective 12/1/2009 through 12/1/2012.

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).

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COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT is made by and between DECO, Inc. (the "Employer" or the "Company") and the INTERNATIONAL UNION UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA), and its Local 206 (collectively, the "Union").

ARTICLE 1 - UNION RECOGNITION

Section 1. The Company hereby recognizes the Union as the sole bargaining agent of all employees in the following unit: all full-time and regular part-time security guards (including lead security guards) performing services for the Company under the Contract (as defined below) in the Battle Creek, Michigan operating area of Kalamazoo, Jackson, Lansing and Benton Harbor, Michigan (Local 206), but excluding all office clerical employees, professional employees, managers, non-security personnel, sergeants, lieutenants, captains, assistant project manager, project manager, applicants, candidates, pre-employment trainees, and supervisors, as defined by the National Labor Relations Act, as amended and all other employees of the Company, pursuant to the Company's contract with the U.S. Department of Homeland Security, Contract No. HSCEC-5-09-A-00004 ("the Contract").

Section 2. Whenever the words "employee" or "employees" are used in this Agreement, they designate only the employees in the bargaining unit of the Union as described above. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

Section 3. This recognition of the Union only applies to the extent the work is being performed pursuant to the Contract. Furthermore, it is agreed that (a) the Employer shall have no liability as a successor employer for events occurring before the execution of this Agreement,

and (b) any past practices of the Employer which occurred prior to the date hereof are hereby merged into this Agreement.

Section 4. The term “full-time employee” shall refer to employees who are regularly scheduled to work and regularly work thirty six (36) or more hours per regular workweek, excluding any unpaid meal or break periods, sick leave and vacations. The term “part-time employee” shall refer to employees who are regularly scheduled to work and regularly work less than thirty six (36) hours per work week, excluding any unpaid meal or break periods, sick leave and vacations.

Section 5. In the event of an emergency, to provide relief, to cover posts due to manpower shortages or because of training of employees, it is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the Employer’s client.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. The Employer has the sole and exclusive right to manage its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in its client’s facilities and operations including the right to select, hire, promote, demote, lay off, assign and train employees; to subcontract any part of its operations, including unit work (provided such subcontracting does not result in the layoff of an employee and is on a temporary basis of not

more than 180 days per calendar year); to select and determine supervisory employees; to bid or not bid, or to rebid or not rebid, contracts with its clients; to determine and change starting times, quitting times, schedules shifts and post assignments of employees; to determine and change methods and means by which operations are to be carried on; to establish and/or abolish duties, standards of performance for employees, job classifications, operating units or departments; to establish, change (after notice to the Union) and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to employees in accordance with the needs and requirements of the client and the Employer, as determined by the Employer. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement.

Section 2. The Employer shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement.

Section 3. The above rights of management are not inclusive of all matters or rights, which belong to and are inherent to management.

ARTICLE 3 - UNION MEMBERSHIP AND CHECK-OFF

Section 1. It is understood that as a condition of employment all employees covered by this Agreement shall become members of the Union after the 30th day following the actual beginning of such employment, or the effective date of this Agreement, whichever is later; and thereafter as a condition of continued employment such employees including those presently members of the Union, shall remain members in good standing in the Union.

Section 2. Subject to the limitations of state or federal law, the Company agrees to deduct from each payroll check the amount of 1/26th of the annual Union membership dues and levied by the Union in accordance with said Union's constitution and bylaws, of each member of the Union who has in effect at that time proper authorization card executed by the employee, authorizing the Company to make such deductions. The Union will inform the Company in writing of the amount of dues and any initiation fees to be paid by employees.

Section 3. The authorization form shall be provided by the Union. The Company will submit to the Union's designated official dues withheld in accordance with the authorization. The remittance shall be accompanied by a list showing individual names, dates hired and amounts deducted. All sums collected in accordance with such signed authorization cards shall be remitted by the Company no later than the fifteenth (15th) day of the following month.

Section 4. The Union agrees to defend, indemnify and hold the Company harmless from any action or actions arising out of or related to these dues and initiation fee deductions and any of the other provisions of this Article, and assume full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this Article, providing such errors are unintentional and are corrected within a reasonable period of time when brought to the Company's attention. The Company will not be responsible to collect or deduct dues in arrears.

Section 5. Payments for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during periods of permanent transfer to a position not covered by this Agreement. The Union, and not the

Employer, will be solely responsible for reconciling and resolving any over or under payments of any dues or fees.

Section 6. Upon the request of the Union, the Company will make available to the Union a list of newly hired and terminated employees covered by this Agreement. Such list will show the name, address, and hire or termination date of the employees who are hired or terminated during the month for which the list is prepared.

Section 7. If a member of the bargaining unit is assigned to an acting sergeant position, while performing the acting sergeant position, such person shall be working outside the bargaining unit.

ARTICLE 4 - LEAD GUARDS

Section 1. Lead guards may perform the following duties: (1) assist supervisors with leading operations, (2) responsible for providing reasonable assistance to security officers, (3) assist with filling posts, (4) assist with compliance of Company and Government policies and procedures and notify supervisors of related issues or concerns, and (5) act as a point of contact between security officers and supervisors.

Section 2. The Employer shall have the sole discretion to select and assign lead guards but will consider security guards that express interest in being a lead guard.

ARTICLE 5 - EQUAL OPPORTUNITY

Section 1. The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, or disability, union membership, or other legally protected classification. No claimed violation of this Section shall be subject to the grievance and arbitration provisions of this Agreement. Further, any action taken by the Employer to comply with the Americans with Disabilities Act, or

any other state or federal law, shall not be the subject of a grievance or arbitration nor give rise to a claim that this Agreement has been violated.

Section 2. Both the Company and the Union endorse a zero tolerance for any form of harassment against a fellow employee, client employee or visitor to any federal facility. If the Company receives a complaint that this provision has been violated, the Company will investigate the complaint. The Company, in its sole discretion, will assess the credibility of the complainant, any witnesses and the accused. Any violation of this provision will result in immediate termination.

ARTICLE 6 - PROBATIONARY PERIOD

Section 1. Newly hired employees shall be regarded as probationary employees for the first ninety (90) days they work. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, lay off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance and/or arbitration provisions contained herein, which provisions, with respect to probationary employees, are hereby waived by the Union on its behalf and on behalf of bargaining unit members. The Employer, upon written notification to the Union and the affected employee, may extend any probationary period up to one additional period of thirty (30) days of work. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's date of hire.

ARTICLE 7 - SENIORITY

Section 1. Seniority lists for the bargaining unit will be posted and maintained by the Employer and shall be made available to proper Union officials monthly. An employee's

standing on the posted seniority list will be final unless protested in writing to the captain within twenty (20) calendar days after the list is posted each month. Thereafter, seniority may only be protested for employees appearing on the list for the first time, and then, only within twenty (20) calendar days after the list is posted each month.

Section 2. Except as otherwise provided herein, seniority shall be measured from the earlier of (i) the date of hire with the Company under the Contract, or (ii) the date the employee commencing working for a predecessor employer engaged in providing similar services as the Employer provides under the Contract; provided there has been no break in seniority under Section 3 of this Article.

Section 3. The seniority of an employee shall be terminated for any of the following reasons:

- (a) After notice from the Company to report to work, the employee fails to report to work on the day following expiration of an authorized leave of absence;
- (b) The employee fails, while on layoff, upon notice from the Company that work is available, to report to the Company as scheduled;
- (c) The employee quits or retires;
- (d) With respect to non-probationary employees, discharge for just cause and with respect to probationary employees any discharge;
- (e) Failure to perform work for a period of 6 consecutive months, or a period equal to the length of seniority, whichever is lesser.

Section 4. It is the obligation of each employee to keep the Company and Union informed of his or her current address and telephone number within one (1) week of any change.

Section 5. An employee who has occupied a position in the bargaining unit and who accepts a position with the Company outside of the bargaining unit will, after ninety (90) days, no longer continue to accrue seniority, and that employee will lose their seniority they have accrued.

ARTICLE 8 - LAYOFF AND RECALL

Section 1. Whenever it is necessary to layoff employees, or if the Contract is terminated, not extended or not renewed, the Employer may layoff employees, as it deems necessary, in the following manner:

- (a) Employees voluntarily agreeing to be laid off shall be laid off first.
- (b) Should it be necessary to further reduce the work force, probationary employees shall be laid off second.
- (c) Should it be necessary to further reduce the work force, non-probationary employees shall then be laid off in the inverse order of their seniority, regardless of whether such employee is full-time or part-time.

Section 2. Laid-off employees are not eligible for any compensation or Employer paid fringe benefits (other than unemployment compensation) during their periods of layoff.

Section 3. Employees who have been laid-off will be recalled to work in the reverse order in which they were laid off.

ARTICLE 9 - DISCIPLINE

Section 1. No employee who has completed the probationary period shall be suspended or discharged without just cause unless the employee is removed from working under the Contract by the Government, at the order or request of the Government, or if the employee's credentials are denied or withdrawn by the Government. The Company will provide the Union

with a copy of such Government order or request, if available. If such Government order or request is not available, the Company will inform the Union of the facts giving rise to such order or request. All suspensions and dismissals of non-probationary employees made solely by the Company (i.e., not due to an action or order of the Government) will be subject to the Grievance Procedures and Arbitration clause set forth in this Agreement, but shall start at Step Three. All reprimands and discharge notices shall be in writing and shall be signed by the Employer. Copies of the reprimand or discharge notice shall be given to the non-probationary employee reprimanded or discharged and the Union; provided that, the failure to provide a copy of the notice does not negate or affect the action taken.

Section 2. Subject to the foregoing, discipline shall be applied in the following manner:

(a) Level 1 Offense

(i) With respect to the first Level 1 offense, the employee will be given a verbal warning within fifteen (15) days after the Employer has actual knowledge of the offense. Evidence of the verbal warning shall be placed in the employee's personnel file.

(ii) With respect to any second Level 1 offense (whether the same or different than any prior Level 1 offense), the employee will be given a written warning within fifteen (15) days after the Employer has actual knowledge of the offense.

(iii) With respect to any third Level 1 offense (whether the same or different than any prior Level 1 offense), the employee shall be suspended without pay for a period of up to five (5) days at the sole discretion of the

Employer. The suspension must start within ten days (excluding vacations, holidays, leave or other time off by the employee).

(iv) With respect to any fourth Level 1 offense (whether the same or different than any prior Level 1 offense), the employee may be terminated, at the sole discretion of the employer.

(v) A Level 1 offense shall mean the following:

- (1) breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of any Government agency or otherwise in accordance with the policies of the Employer,
- (2) except by Union officials not otherwise in violation of this Agreement, improper discussion of workplace issues with any Government agency; including, without limitation, any issue that could be the subject of a grievance under this Agreement,
- (3) allowing personal visitors or relatives on Government property while on duty without following all the guidelines and rules applicable for other visitors,
- (4) personal use of and/or Union use of Government telephones, copy machines, fax machines, computers, networks, or other equipment,
- (5) possessing or using non-Government owned radios, televisions, computers, cellular telephones, music players, or any other electronic media and/or any other communication device while on duty,
- (6) visiting or being on Government property or private property at which the Government leases space while off duty unless utilizing the services of a Government agency located in the building or on official Union business if allowed by the Government,
- (7) any unexcused lateness to an assigned post,
- (8) unexcused failure to timely report for training or work as scheduled,
- (9) unexcused failure to timely report to an assigned duty post at the start of a shift or return from any break or lunch,

- (10) failure to call-off with less than two (2) hours notice,
 - (11) Reading, eating or drinking on post (unless allowed by the Employer), and
 - (12) violation of grooming standards,
- (vi) A Level 1 offense will be removed from the employee's personnel file after twelve (12) months and will not be used in any further disciplinary proceedings.

(b) Level 2 Offense

(i) Subject to the foregoing, the following offenses, shall subject an employee to immediate discharge:

- (1) abuse of authority,
- (2) neglect of duty or failure to perform duties,
- (3) breach of security,
- (4) conduct which disparages the Government or its agents, or the reputation of the Employer or its agents, to the Government or to other third parties, except when such conduct is privileged under the specific law,
- (5) inappropriate conduct directed at or involving Government employees, members of the public using the federal facilities or employees of vendors, suppliers or service providers to the Government at or near the federal facilities, or while in uniform,
- (6) violation of the code/standards of conduct, any employee personnel policy manual of Employer and/or the Federal Protective Service Security Guard Information Manual,
- (7) dishonesty,
- (8) misappropriation of funds,
- (9) theft,

- (10) assault while on duty,
- (11) intoxication or drinking on duty,
- (12) illegal use or possession of drugs and narcotics,
- (13) fighting on post or Government premises while on duty,
- (14) sleeping while on duty,
- (15) willful or negligent destruction of property,
- (16) criminal misconduct,
- (17) the employee is insubordinate (which includes disrespectful conduct and/or comments, profanity towards superiors and failure to follow direct written or verbal orders) in connection with employment,
- (18) improper use of a firearm or possession of a firearm not issued or authorized by the Employer,
- (19) engaging in sexual harassment, any unlawful conduct or any other conduct prohibited by the Employer (after notice of the prohibited conduct to the employee),
- (20) any relationship with any co-worker, supervisor, subordinate or employee or agent of the Government, or attempting the same if the foregoing affects the workplace,
- (21) fraternizing with employees or agents of the Government if the foregoing affects the workplace,
- (22) violation of any zero tolerance policy described in this Agreement,
- (23) during working time (excluding unpaid break or unpaid lunch periods), solicit membership, receive applications, hold individual and/or group meetings of any kind for the transaction of Union business, or conduct any Union activity or investigation, including the administration or monitoring of the Employer's compliance with this Agreement,
- (24) the employee is absent from work without advising the Employer and giving reasons reasonably acceptable to the Employer for such absence,

(25) the employee overstays a leave of absence or a vacation without an excuse reasonably acceptable to the Employer,

(26) the employee has falsified or misrepresented any material information on his/her application for employment or any material information otherwise supplied to the Employer or the Government,

(27) after testing or re-testing if allowed by the client, the employee fails to establish that he or she satisfies all standards and/or requirements (including, without limitation, required licensing, weapons, medical, physical and psychological fitness) of the Employer or the Government to continue to work under the Contract,

(28) the employee's seniority is terminated under this Agreement,

(29) failure to provide written notice to the Employer and any other appropriate official of being under investigation, arrested, charged or resulting conviction of a crime or act of domestic violence,

(30) improper use of official authority or credentials including misrepresentation of titles or scope of authority,

(31) lending or giving Company or Government keys or access codes to unauthorized persons,

(32) revealing security information to any unauthorized person or entity,

(33) threatening or intimidating co-workers, supervisors, management, any Government employees or visitors in any Government building, by words or action,

(34) falsification or concealment, removal, mutilation or destruction of any Government or Employer reports, documents or records, and

(35) leaving a post without being properly relieved.

Section 3. This Article shall be strictly construed without consideration of any special circumstances or excuses of an affected employee and no exceptions shall be made from the provisions described in this Article. There will be no chances beyond the above provisions.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. The term "days" as used in this Article shall not include Saturday, Sunday or holidays (as observed under this Agreement).

Section 2. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified shall be strictly construed but may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of moving the grievance to the next step. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

Section 3. All grievances shall be presented and processed in accordance with the following procedure:

(a) Step One – A representative of the Union having a grievance on behalf of an employee(s) shall reduce the grievance to writing and present the grievance to the Lieutenant of the affected employee within seven (7) days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by a local Union official and shall (i) state the facts of the grievance in detail, (ii) set forth the specific section(s) of this Agreement that are claimed violated, (iii) state the requested remedy,

and (iv) include a copy of all statements and supporting documentation available to the grieving employee and the Union. The Lieutenant of the grieving employee shall countersign the grievance thereby acknowledging receipt of the grievance. The grievant, a Union representative (if requested by the grievant) and the grievant's Lieutenant (or his/her designee) may meet to discuss the grievance. The Lieutenant shall give a written decision to the Union within ten (10) days after receipt of the grievance at Step One.

(b) Step Two - If the grievance is not resolved at Step One, the Union must refer the grievance to the Captain of the affected employee within seven (7) days after the Lieutenant's decision. The Captain (or his/her designee) may meet with the grievant and a Union representative (if requested by the grievant) to discuss the grievance. The Captain shall give a written decision to the Union within ten (10) days after receipt of the grievance at Step Two.

(c) Step Three - If the grievance is not resolved at Step Two, the Union must refer the grievance to the Project Manager, within seven (7) days after the Captain's decision. The Project Manager (or his designee) may meet with the grievant and a Union representative (if requested by the grievant) to discuss the grievance. The Project Manager shall give a written decision to the Union within fifteen (15) days after receipt of the grievance at Step Three.

(d) Step Four - Except as provided below, any grievance arising during the term of this Agreement not resolved at Step Three must be submitted to arbitration by submitting a written request thereof to the other party within seven (7) days after the decision of the Project Manager. Service of a request for arbitration upon the Employer must be made upon the Employer's Vice President at the corporate office.

(i) Notwithstanding the foregoing, no individual grievant may move a grievance to Step Four. Only the Union, by letter or form executed by an authorized Union officer, who is not the grievant, may move a grievance to Step Four.

(ii) Notwithstanding the foregoing, no grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Contract (as defined on page 1 in this Agreement), the Employer's adherence to the Contract or the Employer's adherence to a request, suggestion, requirement or recommendation of the Government shall be processed to Step Four since those matters are not arbitrable and no arbitrator shall have jurisdiction over such matters.

(iii) Following a proper and timely written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the Union shall immediately submit the matter to the local office of the Federal Mediation and Conciliation Service for a panel of seven (7) regionally listed Arbitrators. The Arbitrator will then be selected, and the arbitration shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service. If the Union does not submit the matter to the Federal Mediation and Conciliation Service within forty five (45) days after the request for arbitration is received by the Employer, the Union shall be deemed to have abandoned the request for arbitration, the arbitration shall be forever waived and

no arbitrator shall have jurisdiction over the issues raised in the request for arbitration.

(iv) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon the request of either or both parties.

(v) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the grievance procedure or reasonably implied from the grievance.

(vi) The arbitrator's fee and the arbitrator's expenses shall be shared equally by the parties. In all cases, the cost of any hearing room and/or transcript shall be equally shared by the parties. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expenses.

(vii) The following matters are not arbitrable and the arbitrator shall have no power and no jurisdiction to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit the Employer's discretion; (d) interpret or apply the Service Contract Act and implications of Wage Determinations as well as any other legal obligation not referred to in this Agreement; (e) consider any matter or substitute his or her judgment for that of the Government's regarding a determination, suggestion, recommendation or request of the Government, the contracting officer or other official of the Government; or (f) the Employer's

compliance with a recommendation, suggestion, request or requirement of the Government, the contracting officer or other official of the Government.

(viii) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the parties to this Agreement. Any award of back pay to an individual grieving a discharge, discipline or any other matter shall not predate the date of the grievance by more than five (5) days, and shall be offset by all earned income received during the applicable period (including all disability, worker's compensation, unemployment and other income received), as well as being fully adjusted by any failure on the individual's part to properly mitigate his or her damages. Any award of front pay shall not, in the aggregate, exceed an amount equal to the employee's earnings for the 12 month period immediately preceding the date of the grievance. The arbitrator shall only have authority to award economic damages and shall have no authority to award non-economic damages such as punitive damages, emotional distress or pain and suffering damages.

ARTICLE 11 - LEAVE OF ABSENCE

Section 1. The Company will fully comply with, where applicable, all requirements of the federal Family and Medical Leave Act and any comparable related state or municipal laws or ordinances. Any leaves of absence under this Agreement will run, where lawful, concurrently with any legally required leave of absence.

Section 2. An employee who engages in gainful employment without permission from the Company while on leave of absence shall be subject to immediate discharge.

Section 3. All leaves of absence, either under the terms of this Agreement or personal leaves of absence under the Company's Employee Handbook, shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

Section 4. All leaves of absence must be applied for in writing and responded to in writing by the Company within fourteen (14) business days of the request.

Section 5. A non-probationary employee who is also an elected Union officer or steward may request an unpaid leave per Government contract year in order to attend Union functions outside of the Federal facilities protected by the Employer, provided that notwithstanding anything contained herein to the contrary, (i) the employee shall provide fourteen (14) days advance written notice to the Employer, (ii) the Employer may deny the leave if, as a result of the leave, the Employer would pay overtime to cover the post of such employee, and (iii) no more than one (1) employee in any metropolitan area may receive this leave at the same time, unless the Company agrees otherwise in its sole discretion.

ARTICLE 12 - SICK LEAVE

Section 1. All non-probationary employees shall earn up to forty eight (48) hours of paid sick leave per full government contract year, which hours shall accrue at the rate of up to 4.0 hours per month not to exceed forty eight (48) hours per government contract year for each month of 144 hours or more of work as an employee under the Contract. For months during which fewer hours are worked as an employee under the Contract, the accruals for those months will be prorated. Paid sick leave time will only be accrued at the conclusion of each month.

Section 2. Sick leave time off must be approved by the employee's immediate supervisor or the employee's captain and shall be taken in no less than four (4) hour increments.

Sick leave requests which exceed the accrued amount of sick leave then available to an employee will be processed as a request for personal leave under the Company's employee handbook. Approved sick leave shall be regarded as an excused absence.

Section 3. Any employee who is unable to report to work because of sickness shall notify the Employer at least two (2) hours prior to the beginning of his/her regular shift.

Section 4. Earned sick leave will be paid to each employee at the employee's base hourly rate of pay at the time earned and shall be paid on the payroll immediately following the sick leave. Up to two days of any unused accrued sick leave may be carried over into the next Government contract year, used within the first 60 days of said Government contract year, and will be paid at the rate at which it accrued. Thereafter, any unused sick leave will be paid within 90 days after the expiration of the Government contract year at the rate at which it accrued.

Section 5. A note from a doctor shall not be required for sick leave of less than three consecutive days unless, (i) as a result of a pattern of absences by the employee, (ii) the Employer has reason to suspect that the employee is not sick, or (iii) all of the then earned sick leave has been used.

ARTICLE 13 - UNION STEWARDS

Section 1. The Union will notify the Company of any duly designated Union stewards and the effective date on which they assume said role.

Section 2. Neither Union stewards nor any other Union official shall interfere with the management of the Company's business or direct any work of any employee.

ARTICLE 14 - HOURS OF WORK, OVERTIME, MILEAGE AND TRAVEL

Section 1. Posts will be filled as follows:

(a) Except as provided in Section 2 below, during the months of March and September of each year, at the Employer's sole option, either a representative of the Employer or the Union will contact each employee in the local to select a post with the most senior person making their selection first and then in descending order of seniority within their local, provided the employee is qualified for the post. Posts shall be filled by the most senior qualified employee until the next posting. If a vacancy is created as a result of the employment of an employee being terminated (whether voluntary or involuntarily), then such vacancy shall be posted for 5 days and the employee in the local with the most seniority signing the posting shall work the post until the next posting provided the employee is qualified for such post. If the Employer determines that an employee should be moved to a different post, the Employer shall so notify the President of the local Union. The President of the local Union shall have a period of five days in which to suggest a qualified employee to fill said post that is acceptable to the Employer. The employee suggested by the local President must be qualified when suggested and not require additional training. If the Local President does not meet the foregoing deadline, the Employer may fill said post in its sole discretion. This process shall continue for up to three backfills as a result of the post opening. The Employer may fill any additional post openings in its sole discretion.

(b) The posts outside the Hart Dole Inouye Federal Building in the Battle Creek area, shall not be subject to the above provisions until such time as a vacancy exists at such post and then the procedure shall only apply to the open post. After the

post is filled, it shall not be subject to further post bidding unless a subsequent vacancy exists.

(c) Notwithstanding anything described in this Article, any post assignment shall be subject to any objection by the Government or the Employer. Until such time as the posting is filled pursuant to this Article, the Employer may fill the post in its sole discretion.

(d) Nothing contained herein shall guarantee to any employee any number of hours of work per day, per week or per shift. Further, in order to accommodate any required training, the Employer may temporarily change the post assignment and schedule of any employee.

Section 2. An overtime rate of one and one-half (1½) times an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

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

Section 4. Employees may be required to work beyond the hours scheduled on a particular day. In such case, the employee shall be required to work such overtime or beyond scheduled hours unless the employee is excused for good cause. If an employee is not relieved at the end of his/her shift, the employee may be required to remain on post until relieved. Failure to accept assignments or remain on post when not excused by a supervisor shall be grounds for discipline, including without limitation, termination.

Section 5. Employees shall sign in and out on GSA Form 139 applicable to his/her post.

Section 6. The Company shall post the work schedule at least two (2) weeks in advance provided that the schedule may change from time to time and each employee is responsible to check the schedule each work day to see if any changes to the schedule affect them. If a change to the schedule requires an employee to work prior to his or her next originally scheduled work day, the Employer will make reasonable efforts to so notify the affected employee.

Section 7. After the schedule is posted, employees may switch post assignments if all of the following are met: (a) at least five days advance written notice (unless the Employer agrees otherwise) is provided to the Employer and signed by both employees, (b) the Employer consents to the switch in writing, (c) each employee is qualified to work the switched post, (d) the Employer does not incur overtime as a result of the switch, (e) no employee may request more than five switches during the calendar year, (f) no more than 10% total switches during any payroll period, and (g) the failure of an employee to work an approved switch shall be subject to a Level 1 offense under Article 9.

Section 8. Employees are required to report for work at their scheduled starting times. An employee who has been called in to work for an unscheduled duty assignment, and has not been advised either orally or in writing not to report, shall receive a minimum of two (2) hours of pay at his/her regular straight-time hourly rate and may be required to work at any post at the discretion of the Employer.

Section 9. The Company agrees to pay an employee two (2) hours of their base hourly wage if the employee is sent home because of a mix up in the schedule and the employee is on the current schedule to work or the Company may assign the employee to any available post. If two employee's show up for work for the same post the most senior person will work the

post and the least senior person will be sent home with two (2) hours of pay or the least senior person may be assigned to work any available post.

Section 10. If any employee reports to his/her duty station and that duty station is closed due to bad weather or any order by the Government and the employee was not notified by the Employer, than that employee will be paid eight (8) hours of regular pay if the Employer is reimbursed by the Government for the post.

Section 11. If a reduction in coverage by the client is required and security officers hours are temporarily reduced, then full time employees will be given preference for work hours available during the reduction.

Section 12. Any unplanned overtime shall be filled at the sole discretion of the Employer.

Section 13. In filling available planned overtime, the employee with the most seniority who signs the overtime list shall be offered overtime on a rotating basis with the other employees signing the overtime list. If the employee either declines or works the overtime, then the employee will be moved to the bottom of the overtime list and the employee with the next highest seniority shall be offered overtime. This process shall continue until the overtime is filled or entire overtime list is exhausted once and the process shall not re-start with each planned overtime situation. If no employees signing the overtime list agree to work overtime, then the employee with the least seniority who signed the overtime list shall be required to work the overtime on a rotating basis with all other employees who signed the overtime list in the reverse order of seniority. If an employee who signed the overtime list refuses to work overtime twice, then that employee will be removed from the overtime list. If no employees sign the overtime list or if all employees that signed the overtime list are removed from the overtime list as

provided herein, then the planned overtime may be filled by the Employer at its sole discretion without or without bargaining unit members.

Section 14. No overtime will be worked except by prior direction of the proper supervisory personnel of the Company.

Section 15. If an employee is required to work more than 60 miles (one way travel) from their regular work site, then the employee will be paid the employee's regular base hourly wage (less the regular travel time between the employee's home and regular work site), mileage from the employee's home to the work site (less the regular mileage between the employee's home and regular work site) at the rate of \$0.42 per mile, reimbursement of the cost of meals up to \$35.00 per day provided that receipts for such meals are submitted to the Employer along with a reimbursement request form provided by the Company, and reimbursement of pre-approved hotel room charges if not billed directly to the Employer by the hotel. Incidental expenses such as movies, alcohol, etc. will not be reimbursed.

ARTICLE 15 - WAGES

Section 1. The base hourly wage for bargaining unit employees shall be as follows:

Effective December 1, 2009	Armed Security Officer	\$18.06 per hour
	Unarmed Security Officer	\$13.06 per hour
Effective July 1, 2010	Armed Security Officer	\$19.75 per hour
	Unarmed Security Officer	\$14.75 per hour
Effective July 1, 2011	Armed Security Officer	\$21.00 per hour
	Unarmed Security Officer	\$16.00 per hour
Effective July 1, 2012	Armed Security Officer	\$22.25 per hour
	Unarmed Security Officer	\$17.25 per hour

Administrative Information Outside of Scope

ARTICLE 16 - HEALTH AND WELFARE

Section 1. The Employer will pay to each employee in cash a Health and Welfare allowance payment for the first forty (40) hours actually worked (and not on hours paid) in any workweek as follows:

Effective December 1, 2009	\$3.10 per hour
Effective July 1, 2010	\$3.55 per hour
Effective July 1, 2011	\$3.80 per hour
Effective July 1, 2012	\$4.10 per hour

Section 2. No Health and Welfare Allowance payments shall be made to any employee for more than 2,080 hours per Government contract year.

Section 3. Notwithstanding the foregoing, if there is an extension of the Contract, then the Health and Welfare Allowance contribution described above shall remain in effect during such extension.

ARTICLE 17 - RETIREMENT ALLOWANCE

Section 1. The Employer will make a Retirement Allowance contribution on behalf of each non-probationary employee, to the Employer's 401(k) Plan for each hour worked (and not on hours paid) up to forty (40) hours per week, not to exceed 2,080 per year, as follows:

Effective December 1, 2009	\$0.81 per hour
Effective July 1, 2010	\$0.90 per hour
Effective July 1, 2011	\$0.97 per hour
Effective July 1, 2012	\$1.05 per hour

Section 2. Notwithstanding the foregoing, if there is an extension of the Contract, then the Retirement Allowance contribution described above shall remain in effect during such extension.

ARTICLE 18 - VACATIONS

Section 1. Full-time employees who work full time hours for the entire year prior to reaching their anniversary date shall be entitled to annual vacation pay, based on their continuous years of service in federal client-contracted security with the Employer (and its predecessor contractors) in accordance with the following schedule:

Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of fifteen (15) years of service	160 hours

Section 2. All other employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of non-overtime hours worked the prior year as compared to 1,872 hours.

Section 3. Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify the Employer in writing prior to January 31st of each year of his or her first and second choice for desired vacation periods, if any. Notwithstanding the foregoing, and unless the Employer agrees otherwise, an employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least sixty (60) days prior to the requested vacation time off. The Employer shall notify employees in writing whether their vacation request is granted or denied (i) by February 10 of each year for vacation requests submitted pursuant to the first sentence of this section, or (ii) within ten (10) days after receipt of a vacation request submitted pursuant to the second sentence of this section. The Employer's Captain (or other appropriate Company representative) will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer; provided, however, that (i) no more than five percent (5%) of employees may take vacation time off at the same time, (ii) the final scheduling of vacation periods shall rest exclusively with the Employer

in order to insure orderly and efficient operations, and (iii) previously approved vacations will not be changed without the consent of the employee with the previously approved vacation.

Section 4. Requests for earned vacation pay shall be submitted to the employee's immediate supervisor at least thirty (30) days in advance. Any remaining earned and unused vacation pay shall be paid within thirty (30) days of the employee's next anniversary date of employment. All vacation pay shall be paid at the rate in effect at the time earned and shall not include health and welfare.

Section 5. Vacation time shall not be cumulative from one year to the next.

Section 6. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on a leave of absence.

Section 7. If a full-time employee is on a leave of absence for more than thirty (30) days in any employment year, then vacation pay shall be paid on a prorated basis by calculating the percentage of non-overtime hours worked during such year as compared to 1,872 hours.

Section 8. Notwithstanding the foregoing, if there is an extension of the Contract, then the paid vacation schedule described in Section 1 above shall remain in effect during such extension.

ARTICLE 19 - HOLIDAYS

Section 1. Effective December 1, 2009, employees assigned to locations within the bargaining unit will receive the following 10 holidays: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Labor Day, Independence Day, Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Section 2. Effective July 1, 2010, employees assigned to locations within the bargaining unit will receive the following 11 holidays: New Years Day, Martin Luther King, Jr.

Day, Presidents' Day, Labor Day, Independence Day, Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and the employee's birthday.

Section 3. Regular full-time employees who are not required to work on a holiday shall be paid eight (8) times his or her base hourly straight time wage rate, exclusive of any health and welfare, shift, overtime, or fringe benefit payments. To the extent permitted by applicable law, an employee will be paid holiday pay only if:

(a) The employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed, and

(b) The employee is not laid off or on a leave of absence.

Section 4. Any regular full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and, in addition, shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 3, above.

Section 5. An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay and shall be subject to discipline under this Agreement.

Section 6. Any regular part-time employee who works as scheduled on a holiday shall receive the employee's base hourly straight time wage rate for all hours worked plus prorated holiday pay, not to exceed 8 hours, based on the number of hours worked by the employee during the week preceding the holiday divided by thirty six (36), which fraction shall be multiplied by eight (8). Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in Section 3, above, shall be paid only a proration of the full time benefit, not to exceed 8 hours, based on the number of hours worked

by the employee during the week preceding the holiday divided by thirty six (36), which fraction shall be multiplied by eight (8).

ARTICLE 20 - UNIFORMS AND UNIFORM ALLOWANCE PAYMENTS

Section 1. The Employer will make Uniform Allowance payments to each non-probationary employee, for each hour worked (not on hours paid) up to forty (40) hours per week, not to exceed 2,080 per year, as follows:

Effective December 1, 2009	\$0.44 per hour
Effective July 1, 2010	\$0.55 per hour
Effective July 1, 2011	\$0.60 per hour
Effective July 1, 2012	\$0.65 per hour

Section 2. Upon termination of employment, all company-issued uniforms and equipment shall be returned to the Company. Returned clothing shall be cleaned and returned as it was given to the employee at the time of entering into the Contract. The cost for any missing items and/or the cost of cleaning shall be the actual cost to the Employer and shall be deducted from the employee's final payroll check.

ARTICLE 21 - BEREAVEMENT

Section 1. Effective December 1, 2009, the Company agrees to pay non-probationary full time employees for two (2) days per contract year for bereavement leave in the event of the death of the employee's father, mother, sister, brother, grandfather, grandmother, children, aunt, uncle and spouse.

Section 2. Effective July 1, 2010, the Company agrees to pay non-probationary full time employees for three (3) days per contract year for bereavement leave in the event of the death of the employee's father, mother, sister, brother, grandfather, grandmother, children, aunt, uncle and spouse.

ARTICLE 22 - COMPANY REGULATIONS

Section 1. Any rules, regulations or directives which are now in effect, or which may be later imposed upon the Company by its Client, or any other Governmental Agency having jurisdiction will apply with equal force and effect to the employees hereunder. Employees are also required to adhere to Company Rules and Regulations, notwithstanding any possible conflict with any provisions of the Agreement; provided that prior to implementing changes to Company Rules and Regulations not required by the Government, the Company will discuss such changes with the Union either in person or telephonically.

ARTICLE 23 - NO STRIKE – NO LOCKOUT

Section 1. During the term of this Agreement, and any renewal or extension thereof, neither the Union, its officers, officials, representatives, agents, members, or any employee will authorize, instigate, aid, condone, promote, participate in, engage in any strike, including sympathy strike, work stoppage, slowdown, planned inefficiency, boycott, sit-down, sit-in, or other interruption with the Company's work or the business of the Company, or any impeding of business of the Company, regardless of whether there is a claim by the Union of breach of this Agreement, or of any federal, state, or local law. Any employee or employees who violate the provisions of this Article will be subject to disciplinary action up to and including immediate termination, without recourse by the Union or any employee to the grievance and arbitration procedures under this Agreement and without any other recourse by the Union or the employee against the Employer.

Section 2. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the

operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

Section 3. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

Section 4. During the term of this Agreement, the Company will not lock out the employees.

ARTICLE 24 - EMPLOYEE INJURY

Section 1. An employee injured during working hours shall receive the rest of the day off without loss of pay for that day, if the injuries are such that a doctor orders the employee not to return to work. An injured employee must report an injury or injuries occurring on the job to his immediate supervisor as soon as possible after sustaining the injury. The employee must report the injury or injuries during the same work shift that the employee is working when the injury occurs. Medical attention will be as directed by the Supervisor/Project Manager, who will also insure prompt submission of documentation for worker's compensation purpose.

ARTICLE 25 - DRUG AND ALCOHOL POLICY

Section 1. The Employer may, from time to time, (a) randomly test any bargaining unit employee, (b) test any bargaining unit employee based upon the Government's or the Employer's reasonable suspicion, (c) test any employee involved in any discharge of his or her weapon (except at the gun range), any accident or any workplace injury, (d) test any employee as part of their government required physical examination, or (e) test any bargaining unit employee as allowed under any applicable federal, state or local law for the use of illegal drugs. Such testing will be in accordance with the procedures described in The Mandatory Guidelines for

Federal Workplace Drug Testing Programs, initially published by the U.S. Department of Health and Human Services, as amended from time to time, and in conformance with applicable state laws, if any. There shall be no discrimination against bargaining unit employees and such testing will be conducted by the Employer under a program and procedures of uniform applicability to all the bargaining unit employees.

Section 2. The Union and the Employer agree that there shall be a zero tolerance policy for illegal drug use. If the results of a drug test are positive for illegal drugs, the Employer may immediately terminate the employee.

Section 3. The Union and the Company agree to abide by the Company's substance abuse policy.

Section 4. If a bargaining unit employee is required to take a random drug test the employee will be paid two (2) hours of pay at his/her regular straight-time hourly rate if the employee is not otherwise on duty and no time spent by the employee in connection with said random drug test shall be included for purposes of determining overtime or calculating overtime pay.

ARTICLE 26 - GOVERNMENT REQUIREMENTS

Section 1. The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement are subject to the wishes of the Government. The client may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, etc., as the client deems to be in the interest of the Government.

Section 2. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical

examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), or with the requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse by the Union or any employee to the grievance and arbitration procedures under this Agreement and without any other recourse by the Union or the employee against the Employer. However, the Employer and the Union will meet and confer to discuss the implementation thereof, if implementation is not provided by the Government.

Section 3. The Company will provide the Union with a copy of such Government action, if available, and if not available in writing, the Company will inform the Union of the facts giving rise to such Government action.

ARTICLE 27 - EXAMINATIONS

Section 1. Applicants, trainees and candidates for employment and employees may be required to successfully pass a physical/medical/psychological examination and drug screen, physical test and weapons test, specified by the Contract or Company policy or should the Employer have concerns regarding an employee's fitness for duty. At any time an employee may be subject to further physical/medical/psychological examinations and testing during the course of his or her employment or recall to service after leave of absence. Any Company-directed physical/medical/psychological or drug testing will be at the Company's expense.

ARTICLE 28 - BULLETIN BOARD/BULLETIN BOOK

Section 1. If approved by the client, (a) the Employer shall provide the Union with reasonable space on a Company bulletin board located in the lunch room or break area; or (b) the Union may store a bulletin book at each post. The bulletin board or the bulletin book may only be used by the Union for the posting of official notices to the members of the bargaining unit. At

any time, the Employer may review the bulletin board and/or bulletin book for compliance with this provision. Derogatory or offensive comments or messages may be removed by the Employer.

ARTICLE 29 - GENERAL

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

Section 2. Employees are required as a condition of employment or continued employment to possess certain security clearances, suitability, licenses and/or certifications (including weapons' certifications). These requirements are subject to modification as determined by the client. The Company will pay all refresher training required hours the Company deems necessary for the employee to complete weapons recertification.

Section 3. Employees entering service with the Company agree that the Company will perform personal background checks and verification of employee provided references. Submission of information, determined to be false, relative to background data, qualifications, experience and or references, or revelation of detrimental information prejudicial to the Company's interest, will subject the employee to and is defined as conduct warranting immediate discharge for cause.

Section 4. Neither Union officials nor Union members shall, during working time (excluding unpaid break or unpaid lunch periods), solicit membership, receive applications, hold individual and/or group meetings of any kind for the transaction of Union business, or conduct

any Union activity or investigation, including the administration or monitoring of the Employer's compliance with this Agreement.

Section 5. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union for the life of this Agreement each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 6. This Agreement constitutes the full and complete agreement between the Company and the Union, it being understood that nothing shall be implied as being binding on the parties except to the extent expressly set forth in this Agreement. Moreover, this Agreement fully supersedes any and all prior commitments, understandings or practices, whether written or oral, express or implied, between the Employer, the Union and/or the employees.

Section 7. This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.

ARTICLE 30 - TERM AND DURATION

Section 1. This Agreement shall be in full force and effect on December 1, 2009, and shall remain in full force and effect until midnight December 1, 2012 and so on from year to year thereafter unless, not later than sixty (60) days prior to the end of the current term and duration,

either of the Parties hereto gives written notice to the other of an intent to terminate, modify, amend and/or renew the Agreement at the end of its then current term and duration. If the parties fail to provide timely notice to amend, terminate, or otherwise re-negotiate a new collective bargaining agreement, then this Agreement shall automatically renew for successive one year periods. Notwithstanding the foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the bargaining unit.

Section 2. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the client of its relationship with the Employer to provide security services as described in Article 1 of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement effective as of the 1st day of December, 2009.

**FOR: INTERNATIONAL UNION FOR:
UNITED GOVERNMENT SECURITY DECO, INC.**

By
Its
 (b)(6)

**FOR:
UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA, LOCAL 206**

By
Its
 (b)(6)

4889099v2

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W. Gross Division of		Wage Determination No.: CBA-2010-3549
Director Wage Determinations		Revision No.: 0
		Date Of Last Revision: 6/30/2010

State: Michigan

Area: Alpena

Employed on Department of Homeland Security, Office of Procurement Operations, Federal Protective Services Acqui contract for Professional Guard Services at Various Locations throughout the State of Michigan..

Collective Bargaining Agreement between contractor: DECO, Inc, and union: International Union, United Government Security Officers of Amer Local 288, effective 12/1/2009 through 12/1/2012.

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).

Collective Bargaining Agreement

Between

DECO, Inc.

and

UGSOA International Union

and its affiliate

Grand Rapids, Michigan – Local 288

Effective Dates

December 1, 2009

to

December 1, 2012

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COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT is made by and between DECO, Inc. (the "Employer" or the "Company") and the INTERNATIONAL UNION UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA), and its Local 288 (collectively, the "Union").

ARTICLE 1 - UNION RECOGNITION

Section 1. The Company hereby recognizes the Union as the sole bargaining agent of all employees in the following unit: all full-time and regular part-time security guards (including lead security guards) performing services for the Company under the Contract (as defined below) in the Alpena, Cadillac, Petoskey, Traverse City, West Branch, Flint, Bay City, Big Rapids, Ludington, Mount Pleasant, Owosso, Saginaw, Escanaba, Houghton, Ironwood, Marquette, Sault Ste Marie, Grand Rapids, Holland and Muskegon, Michigan (Local 288), but excluding all office clerical employees, professional employees, managers, non-security personnel, sergeants, lieutenants, captains, assistant project manager, project manager, applicants, candidates, pre-employment trainees, and supervisors, as defined by the National Labor Relations Act, as amended and all other employees of the Company, pursuant to the Company's contract with the U.S. Department of Homeland Security, Contract No. HSCEC-5-09-A-00004 ("the Contract").

Section 2. Whenever the words "employee" or "employees" are used in this Agreement, they designate only the employees in the bargaining unit of the Union as described above. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

Section 3. This recognition of the Union only applies to the extent the work is being performed pursuant to the Contract. Furthermore, it is agreed that (a) the Employer shall have no liability as a successor employer for events occurring before the execution of this Agreement, and (b) any past practices of the Employer which occurred prior to the date hereof are hereby merged into this Agreement.

Section 4. The term “full-time employee” shall refer to employees who are regularly scheduled to work and regularly work thirty six (36) or more hours per regular workweek, excluding any unpaid meal or break periods, sick leave and vacations. The term “part-time employee” shall refer to employees who are regularly scheduled to work and regularly work less than thirty six (36) hours per work week, excluding any unpaid meal or break periods, sick leave and vacations.

Section 5. In the event of an emergency, to provide relief, to cover posts due to manpower shortages or because of training of employees, it is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the Employer’s client.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. The Employer has the sole and exclusive right to manage its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in its client’s

facilities and operations including the right to select, hire, promote, demote, lay off, assign and train employees; to subcontract any part of its operations, including unit work (provided such subcontracting does not result in the layoff of an employee and is on a temporary basis of not more than 180 days per calendar year); to select and determine supervisory employees; to bid or not bid, or to rebid or not rebid, contracts with its clients; to determine and change starting times, quitting times, schedules shifts and post assignments of employees; to determine and change methods and means by which operations are to be carried on; to establish and/or abolish duties, standards of performance for employees, job classifications, operating units or departments; to establish, change (after notice to the Union) and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to employees in accordance with the needs and requirements of the client and the Employer, as determined by the Employer. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement.

Section 2. The Employer shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement.

Section 3. The above rights of management are not inclusive of all matters or rights, which belong to and are inherent to management.

ARTICLE 3 - UNION MEMBERSHIP AND CHECK-OFF

Section 1. It is understood that as a condition of employment all employees covered by this Agreement shall become members of the Union after the 30th day following the actual

beginning of such employment, or the effective date of this Agreement, whichever is later; and thereafter as a condition of continued employment such employees including those presently members of the Union, shall remain members in good standing in the Union.

Section 2. Subject to the limitations of state or federal law, the Company agrees to deduct from each payroll check the amount of 1/26th of the annual Union membership dues and levied by the Union in accordance with said Union's constitution and bylaws, of each member of the Union who has in effect at that time proper authorization card executed by the employee, authorizing the Company to make such deductions. The Union will inform the Company in writing of the amount of dues and any initiation fees to be paid by employees.

Section 3. The authorization form shall be provided by the Union. The Company will submit to the Union's designated official dues withheld in accordance with the authorization. The remittance shall be accompanied by a list showing individual names, dates hired and amounts deducted. All sums collected in accordance with such signed authorization cards shall be remitted by the Company no later than the fifteenth (15th) day of the following month.

Section 4. The Union agrees to defend, indemnify and hold the Company harmless from any action or actions arising out of or related to these dues and initiation fee deductions and any of the other provisions of this Article, and assume full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this Article, providing such errors are unintentional and are corrected within a reasonable period of time when brought to the Company's attention. The Company will not be responsible to collect or deduct dues in arrears.

Section 5. Payments for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during periods of permanent transfer to a position not covered by this Agreement. The Union, and not the Employer, will be solely responsible for reconciling and resolving any over or under payments of any dues or fees.

Section 6. Upon the request of the Union, the Company will make available to the Union a list of newly hired and terminated employees covered by this Agreement. Such list will show the name, address, and hire or termination date of the employees who are hired or terminated during the month for which the list is prepared.

Section 7. If a member of the bargaining unit is assigned to an acting sergeant position, while performing the acting sergeant position, such person shall be working outside the bargaining unit.

ARTICLE 4 - LEAD GUARDS

Section 1. Lead guards may perform the following duties: (1) assist supervisors with leading operations, (2) responsible for providing reasonable assistance to security officers, (3) assist with filling posts, (4) assist with compliance of Company and Government policies and procedures and notify supervisors of related issues or concerns, and (5) act as a point of contact between security officers and supervisors.

Section 2. The Employer shall have the sole discretion to select and assign lead guards but will consider security guards that express interest in being a lead guard.

ARTICLE 5 - EQUAL OPPORTUNITY

Section 1. The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, or

disability, union membership, or other legally protected classification. No claimed violation of this Section shall be subject to the grievance and arbitration provisions of this Agreement. Further, any action taken by the Employer to comply with the Americans with Disabilities Act, or any other state or federal law, shall not be the subject of a grievance or arbitration nor give rise to a claim that this Agreement has been violated.

Section 2. Both the Company and the Union endorse a zero tolerance for any form of harassment against a fellow employee, client employee or visitor to any federal facility. If the Company receives a complaint that this provision has been violated, the Company will investigate the complaint. The Company, in its sole discretion, will assess the credibility of the complainant, any witnesses and the accused. Any violation of this provision will result in immediate termination.

ARTICLE 6 - PROBATIONARY PERIOD

Section 1. Newly hired employees shall be regarded as probationary employees for the first ninety (90) days they work. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, lay off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance and/or arbitration provisions contained herein, which provisions, with respect to probationary employees, are hereby waived by the Union on its behalf and on behalf of bargaining unit members. The Employer, upon written notification to the Union and the affected employee, may extend any probationary period up to one additional period of thirty (30) days of work. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's date of hire.

ARTICLE 7 - SENIORITY

Section 1. Seniority lists for the bargaining unit will be posted and maintained by the Employer and shall be made available to proper Union officials monthly. An employee's standing on the posted seniority list will be final unless protested in writing to the captain within twenty (20) calendar days after the list is posted each month. Thereafter, seniority may only be protested for employees appearing on the list for the first time, and then, only within twenty (20) calendar days after the list is posted each month.

Section 2. Except as otherwise provided herein, seniority shall be measured from the earlier of (i) the date of hire with the Company under the Contract, or (ii) the date the employee commencing working for a predecessor employer engaged in providing similar services as the Employer provides under the Contract; provided there has been no break in seniority under Section 3 of this Article.

Section 3. The seniority of an employee shall be terminated for any of the following reasons:

- (a) After notice from the Company to report to work, the employee fails to report to work on the day following expiration of an authorized leave of absence;
- (b) The employee fails, while on layoff, upon notice from the Company that work is available, to report to the Company as scheduled;
- (c) The employee quits or retires;
- (d) With respect to non-probationary employees, discharge for just cause and with respect to probationary employees any discharge;
- (e) Failure to perform work for a period of 6 consecutive months, or a period equal to the length of seniority, whichever is lesser.

Section 4. It is the obligation of each employee to keep the Company and Union informed of his or her current address and telephone number within one (1) week of any change.

Section 5. An employee who has occupied a position in the bargaining unit and who accepts a position with the Company outside of the bargaining unit will, after ninety (90) days, no longer continue to accrue seniority, and that employee will lose their seniority they have accrued.

ARTICLE 8 - LAYOFF AND RECALL

Section 1. Whenever it is necessary to layoff employees, or if the Contract is terminated, not extended or not renewed, the Employer may layoff employees, as it deems necessary, in the following manner:

- (a) Employees voluntarily agreeing to be laid off shall be laid off first.
- (b) Should it be necessary to further reduce the work force, probationary employees shall be laid off second.
- (c) Should it be necessary to further reduce the work force, non-probationary employees shall then be laid off in the inverse order of their seniority, regardless of whether such employee is full-time or part-time.

Section 2. Laid-off employees are not eligible for any compensation or Employer paid fringe benefits (other than unemployment compensation) during their periods of layoff.

Section 3. Employees who have been laid-off will be recalled to work in the reverse order in which they were laid off.

ARTICLE 9 - DISCIPLINE

Section 1. No employee who has completed the probationary period shall be suspended or discharged without just cause unless the employee is removed from working under the Contract by the Government, at the order or request of the Government, or if the employee's credentials are denied or withdrawn by the Government. The Company will provide the Union with a copy of such Government order or request, if available. If such Government order or request is not available, the Company will inform the Union of the facts giving rise to such order or request. All suspensions and dismissals of non-probationary employees made solely by the Company (i.e., not due to an action or order of the Government) will be subject to the Grievance Procedures and Arbitration clause set forth in this Agreement, but shall start at Step Three. All reprimands and discharge notices shall be in writing and shall be signed by the Employer. Copies of the reprimand or discharge notice shall be given to the non-probationary employee reprimanded or discharged and the Union; provided that, the failure to provide a copy of the notice does not negate or affect the action taken.

Section 2. Subject to the foregoing, discipline shall be applied in the following manner:

(a) Level 1 Offense

(i) With respect to the first Level 1 offense, the employee will be given a verbal warning within fifteen (15) days after the Employer has actual knowledge of the offense. Evidence of the verbal warning shall be placed in the employee's personnel file.

(ii) With respect to any second Level 1 offense (whether the same or different than any prior Level 1 offense), the employee will be given a

written warning within fifteen (15) days after the Employer has actual knowledge of the offense.

(iii) With respect to any third Level 1 offense (whether the same or different than any prior Level 1 offense), the employee shall be suspended without pay for a period of up to five (5) days at the sole discretion of the Employer. The suspension must start within ten days (excluding vacations, holidays, leave or other time off by the employee).

(iv) With respect to any fourth Level 1 offense (whether the same or different than any prior Level 1 offense), the employee may be terminated, at the sole discretion of the employer.

(v) A Level 1 offense shall mean the following:

(1) breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of any Government agency or otherwise in accordance with the policies of the Employer,

(2) except by Union officials not otherwise in violation of this Agreement, improper discussion of workplace issues with any Government agency; including, without limitation, any issue that could be the subject of a grievance under this Agreement,

(3) allowing personal visitors or relatives on Government property while on duty without following all the guidelines and rules applicable for other visitors,

(4) personal use of and/or Union use of Government telephones, copy machines, fax machines, computers, networks, or other equipment,

(5) possessing or using non-Government owned radios, televisions, computers, cellular telephones, music players, or any other electronic media and/or any other communication device while on duty,

(6) visiting or being on Government property or private property at which the Government leases space while off duty unless

utilizing the services of a Government agency located in the building or on official Union business if allowed by the Government,

- (7) any unexcused lateness to an assigned post,
- (8) unexcused failure to timely report for training or work as scheduled,
- (9) unexcused failure to timely report to an assigned duty post at the start of a shift or return from any break or lunch,
- (10) failure to call-off with less than two (2) hours notice,
- (11) Reading, eating or drinking on post (unless allowed by the Employer), or
- (12) violation of grooming standards.

(vi) A Level 1 offense will be removed from the employee's personnel file after twelve (12) months and will not be used in any further disciplinary proceedings.

(b) Level 2 Offense

(i) Subject to the foregoing, the following offenses, shall subject an employee to immediate discharge:

- (1) abuse of authority,
- (2) neglect of duty or failure to perform duties,
- (3) breach of security,
- (4) conduct which disparages the Government or its agents, or the reputation of the Employer or its agents, to the Government or to other third parties, except when such conduct is privileged under the specific law,
- (5) inappropriate conduct directed at or involving Government employees, members of the public using the federal facilities or employees of vendors, suppliers or service providers to the Government at or near the federal facilities, or while in uniform,

(6) violation of the code/standards of conduct, any employee personnel policy manual of Employer and/or the Federal Protective Service Security Guard Information Manual,

(7) dishonesty,

(8) misappropriation of funds,

(9) theft,

(10) assault while on duty,

(11) intoxication or drinking on duty,

(12) illegal use or possession of drugs and narcotics,

(13) fighting on post or Government premises while on duty,

(14) sleeping while on duty,

(15) willful or negligent destruction of property,

(16) criminal misconduct,

(17) the employee is insubordinate (which includes disrespectful conduct and/or comments, profanity towards superiors and failure to follow direct written or verbal orders) in connection with employment,

(18) improper use of a firearm or possession of a firearm not issued or authorized by the Employer,

(19) engaging in sexual harassment, any unlawful conduct or any other conduct prohibited by the Employer (after notice of the prohibited conduct to the employee),

(20) any relationship with any co-worker, supervisor, subordinate or employee or agent of the Government, or attempting the same if the foregoing affects the workplace,

(21) fraternizing with employees or agents of the Government if the foregoing affects the workplace,

(22) violation of any zero tolerance policy described in this Agreement,

(23) during working time (excluding unpaid break or unpaid lunch periods), solicit membership, receive applications, hold individual

and/or group meetings of any kind for the transaction of Union business, or conduct any Union activity or investigation, including the administration or monitoring of the Employer's compliance with this Agreement,

(24) the employee is absent from work without advising the Employer and giving reasons reasonably acceptable to the Employer for such absence,

(25) the employee overstays a leave of absence or a vacation without an excuse reasonably acceptable to the Employer,

(26) the employee has falsified or misrepresented any material information on his/her application for employment or any material information otherwise supplied to the Employer or the Government,

(27) after testing or re-testing if allowed by the client, the employee fails to establish that he or she satisfies all standards and/or requirements (including, without limitation, required licensing, weapons, medical, physical and psychological fitness) of the Employer or the Government to continue to work under the Contract,

(28) the employee's seniority is terminated under this Agreement,

(29) failure to provide written notice to the Employer and any other appropriate official of being under investigation, arrested, charged or resulting conviction of a crime or act of domestic violence,

(30) improper use of official authority or credentials including misrepresentation of titles or scope of authority,

(31) lending or giving Company or Government keys or access codes to unauthorized persons,

(32) revealing security information to any unauthorized person or entity,

(33) threatening or intimidating co-workers, supervisors, management, any Government employees or visitors in any Government building, by words or action,

(34) falsification or concealment, removal, mutilation or destruction of any Government or Employer reports, documents or records, and

(35) leaving a post without being properly relieved.

Section 3. This Article shall be strictly construed without consideration of any special circumstances or excuses of an affected employee and no exceptions shall be made from the provisions described in this Article. There will be no chances beyond the above provisions.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. The term "days" as used in this Article shall not include Saturday, Sunday or holidays (as observed under this Agreement).

Section 2. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified shall be strictly construed but may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of moving the grievance to the next step. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

Section 3. All grievances shall be presented and processed in accordance with the following procedure:

(a) Step One – A representative of the Union having a grievance on behalf of an employee(s) shall reduce the grievance to writing and present the grievance to the

Lieutenant of the affected employee within seven (7) days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by a local Union official and shall (i) state the facts of the grievance in detail, (ii) set forth the specific section(s) of this Agreement that are claimed violated, (iii) state the requested remedy, and (iv) include a copy of all statements and supporting documentation available to the grieving employee and the Union. The Lieutenant of the grieving employee shall countersign the grievance thereby acknowledging receipt of the grievance. The grievant, a Union representative (if requested by the grievant) and the grievant's Lieutenant (or his/her designee) may meet to discuss the grievance. The Lieutenant shall give a written decision to the Union within ten (10) days after receipt of the grievance at Step One.

(b) Step Two - If the grievance is not resolved at Step One, the Union must refer the grievance to the Captain of the affected employee within seven (7) days after the Lieutenant's decision. The Captain (or his/her designee) may meet with the grievant and a Union representative (if requested by the grievant) to discuss the grievance. The Captain shall give a written decision to the Union within ten (10) days after receipt of the grievance at Step Two.

(c) Step Three – If the grievance is not resolved at Step Two, the Union must refer the grievance to the Project Manager, within seven (7) days after the Captain's decision. The Project Manager (or his designee) may meet with the grievant and a Union representative (if requested by the grievant) to discuss the grievance. The Project Manager shall give a written decision to the Union within fifteen (15) days after receipt of the grievance at Step Three.

(d) Step Four - Except as provided below, any grievance arising during the term of this Agreement not resolved at Step Three must be submitted to arbitration by submitting a written request thereof to the other party within seven (7) days after the decision of the Project Manager. Service of a request for arbitration upon the Employer must be made upon the Employer's Vice President at the corporate office.

(i) Notwithstanding the foregoing, no individual grievant may move a grievance to Step Four. Only the Union, by letter or form executed by an authorized Union officer, who is not the grievant, may move a grievance to Step Four.

(ii) Notwithstanding the foregoing, no grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Contract (as defined on page 1 in this Agreement), the Employer's adherence to the Contract or the Employer's adherence to a request, suggestion, requirement or recommendation of the Government shall be processed to Step Four since those matters are not arbitrable and no arbitrator shall have jurisdiction over such matters.

(iii) Following a proper and timely written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the Union shall immediately submit the matter to the local office of the Federal Mediation and Conciliation Service for a panel of seven (7) regionally listed Arbitrators. The Arbitrator will then be selected, and the

arbitration shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service. If the Union does not submit the matter to the Federal Mediation and Conciliation Service within forty five (45) days after the request for arbitration is received by the Employer, the Union shall be deemed to have abandoned the request for arbitration, the arbitration shall be forever waived and no arbitrator shall have jurisdiction over the issues raised in the request for arbitration.

(iv) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon the request of either or both parties.

(v) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the grievance procedure or reasonably implied from the grievance.

(vi) The arbitrator's fee and the arbitrator's expenses shall be shared equally by the parties. In all cases, the cost of any hearing room and/or transcript shall be equally shared by the parties. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expenses.

(vii) The following matters are not arbitrable and the arbitrator shall have no power and no jurisdiction to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit the Employer's discretion; (d) interpret or

apply the Service Contract Act and implications of Wage Determinations as well as any other legal obligation not referred to in this Agreement; (e) consider any matter or substitute his or her judgment for that of the Government's regarding a determination, suggestion, recommendation or request of the Government, the contracting officer or other official of the Government; or (f) the Employer's compliance with a recommendation, suggestion, request or requirement of the Government, the contracting officer or other official of the Government.

(viii) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the parties to this Agreement. Any award of back pay to an individual grieving a discharge, discipline or any other matter shall not predate the date of the grievance by more than five (5) days, and shall be offset by all earned income received during the applicable period (including all disability, worker's compensation, unemployment and other income received), as well as being fully adjusted by any failure on the individual's part to properly mitigate his or her damages. Any award of front pay shall not, in the aggregate, exceed an amount equal to the employee's earnings for the 12 month period immediately preceding the date of the grievance. The arbitrator shall only have authority to award economic damages and shall have no authority to award non-economic damages such as punitive damages, emotional distress or pain and suffering damages.

ARTICLE 11 - LEAVE OF ABSENCE

Section 1. The Company will fully comply with, where applicable, all requirements of the federal Family and Medical Leave Act and any comparable related state or municipal laws or ordinances. Any leaves of absence under this Agreement will run, where lawful, concurrently with any legally required leave of absence.

Section 2. An employee who engages in gainful employment without permission from the Company while on leave of absence shall be subject to immediate discharge.

Section 3. All leaves of absence, either under the terms of this Agreement or personal leaves of absence under the Company's Employee Handbook, shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

Section 4. All leaves of absence must be applied for in writing and responded to in writing by the Company within fourteen (14) business days of the request.

Section 5. A non-probationary employee who is also an elected Union officer or steward may request an unpaid leave per Government contract year in order to attend Union functions outside of the Federal facilities protected by the Employer, provided that notwithstanding anything contained herein to the contrary, (i) the employee shall provide fourteen (14) days advance written notice to the Employer, (ii) the Employer may deny the leave if, as a result of the leave, the Employer would pay overtime to cover the post of such employee, and (iii) no more than one (1) employee in any metropolitan area may receive this leave at the same time, unless the Company agrees otherwise in its sole discretion.

ARTICLE 12 - SICK LEAVE

Section 1. Effective July 1, 2010, all non-probationary employees shall earn up to sixteen (16) hours of paid sick leave per full government contract year, which hours shall accrue at the rate of up to 1.33 hours per month not to exceed sixteen (16) hours per government contract year for each month of 144 hours or more of work as an employee under the Contract. For months during which fewer hours are worked as an employee under the Contract, the accruals for those months will be prorated. Paid sick leave time will only be accrued at the conclusion of each month.

Section 2. Effective July 1, 2011, all non-probationary employees shall earn up to twenty four (24) hours of paid sick leave per full government contract year, which hours shall accrue at the rate of up to 2.0 hours per month not to exceed twenty four (24) hours per government contract year for each month of 144 hours or more of work as an employee under the Contract. For months during which fewer hours are worked as an employee under the Contract, the accruals for those months will be prorated. Paid sick leave time will only be accrued at the conclusion of each month.

Section 3. Effective July 1, 2012, all non-probationary employees shall earn up to forty eight (48) hours of paid sick leave per full government contract year, which hours shall accrue at the rate of up to 4.0 hours per month not to exceed forty eight (48) hours per government contract year for each month of 144 hours or more of work as an employee under the Contract. For months during which fewer hours are worked as an employee under the Contract, the accruals for those months will be prorated. Paid sick leave time will only be accrued at the conclusion of each month.

Section 4. Sick leave time off must be approved by the employee's immediate supervisor or the employee's captain and shall be taken in no less than four (4) hour increments. Sick leave requests which exceed the accrued amount of sick leave then available to an employee will be processed as a request for personal leave under the Company's employee handbook. Approved sick leave shall be regarded as an excused absence.

Section 5. Any employee who is unable to report to work because of sickness shall notify the Employer at least two (2) hours prior to the beginning of his/her regular shift.

Section 6. Earned sick leave will be paid to each employee at the employee's base hourly rate of pay at the time earned and shall be paid on the payroll immediately following the sick leave. Up to two days of any unused accrued sick leave may be carried over into the next Government contract year, used within the first 60 days of said Government contract year, and will be paid at the rate at which it accrued. Thereafter, any unused sick leave will be paid within 90 days after the expiration of the Government contract year at the rate at which it accrued.

Section 7. A note from a doctor shall not be required for sick leave of less than three consecutive days unless, (i) as a result of a pattern of absences by the employee, (ii) the Employer has reason to suspect that the employee is not sick, or (iii) all of the then earned sick leave has been used.

ARTICLE 13 - UNION STEWARDS

Section 1. The Union will notify the Company of any duly designated Union stewards and the effective date on which they assume said role.

Section 2. Neither Union stewards nor any other Union official shall interfere with the management of the Company's business or direct any work of any employee.

Section 3. Neither Union officials nor Union members shall, during working time (excluding unpaid break or unpaid lunch periods), solicit membership, receive applications, hold individual and/or group meetings of any kind for the transaction of Union business, or conduct any Union activity or investigation, including the administration or monitoring of the Employer's compliance with this Agreement.

ARTICLE 14 - HOURS OF WORK, OVERTIME, MILEAGE AND TRAVEL

Section 1. Posts will be filled as follows:

(a) If there is an open post assignment, at the Employer's sole option, either a representative of the Employer or the Union will contact each employee working in the city in which the opening exists, to determine if they are interested in selecting the open post, with the most senior person making their selection first and then in descending order of seniority within the city in which the open post exists, provided that (i) the employee is qualified for the post, and (ii) the employee has not had any second Level 1 or any Level 2 disciplinary offenses under Article 9 within six (6) months prior to the post opening. If no employees working in the city in which the post opening exists select the post, then the same process shall be followed for employees regularly assigned to posts outside the city in which the open post exists. Open posts shall be filled by the most senior eligible employee selecting the post. This process shall continue for up to two backfills as a result of the first post opening. The Employer may fill any additional post openings in its sole discretion.

(b) After the post is filled, it shall not be subject to further post bidding unless a subsequent opening exists.

(c) Notwithstanding anything described in this Article, any post assignment shall be subject to any objection by the Government or the Employer. Until such time as the posting is filled pursuant to this Article, the Employer may fill the post in its sole discretion.

(d) Nothing contained herein shall guarantee to any employee any number of hours of work per day, per week or per shift. Further, in order to accommodate any required training, the Employer may temporarily change the post assignment and schedule of any employee.

Section 2. An overtime rate of one and one-half (1½) times an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

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

Section 4. Employees may be required to work up to two (2) hours beyond the hours scheduled on a particular day. In such case, (a) the employee shall be required to work such overtime or beyond scheduled hours unless the employee is excused for good cause, (b) (i) if the Employer has four or more hours of notice, the Employer shall fill any additional time (including splitting the additional time into blocks of one or more hours as determined by the Employer in its sole discretion) by attempting to contact the most senior employee in the same metropolitan area who is then scheduled to work less than forty (40) hours that workweek and is available to work the post without the Employer incurring overtime, and (ii) if no employees are willing to work, then the least senior employee who will result in the least overtime cost to the Employer shall be required to work the post, and (c) if the Employer has less than four hours notice, the

Employer may fill any additional time in its sole discretion. If an employee is not relieved at the end of his/her shift, the employee may be required to remain on post until relieved. Failure to accept assignments or remain on post when not excused by a supervisor shall be grounds for discipline, including without limitation, termination.

Section 5. Employees shall sign in and out on GSA Form 139 applicable to his/her post.

Section 6. The Company shall post the work schedule at least two (2) weeks in advance provided that the schedule may change from time to time and each employee is responsible to check the schedule each work day to see if any changes to the schedule affect them. If a change to the schedule requires an employee to work prior to his or her next originally scheduled work day, the Employer will make reasonable efforts to so notify the affected employee. After the schedule is posted, if an employee is granted time off during the workweek, the employee will not be required to work during such workweek on his or her regular day off unless the Employer would otherwise incur overtime.

Section 7. Employees are required to report for work at their scheduled starting times. An employee who has been called in to work for an unscheduled duty assignment, and has not been advised either orally or in writing not to report, shall receive a minimum of two (2) hours of pay at his/her regular straight-time hourly rate and may be required to work at any post at the discretion of the Employer.

Section 8. The Company agrees to pay an employee two (2) hours of their base hourly wage if the employee is sent home because of the Employer's mix up in the schedule and the employee is on the current schedule to work or the Company may assign the employee to any available post. If two employee's show up for work for the same post as a direct result of the

Employer's mix-up, the most senior person will work the post and the least senior person will be sent home with two (2) hours of pay or the least senior person may be assigned to work any available post.

Section 9. If a post is closed by the Government, after official notice from the Government, the Employer shall make reasonable efforts to notify the affected employee(s) of the closure and not to report to work. If any employee reports to his/her duty station and that duty station is closed due to bad weather or any order by the Government and the employee was not notified by the Employer, then that employee will be paid eight (8) hours of regular pay if the Employer is reimbursed by the Government for the post.

Section 10. If a reduction in coverage by the client is required and security officers hours are temporarily reduced, then full time employees will be given preference for work hours available during the reduction.

Section 11. Any overtime that is known to the Employer with less than four hours advance notice shall be filled at the sole discretion of the Employer.

Section 12. In filling overtime that is known to the Employer with four or more hours advance notice, the employee with the most seniority who signs the overtime list shall be offered overtime on a rotating basis with the other employees signing the overtime list. If the employee either declines or works the overtime, then the employee will be moved to the bottom of the overtime list and the employee with the next highest seniority shall be offered overtime. This process shall continue until the overtime is filled or entire overtime list is exhausted once and the process shall not re-start with each planned overtime situation. If no employees signing the overtime list agree to work overtime, then the employee with the least seniority who signed the overtime list shall be required to work the overtime on a rotating basis with all other employees

who signed the overtime list in the reverse order of seniority. If an employee who signed the overtime list refuses to work overtime twice, then that employee will be removed from the overtime list. If no employees sign the overtime list or if all employees that signed the overtime list are removed from the overtime list as provided herein, then the planned overtime may be filled by the Employer at its sole discretion with or without bargaining unit members.

Section 13. No overtime will be worked except by prior direction of the proper supervisory personnel of the Company.

Section 14. If an employee is required to work more than 60 miles (one way travel) from their regular work site, then the employee will be paid the employee's regular base hourly wage (less the regular travel time between the employee's home and regular work site), mileage from the employee's home to the work site (less the regular mileage between the employee's home and regular work site) at the rate of \$0.42 per mile, reimbursement of the cost of meals up to \$35.00 per day provided that receipts for such meals are submitted to the Employer along with a reimbursement request form provided by the Company, and reimbursement of pre-approved hotel room charges if not billed directly to the Employer by the hotel. Incidental expenses such as movies, alcohol, etc. will not be reimbursed.

Section 15. If an employee is required to attend training (which is less than 60 miles from their regular work site), then the employee will be paid mileage from the employee's home to the training site (less the regular mileage between the employee's home and regular work site) at the rate of \$0.42 per mile.

ARTICLE 15 - WAGES

Section 1. The base hourly wage for bargaining unit employees shall be as follows:

Grand Rapids and Holland

Administrative Information Outside of Scope

Effective December 1, 2009	Armed Security Officer	\$16.86 per hour
	Lead Security Officer	\$16.86 per hour
	Unarmed Security Officer	\$11.86 per hour
Effective July 1, 2010	Armed Security Officer	\$18.25 per hour
	Lead Security Officer	\$18.75 per hour
	Unarmed Security Officer	\$13.25 per hour
Effective July 1, 2011	Armed Security Officer	\$19.25 per hour
	Lead Security Officer	\$20.00 per hour
	Unarmed Security Officer	\$14.25 per hour
Effective July 1, 2012	Armed Security Officer	\$20.25 per hour
	Lead Security Officer	\$21.25 per hour
	Unarmed Security Officer	\$15.25 per hour

Administrative Information Outside of Scope

Alpena, Cadillac, Petoskey, Traverse City and West Branch

Effective December 1, 2009	Armed Security Officer	\$16.73 per hour
	Unarmed Security Officer	\$11.73 per hour
Effective July 1, 2010	Armed Security Officer	\$17.73 per hour
	Unarmed Security Officer	\$12.73 per hour
Effective July 1, 2011	Armed Security Officer	\$18.73 per hour
	Unarmed Security Officer	\$13.73 per hour
Effective July 1, 2012	Armed Security Officer	\$19.73 per hour
	Unarmed Security Officer	\$14.73 per hour

Flint

Effective December 1, 2009	Armed Security Officer	\$19.75 per hour
	Unarmed Security Officer	\$14.75 per hour
Effective July 1, 2010	Armed Security Officer	\$20.75 per hour
	Unarmed Security Officer	\$15.75 per hour
Effective July 1, 2011	Armed Security Officer	\$21.75 per hour
	Unarmed Security Officer	\$16.75 per hour
Effective July 1, 2012	Armed Security Officer	\$22.75 per hour
	Unarmed Security Officer	\$17.75 per hour

Bay City, Big Rapids, Ludington, Mount Pleasant, Owosso and Saginaw

Effective December 1, 2009	Armed Security Officer	\$17.04 per hour
	Unarmed Security Officer	\$12.04 per hour
Effective July 1, 2010	Armed Security Officer	\$18.04 per hour
	Unarmed Security Officer	\$13.04 per hour
Effective July 1, 2011	Armed Security Officer	\$19.04 per hour
	Unarmed Security Officer	\$14.04 per hour
Effective July 1, 2012	Armed Security Officer	\$20.04 per hour
	Unarmed Security Officer	\$15.04 per hour

Escanaba, Houghton, Ironwood, Marquette and Sault Ste Marie

Effective December 1, 2009	Armed Security Officer	\$13.92 per hour
	Unarmed Security Officer	\$8.92 per hour
Effective July 1, 2010	Armed Security Officer	\$15.17 per hour
	Unarmed Security Officer	\$10.17 per hour
Effective July 1, 2011	Armed Security Officer	\$16.42 per hour
	Unarmed Security Officer	\$11.42 per hour
Effective July 1, 2012	Armed Security Officer	\$17.67 per hour
	Unarmed Security Officer	\$12.67 per hour

Administrative Information Outside of Scope

Muskegon

Effective December 1, 2009	Armed Security Officer	\$16.65 per hour
	Unarmed Security Officer	\$11.65 per hour
Effective July 1, 2010	Armed Security Officer	\$18.04 per hour
	Unarmed Security Officer	\$13.04 per hour
Effective July 1, 2011	Armed Security Officer	\$19.04 per hour
	Unarmed Security Officer	\$14.04 per hour
Effective July 1, 2012	Armed Security Officer	\$20.04 per hour
	Unarmed Security Officer	\$15.04 per hour

Administrative Information Outside of Scop

ARTICLE 16 - HEALTH AND WELFARE

Section 1. Each employee must elect in writing one of the following: (i) participation in a Health and Welfare Plan offered by the Employer, or (ii) participation in the Employer's 401(k) Plan. If an employee fails to make an election, the employee shall be deemed to have selected participation in the Employer's 401(k) Plan.

Section 2. Effective July 1, 2010, the parties recognize that participation in the Health and Welfare Plan offered by the Employer will no longer be required and that each employee must elect in writing one of the following: (i) Health and Welfare allowance paid in cash, (ii) participation in a Health and Welfare Plan offered by the Employer (as allowed by the plan), or (iii) Health and Welfare allowance contribution paid into the Employer's 401(k) Plan. If an employee fails to make an election, the employee shall be deemed to have selected participation in the Employer's 401(k) Plan. The parties further recognize that as a result of the foregoing cash option, all Health and Welfare allowance cash payments, contributions into the Employer's 401(k) Plan and participation in the Health and Welfare plan will be included as income to employees and subject the employees to taxation in the calendar year received and will require the Employer to take appropriate withholding from said amounts.

Section 3. The Employer shall make Health and Welfare Allowance contributions/payments consistent with the election of each employee.

Section 4. Health and Welfare shall be based upon the first forty (40) hours actually worked (and not on hours paid) in any workweek as follows:

Effective December 1, 2009	\$3.35 per hour
Effective July 1, 2010	\$3.55 per hour
Effective July 1, 2011	\$3.80 per hour
Effective July 1, 2012	\$4.10 per hour

Section 5. No employee shall receive Health and Welfare Allowance amounts for more than 2,080 hours per Government contract year.

Section 6. Notwithstanding the foregoing, if there is an extension of the Contract, then the Health and Welfare Allowance amounts described above shall remain in effect during such extension.

ARTICLE 17 - RETIREMENT ALLOWANCE

Section 1. Effective July 1, 2011, the Employer will make a Retirement Allowance contribution on behalf of each non-probationary employee, to the Employer's 401(k) Plan for each hour worked (and not on hours paid) up to forty (40) hours per week, not to exceed 2,080 per year, as follows:

Effective July 1, 2011	\$0.50 per hour
Effective July 1, 2012	\$0.75 per hour

Section 2. Notwithstanding the foregoing, if there is an extension of the Contract, then the Retirement Allowance contribution described above shall remain in effect during such extension.

ARTICLE 18 - VACATIONS

Section 1. Effective December 1, 2009, full-time employees who work full time hours for the entire year prior to reaching their anniversary date shall be entitled to annual vacation pay, based on their continuous years of service in federal client-contracted security with the Employer (and its predecessor contractors) in accordance with the following schedule:

Grand Rapids, Holland, Muskegon, Bay City, Big Rapids, Ludington, Mount Pleasant, Owosso and Saginaw

Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of fifteen (15) years of service	160 hours
Upon completion of twenty five (25) years of service	200 hours

Alpena, Cadillac, Petoskey, Traverse City, West Branch

Upon completion of one (1) year of service	80 hours
Upon completion of eight (8) years of service	120 hours
Upon completion of fifteen (15) years of service	160 hours
Upon completion of twenty five (25) years of service	200 hours

Flint

Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of fifteen (15) years of service	160 hours

Escanaba, Houghton, Ironwood, Marquette and Sault Ste Marie

Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of fifteen (15) years of service	160 hours

Section 2. Effective July 1, 2011, full-time employees who work full time hours for the entire year prior to reaching their anniversary date shall be entitled to annual vacation pay, based on their continuous years of service in federal client-contracted security with the Employer (and its predecessor contractors) in accordance with the following schedule:

Grand Rapids, Holland, Muskegon, Bay City, Big Rapids, Ludington, Mount Pleasant, Owosso and Saginaw

Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of fifteen (15) years of service	160 hours
Upon completion of twenty five (25) years of service	200 hours

Alpena, Cadillac, Petoskey, Traverse City, West Branch

Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of fifteen (15) years of service	160 hours
Upon completion of twenty five (25) years of service	200 hours

Flint

Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of fifteen (15) years of service	160 hours

Escanaba, Houghton, Ironwood, Marquette and Sault Ste Marie

Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of fifteen (15) years of service	160 hours

Section 3. Effective July 1, 2012, full-time employees who work full time hours for the entire year prior to reaching their anniversary date shall be entitled to annual vacation pay, based on their continuous years of service in federal client-contracted security with the Employer (and its predecessor contractors) in accordance with the following schedule:

Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of fifteen (15) years of service	160 hours
Upon completion of twenty five (25) years of service	200 hours

Section 4. All other employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of non-overtime hours worked the prior year as compared to 1,872 hours.

Section 5. Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify the Employer in writing prior to January 31st of each year of his or her first and second choice for desired vacation periods, if any. Notwithstanding the foregoing, and unless the Employer agrees otherwise, an employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least sixty (60) days prior to the requested vacation time off. The Employer shall notify employees in writing whether their vacation request is granted or denied (i) by February 10 of each year for vacation requests submitted pursuant to the first sentence of this section, or (ii) within ten (10) days after receipt of a vacation request submitted pursuant to the second sentence of this section. The Employer's Captain (or other appropriate Company representative) will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer; provided, however, that (i) the final scheduling of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations, and (ii) previously approved vacations will not be changed without the consent of the employee with the previously approved vacation.

Section 6. Requests for earned vacation pay shall be submitted to the employee's immediate supervisor at least thirty (30) days in advance. [Any remaining earned and unused vacation pay shall be paid within thirty (30) days of the employee's next anniversary date of employment. All vacation pay shall be paid at the rate in effect at the time earned and shall not include health and welfare.]

Section 7. Vacation time shall not be cumulative from one year to the next.

Section 8. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on a leave of absence.

Section 9. If a full-time employee is on a leave of absence for more than thirty (30) days in any employment year, then vacation pay shall be paid on a prorated basis by calculating the percentage of non-overtime hours worked during such year as compared to 1,872 hours.

Section 10. Notwithstanding the foregoing, if there is an extension of the Contract, then the paid vacation schedule described in Section 1 above shall remain in effect during such extension.

ARTICLE 19 - HOLIDAYS

Section 1. Effective December 1, 2009, employees assigned to locations in Flint, Escanaba, Houghton, Ironwood, Marquette and Sault Ste Marie will receive the following 10 holidays: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Labor Day, Independence Day, Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Section 2. Effective December 1, 2009, employees assigned to locations in Alpena, Cadillac, Petoskey, Traverse City, West Branch, Grand Rapids and Holland will receive the following 11 holidays: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Labor Day, Independence Day, Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Section 3. Effective December 1, 2009, employees assigned to locations in Bay City, Big Rapids, Ludington, Mount Pleasant, Owosso, Saginaw and Muskegon will receive the following 13 holidays: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Labor Day, Independence Day, Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day.

Section 4. Effective July 1, 2011, employees assigned to locations in Flint, Escanaba, Houghton, Ironwood, Marquette, Sault Ste Marie, Alpena, Cadillac, Petoskey, Traverse City, West Branch, Grand Rapids and Holland will receive the following 11 holidays: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Labor Day, Independence Day, Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Section 5. Regular full-time employees who are not required to work on a holiday shall be paid eight (8) times his or her base hourly straight time wage rate, exclusive of any health and welfare, shift, overtime, or fringe benefit payments. To the extent permitted by applicable law, an employee will be paid holiday pay only if:

(a) The employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed, and

(b) The employee is not laid off or on a leave of absence.

Section 6. Any regular full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and, in addition, shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 3, above.

Section 7. An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay and shall be subject to discipline under this Agreement.

Section 8. Any regular part-time employee who works as scheduled on a holiday shall receive the employee's base hourly straight time wage rate for all hours worked plus prorated holiday pay, not to exceed 8 hours, based on the number of hours worked by the employee during the week preceding the holiday divided by thirty six (36), which fraction shall

be multiplied by eight (8). Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in Section 3, above, shall be paid only a proration of the full time benefit, not to exceed 8 hours, based on the number of hours worked by the employee during the week preceding the holiday divided by thirty six (36), which fraction shall be multiplied by eight (8).

ARTICLE 20 - UNIFORMS AND UNIFORM ALLOWANCE PAYMENTS

Section 1. Effective July 1, 2010, the Employer will make Uniform Allowance payments to each non-probationary employee, for each hour worked (not on hours paid) up to forty (40) hours per week, not to exceed 2,080 per year, as follows:

Effective July 1, 2010	\$0.25 per hour
Effective July 1, 2011	\$0.35 per hour
Effective July 1, 2012	\$0.45 per hour

Section 2. Upon termination of employment, all company-issued uniforms and equipment shall be returned to the Company. Returned clothing shall be cleaned and returned as it was given to the employee at the time of entering into the Contract. The cost for any missing items and/or the cost of cleaning shall be the actual cost to the Employer and shall be deducted from the employee's final payroll check.

ARTICLE 21 - BEREAVEMENT

Section 1. Effective July 1, 2010, the Company agrees to pay non-probationary full time employees for three (3) days per contract year for bereavement leave in the event of the death of the employee's father, mother, sister, brother, grandfather, grandmother, children, aunt, uncle and spouse.

ARTICLE 22 - COMPANY REGULATIONS

Section 1. Any rules, regulations or directives which are now in effect, or which may be later imposed upon the Company by its Client, or any other Governmental Agency having jurisdiction will apply with equal force and effect to the employees hereunder. Employees are also required to adhere to Company Rules and Regulations, notwithstanding any possible conflict with any provisions of the Agreement; provided that prior to implementing changes to Company Rules and Regulations not required by the Government, the Company will discuss such changes with the Union either in person or telephonically.

ARTICLE 23 - NO STRIKE – NO LOCKOUT

Section 1. During the term of this Agreement, and any renewal or extension thereof, neither the Union, its officers, officials, representatives, agents, members, or any employee will authorize, instigate, aid, condone, promote, participate in, engage in any strike, including sympathy strike, work stoppage, slowdown, planned inefficiency, boycott, sit-down, sit-in, or other interruption with the Company's work or the business of the Company, or any impeding of business of the Company, regardless of whether there is a claim by the Union of breach of this Agreement, or of any federal, state, or local law. Any employee or employees who violate the provisions of this Article will be subject to disciplinary action up to and including immediate termination, without recourse by the Union or any employee to the grievance and arbitration procedures under this Agreement and without any other recourse by the Union or the employee against the Employer.

Section 2. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the

operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

Section 3. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

Section 4. During the term of this Agreement, the Company will not lock out the employees.

ARTICLE 24 - EMPLOYEE INJURY

Section 1. An employee injured during working hours shall receive the rest of the day off without loss of pay for that day, if the injuries are such that a doctor orders the employee not to return to work. An injured employee must report an injury or injuries occurring on the job to his immediate supervisor as soon as possible after sustaining the injury. The employee must report the injury or injuries during the same work shift that the employee is working when the injury occurs. Medical attention will be as directed by the Supervisor/Project Manager, who will also insure prompt submission of documentation for worker's compensation purpose.

ARTICLE 25 - DRUG AND ALCOHOL POLICY

Section 1. The Employer may, from time to time, (a) randomly test any bargaining unit employee, (b) test any bargaining unit employee based upon the Government's or the Employer's reasonable suspicion, (c) test any employee involved in any discharge of his or her weapon (except at the gun range), any accident or any workplace injury, (d) test any employee as part of their government required physical examination, or (e) test any bargaining unit employee as allowed under any applicable federal, state or local law for the use of illegal drugs. Such testing will be in accordance with the procedures described in The Mandatory Guidelines for

Federal Workplace Drug Testing Programs, initially published by the U.S. Department of Health and Human Services, as amended from time to time, and in conformance with applicable state laws, if any. There shall be no discrimination against bargaining unit employees and such testing will be conducted by the Employer under a program and procedures of uniform applicability to all the bargaining unit employees.

Section 2. The Union and the Employer agree that there shall be a zero tolerance policy for illegal drug use. If the results of a drug test are positive for illegal drugs, the Employer may immediately terminate the employee.

Section 3. The Union and the Company agree to abide by the Company's substance abuse policy.

Section 4. If a bargaining unit employee is required to take a random drug test the employee will be paid two (2) hours of pay at his/her regular straight-time hourly rate if the employee is not otherwise on duty and no time spent by the employee in connection with said random drug test shall be included for purposes of determining overtime or calculating overtime pay.

ARTICLE 26 - GOVERNMENT REQUIREMENTS

Section 1. The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement are subject to the wishes of the Government. The client may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, etc., as the client deems to be in the interest of the Government.

Section 2. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical

examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), or with the requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse by the Union or any employee to the grievance and arbitration procedures under this Agreement and without any other recourse by the Union or the employee against the Employer. However, the Employer and the Union will meet and confer to discuss the implementation thereof, if implementation is not provided by the Government.

Section 3. The Company will provide the Union with a copy of such Government action, if available, and if not available in writing, the Company will inform the Union of the facts giving rise to such Government action.

ARTICLE 27 - EXAMINATIONS

Section 1. Applicants, trainees and candidates for employment and employees may be required to successfully pass a physical/medical/psychological examination and drug screen, physical test and weapons test, specified by the Contract or Company policy or should the Employer have concerns regarding an employee's fitness for duty. At any time an employee may be subject to further physical/medical/psychological examinations and testing during the course of his or her employment or recall to service after leave of absence. Any Company-directed physical/medical/psychological or drug testing will be at the Company's expense.

Section 2. If a bargaining unit employee is required to take a physical/medical/psychological examination after commencing work under the Contract, the employee will be paid for the actual time of such examination not to exceed two (2) hours of pay at his/her regular straight-time hourly rate if the employee is not otherwise on duty and no time

spent by the employee in connection with said examination shall be included for purposes of determining overtime or calculating overtime pay.

ARTICLE 28 - BULLETIN BOARD/BULLETIN BOOK

Section 1. If approved by the client, (a) the Employer shall provide the Union with reasonable space on a Company bulletin board located in the lunch room or break area; or (b) the Union may store a bulletin book at each post. The bulletin board or the bulletin book may only be used by the Union for the posting of official notices to the members of the bargaining unit. At any time, the Employer may review the bulletin board and/or bulletin book for compliance with this provision. Derogatory or offensive comments or messages may be removed by the Employer.

ARTICLE 29 - GENERAL

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

Section 2. Employees are required as a condition of employment or continued employment to possess certain security clearances, suitability, licenses and/or certifications (including weapons' certifications). These requirements are subject to modification as determined by the client. The Company will pay all refresher training required hours the Company deems necessary for the employee to complete weapons recertification.

Section 3. Employees entering service with the Company agree that the Company will perform personal background checks and verification of employee provided references. Submission of information, determined to be false, relative to background data,

qualifications, experience and or references, or revelation of detrimental information prejudicial to the Company's interest, will subject the employee to and is defined as conduct warranting immediate discharge for cause.

Section 4. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union for the life of this Agreement each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 5. This Agreement constitutes the full and complete agreement between the Company and the Union, it being understood that nothing shall be implied as being binding on the parties except to the extent expressly set forth in this Agreement. Moreover, this Agreement fully supersedes any and all prior commitments, understandings or practices, whether written or oral, express or implied, between the Employer, the Union and/or the employees.

Section 6. This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.

ARTICLE 30 - TERM AND DURATION

Section 1. This Agreement shall be in full force and effect on December 1, 2009, and shall remain in full force and effect until midnight December 1, 2012 and so on from year to year

thereafter unless, not later than sixty (60) days prior to the end of the current term and duration, either of the Parties hereto gives written notice to the other of an intent to terminate, modify, amend and/or renew the Agreement at the end of its then current term and duration. If the parties fail to provide timely notice to amend, terminate, or otherwise re-negotiate a new collective bargaining agreement, then this Agreement shall automatically renew for successive one year periods. Notwithstanding the foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the bargaining unit.

Section 2. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the client of its relationship with the Employer to provide security services as described in Article 1 of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement effective as of the 1st day of December, 2009.

**FOR: INTERNATIONAL UNION FOR:
UNITED GOVERNMENT SECURITY DECO, INC.
OFFICERS OF AMERICA**

By _____
Its _____

By _____

(b)(6)

**FOR:
UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA, LOCAL 288**

By _____
Its _____

thereafter unless, not later than sixty (60) days prior to the end of the current term and duration, either of the Parties hereto gives written notice to the other of an intent to terminate, modify, amend and/or renew the Agreement at the end of its then current term and duration. If the parties fail to provide timely notice to amend, terminate, or otherwise re-negotiate a new collective bargaining agreement, then this Agreement shall automatically renew for successive one year periods. Notwithstanding the foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the bargaining unit.

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UNITED GOVERNMENT SECURITY DECO, INC.
OFFICERS OF AMERICA**

(b)(6)

**FOR:
UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA, LOCAL 288**

(b)(6)

4905564v4

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W. Gross Division of Director Wage Determinations	Wage Determination No.: CBA-2010-3550 Revision No.: 0 Date Of Last Revision: 6/30/2010

State: Michigan

Area: Lapeer

Employed on DHS, Office of Procurement Operations, Federal Protective Services, Acquisition Management Division contract for Professional Guard Services at Various Locations throughout the State of Michigan.

Collective Bargaining Agreement between contractor: DECO, Inc, and union: International Union, United Government Security Officer of Ameri Local 289, effective 12/1/2009 through 12/1/2012.

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).

Collective Bargaining Agreement

Between

DECO, Inc.

and

UGSOA International Union

and its affiliate

Detroit, Michigan – Local 289

Effective Dates

December 1, 2009

to

December 1, 2012

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COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT is made by and between DECO, Inc. (the "Employer" or the "Company") and the INTERNATIONAL UNION UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA), and its Local 289 (collectively, the "Union").

ARTICLE 1 - UNION RECOGNITION

Section 1. The Company hereby recognizes the Union as the sole bargaining agent of all employees in the following unit: all full-time and regular part-time security guards (including lead security guards) performing services for the Company under the Contract (as defined below) in the Detroit, Michigan operating area (Local 289), but excluding all office clerical employees, professional employees, managers, non-security personnel, sergeants, lieutenants, captains, assistant project manager, project manager, applicants, candidates, pre-employment trainees, and supervisors, as defined by the National Labor Relations Act, as amended and all other employees of the Company, pursuant to the Company's contract with the U.S. Department of Homeland Security, Contract No. HSCEC-5-09-A-00004 ("the Contract").

Section 2. Whenever the words "employee" or "employees" are used in this Agreement, they designate only the employees in the bargaining unit of the Union as described above. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

Section 3. This recognition of the Union only applies to the extent the work is being performed pursuant to the Contract. Furthermore, it is agreed that (a) the Employer shall have no liability as a successor employer for events occurring before the execution of this Agreement,

and (b) any past practices of the Employer which occurred prior to the date hereof are hereby merged into this Agreement.

Section 4. The term “full-time employee” shall refer to employees who are regularly scheduled to work and regularly work thirty six (36) or more hours per regular workweek, excluding any unpaid meal or break periods, sick leave and vacations. The term “part-time employee” shall refer to employees who are regularly scheduled to work and regularly work less than thirty six (36) hours per work week, excluding any unpaid meal or break periods, sick leave and vacations.

Section 5. In the event of an emergency, to provide relief, to cover posts due to manpower shortages or because of training of employees, it is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the Employer’s client.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. The Employer has the sole and exclusive right to manage its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in its client’s facilities and operations including the right to select, hire, promote, demote, lay off, assign and train employees; to subcontract any part of its operations, including unit work (provided such subcontracting does not result in the layoff of an employee and is on a temporary basis of not

more than 180 days per calendar year); to select and determine supervisory employees; to bid or not bid, or to rebid or not rebid, contracts with its clients; to determine and change starting times, quitting times, schedules shifts and post assignments of employees; to determine and change methods and means by which operations are to be carried on; to establish and/or abolish duties, standards of performance for employees, job classifications, operating units or departments; to establish, change (after notice to the Union) and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to employees in accordance with the needs and requirements of the client and the Employer, as determined by the Employer. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement.

Section 2. The Employer shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement.

Section 3. The above rights of management are not inclusive of all matters or rights, which belong to and are inherent to management.

ARTICLE 3 - UNION MEMBERSHIP AND CHECK-OFF

Section 1. It is understood that as a condition of employment all employees covered by this Agreement shall become members of the Union after the 30th day following the actual beginning of such employment, or the effective date of this Agreement, whichever is later; and thereafter as a condition of continued employment such employees including those presently members of the Union, shall remain members in good standing in the Union.

Section 2. Subject to the limitations of state or federal law, the Company agrees to deduct from each payroll check the amount of 1/26th of the annual Union membership dues and levied by the Union in accordance with said Union's constitution and bylaws, of each member of the Union who has in effect at that time proper authorization card executed by the employee, authorizing the Company to make such deductions. The Union will inform the Company in writing of the amount of dues and any initiation fees to be paid by employees.

Section 3. The authorization form shall be provided by the Union. The Company will submit to the Union's designated official dues withheld in accordance with the authorization. The remittance shall be accompanied by a list showing individual names, dates hired and amounts deducted. All sums collected in accordance with such signed authorization cards shall be remitted by the Company no later than the fifteenth (15th) day of the following month.

Section 4. The Union agrees to defend, indemnify and hold the Company harmless from any action or actions arising out of or related to these dues and initiation fee deductions and any of the other provisions of this Article, and assume full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this Article, providing such errors are unintentional and are corrected within a reasonable period of time when brought to the Company's attention. The Company will not be responsible to collect or deduct dues in arrears.

Section 5. Payments for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during periods of permanent transfer to a position not covered by this Agreement. The Union, and not the

Employer, will be solely responsible for reconciling and resolving any over or under payments of any dues or fees.

Section 6. Upon the request of the Union, the Company will make available to the Union a list of newly hired and terminated employees covered by this Agreement. Such list will show the name, address, and hire or termination date of the employees who are hired or terminated during the month for which the list is prepared.

Section 7. If a member of the bargaining unit is assigned to an acting sergeant position, while performing the acting sergeant position, such person shall be working outside the bargaining unit.

ARTICLE 4 - LEAD GUARDS

Section 1. Lead guards may perform the following duties: (1) assist supervisors with leading operations, (2) responsible for providing reasonable assistance to security officers, (3) assist with filling posts, (4) assist with compliance of Company and Government policies and procedures and notify supervisors of related issues or concerns, and (5) act as a point of contact between security officers and supervisors.

Section 2. The Employer shall have the sole discretion to select and assign lead guards but will consider security guards that express interest in being a lead guard.

ARTICLE 5 - EQUAL OPPORTUNITY

Section 1. The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, or disability, union membership, or other legally protected classification. No claimed violation of this Section shall be subject to the grievance and arbitration provisions of this Agreement. Further, any action taken by the Employer to comply with the Americans with Disabilities Act, or

any other state or federal law, shall not be the subject of a grievance or arbitration nor give rise to a claim that this Agreement has been violated.

Section 2. Both the Company and the Union endorse a zero tolerance for any form of harassment against a fellow employee, client employee or visitor to any federal facility. If the Company receives a complaint that this provision has been violated, the Company will investigate the complaint. The Company, in its sole discretion, will assess the credibility of the complainant, any witnesses and the accused. Any violation of this provision will result in immediate termination.

ARTICLE 6 - PROBATIONARY PERIOD

Section 1. Newly hired employees shall be regarded as probationary employees for the first ninety (90) days they work. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, lay off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance and/or arbitration provisions contained herein, which provisions, with respect to probationary employees, are hereby waived by the Union on its behalf and on behalf of bargaining unit members. The Employer, upon written notification to the Union and the affected employee, may extend any probationary period up to one additional period of thirty (30) days of work. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's date of hire.

ARTICLE 7 - SENIORITY

Section 1. Seniority lists for the bargaining unit will be posted and maintained by the Employer and shall be made available to proper Union officials monthly. An employee's

standing on the posted seniority list will be final unless protested in writing to the captain within twenty (20) calendar days after the list is posted each month. Thereafter, seniority may only be protested for employees appearing on the list for the first time, and then, only within twenty (20) calendar days after the list is posted each month.

Section 2. Except as otherwise provided herein, seniority shall be measured from the earlier of (i) the date of hire with the Company under the Contract, or (ii) the date the employee commencing working for a predecessor employer engaged in providing similar services as the Employer provides under the Contract; provided there has been no break in seniority under Section 3 of this Article.

Section 3. The seniority of an employee shall be terminated for any of the following reasons:

- (a) After notice from the Company to report to work, the employee fails to report to work on the day following expiration of an authorized leave of absence;
- (b) The employee fails, while on layoff, upon notice from the Company that work is available, to report to the Company as scheduled;
- (c) The employee quits or retires;
- (d) With respect to non-probationary employees, discharge for just cause and with respect to probationary employees any discharge;
- (e) Failure to perform work for a period of 6 consecutive months, or a period equal to the length of seniority, whichever is lesser.

Section 4. It is the obligation of each employee to keep the Company and Union informed of his or her current address and telephone number within one (1) week of any change.

Section 5. An employee who has occupied a position in the bargaining unit and who accepts a position with the Company outside of the bargaining unit will, after ninety (90) days, no longer continue to accrue seniority, and that employee will lose their seniority they have accrued.

ARTICLE 8 - LAYOFF AND RECALL

Section 1. Whenever it is necessary to layoff employees, or if the Contract is terminated, not extended or not renewed, the Employer may layoff employees, as it deems necessary, in the following manner:

- (a) Employees voluntarily agreeing to be laid off shall be laid off first.
- (b) Should it be necessary to further reduce the work force, probationary employees shall be laid off second.
- (c) Should it be necessary to further reduce the work force, non-probationary employees shall then be laid off in the inverse order of their seniority, regardless of whether such employee is full-time or part-time.

Section 2. Laid-off employees are not eligible for any compensation or Employer paid fringe benefits (other than unemployment compensation) during their periods of layoff.

Section 3. Employees who have been laid-off will be recalled to work in the reverse order in which they were laid off.

ARTICLE 9 - DISCIPLINE

Section 1. No employee who has completed the probationary period shall be suspended or discharged without just cause unless the employee is removed from working under the Contract by the Government, at the order or request of the Government, or if the employee's credentials are denied or withdrawn by the Government. The Company will provide the Union

with a copy of such Government order or request, if available. If such Government order or request is not available, the Company will inform the Union of the facts giving rise to such order or request. All suspensions and dismissals of non-probationary employees made solely by the Company (i.e., not due to an action or order of the Government) will be subject to the Grievance Procedures and Arbitration clause set forth in this Agreement, but shall start at Step Three. All reprimands and discharge notices shall be in writing and shall be signed by the Employer. Copies of the reprimand or discharge notice shall be given to the non-probationary employee reprimanded or discharged and the Union; provided that, the failure to provide a copy of the notice does not negate or affect the action taken.

Section 2. Subject to the foregoing, discipline shall be applied in the following manner:

(a) Level 1 Offense

(i) With respect to the first Level 1 offense, the employee will be given a verbal warning within fifteen (15) days after the Employer has actual knowledge of the offense. Evidence of the verbal warning shall be placed in the employee's personnel file.

(ii) With respect to any second Level 1 offense (whether the same or different than any prior Level 1 offense), the employee will be given a written warning within fifteen (15) days after the Employer has actual knowledge of the offense.

(iii) With respect to any third Level 1 offense (whether the same or different than any prior Level 1 offense), the employee shall be suspended without pay for a period of up to five (5) days at the sole discretion of the

Employer. The suspension must start within ten days (excluding vacations, holidays, leave or other time off by the employee).

(iv) With respect to any fourth Level 1 offense (whether the same or different than any prior Level 1 offense), the employee may be terminated, at the sole discretion of the employer.

(v) A Level 1 offense shall mean the following:

(1) breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of any Government agency or otherwise in accordance with the policies of the Employer,

(2) except by Union officials not otherwise in violation of this Agreement, improper discussion of workplace issues with any Government agency; including, without limitation, any issue that could be the subject of a grievance under this Agreement,

(3) allowing personal visitors or relatives on Government property while on duty without following all the guidelines and rules applicable for other visitors,

(4) personal use of and/or Union use of Government telephones, copy machines, fax machines, computers, networks, or other equipment,

(5) possessing or using non-Government owned radios, televisions, computers, cellular telephones, music players, or any other electronic media and/or any other communication device while on duty,

(6) visiting or being on Government property or private property at which the Government leases space while off duty unless utilizing the services of a Government agency located in the building or on official Union business if allowed by the Government,

(7) any unexcused lateness to an assigned post,

(8) unexcused failure to timely report for training or work as scheduled,

(9) unexcused failure to timely report to an assigned duty post at the start of a shift or return from any break or lunch,

- (10) failure to call-off with less than two (2) hours notice,
 - (11) Reading, eating or drinking on post (unless allowed by the Employer), or
 - (12) violation of grooming standards.
- (vi) A Level 1 offense will be removed from the employee's personnel file after twelve (12) months and will not be used in any further disciplinary proceedings.

(b) Level 2 Offense

(i) Subject to the foregoing, the following offenses, shall subject an employee to immediate discharge:

- (1) abuse of authority,
- (2) neglect of duty or failure to perform duties,
- (3) breach of security,
- (4) conduct which disparages the Government or its agents, or the reputation of the Employer or its agents, to the Government or to other third parties, except when such conduct is privileged under the specific law,
- (5) inappropriate conduct directed at or involving Government employees, members of the public using the federal facilities or employees of vendors, suppliers or service providers to the Government at or near the federal facilities, or while in uniform,
- (6) violation of the code/standards of conduct, any employee personnel policy manual of Employer and/or the Federal Protective Service Security Guard Information Manual,
- (7) dishonesty,
- (8) misappropriation of funds,
- (9) theft,

- (10) assault while on duty,
- (11) intoxication or drinking on duty,
- (12) illegal use or possession of drugs and narcotics,
- (13) fighting on post or Government premises while on duty,
- (14) sleeping while on duty,
- (15) willful or negligent destruction of property,
- (16) criminal misconduct,
- (17) the employee is insubordinate (which includes disrespectful conduct and/or comments, profanity towards superiors and failure to follow direct written or verbal orders) in connection with employment,
- (18) improper use of a firearm or possession of a firearm not issued or authorized by the Employer,
- (19) engaging in sexual harassment, any unlawful conduct or any other conduct prohibited by the Employer (after notice of the prohibited conduct to the employee),
- (20) any relationship with any co-worker, supervisor, subordinate or employee or agent of the Government, or attempting the same if the foregoing affects the workplace,
- (21) fraternizing with employees or agents of the Government if the foregoing affects the workplace,
- (22) violation of any zero tolerance policy described in this Agreement,
- (23) during working time (excluding unpaid break or unpaid lunch periods), solicit membership, receive applications, hold individual and/or group meetings of any kind for the transaction of Union business, or conduct any Union activity or investigation, including the administration or monitoring of the Employer's compliance with this Agreement,
- (24) the employee is absent from work without advising the Employer and giving reasons reasonably acceptable to the Employer for such absence,

(25) the employee overstays a leave of absence or a vacation without an excuse reasonably acceptable to the Employer,

(26) the employee has falsified or misrepresented any material information on his/her application for employment or any material information otherwise supplied to the Employer or the Government,

(27) after testing or re-testing if allowed by the client, the employee fails to establish that he or she satisfies all standards and/or requirements (including, without limitation, required licensing, weapons, medical, physical and psychological fitness) of the Employer or the Government to continue to work under the Contract,

(28) the employee's seniority is terminated under this Agreement,

(29) failure to provide written notice to the Employer and any other appropriate official of being under investigation, arrested, charged or resulting conviction of a crime or act of domestic violence,

(30) improper use of official authority or credentials including misrepresentation of titles or scope of authority,

(31) lending or giving Company or Government keys or access codes to unauthorized persons,

(32) revealing security information to any unauthorized person or entity,

(33) threatening or intimidating co-workers, supervisors, management, any Government employees or visitors in any Government building, by words or action,

(34) falsification or concealment, removal, mutilation or destruction of any Government or Employer reports, documents or records, and

(35) leaving a post without being properly relieved.

Section 3. This Article shall be strictly construed without consideration of any special circumstances or excuses of an affected employee and no exceptions shall be made from the provisions described in this Article. There will be no chances beyond the above provisions.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. The term “days” as used in this Article shall not include Saturday, Sunday or holidays (as observed under this Agreement).

Section 2. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified shall be strictly construed but may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of moving the grievance to the next step. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

Section 3. All grievances shall be presented and processed in accordance with the following procedure:

(a) Step One – A representative of the Union having a grievance on behalf of an employee(s) shall reduce the grievance to writing and present the grievance to the Lieutenant of the affected employee within seven (7) days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by a local Union official and shall (i) state the facts of the grievance in detail, (ii) set forth the specific section(s) of this Agreement that are claimed violated, (iii) state the requested remedy,

and (iv) include a copy of all statements and supporting documentation available to the grieving employee and the Union. The Lieutenant of the grieving employee shall countersign the grievance thereby acknowledging receipt of the grievance. The grievant, a Union representative (if requested by the grievant) and the grievant's Lieutenant (or his/her designee) may meet to discuss the grievance. The Lieutenant shall give a written decision to the Union within ten (10) days after receipt of the grievance at Step One.

(b) Step Two - If the grievance is not resolved at Step One, the Union must refer the grievance to the Captain of the affected employee within seven (7) days after the Lieutenant's decision. The Captain (or his/her designee) may meet with the grievant and a Union representative (if requested by the grievant) to discuss the grievance. The Captain shall give a written decision to the Union within ten (10) days after receipt of the grievance at Step Two.

(c) Step Three - If the grievance is not resolved at Step Two, the Union must refer the grievance to the Project Manager, within seven (7) days after the Captain's decision. The Project Manager (or his designee) may meet with the grievant and a Union representative (if requested by the grievant) to discuss the grievance. The Project Manager shall give a written decision to the Union within fifteen (15) days after receipt of the grievance at Step Three.

(d) Step Four - Except as provided below, any grievance arising during the term of this Agreement not resolved at Step Three must be submitted to arbitration by submitting a written request thereof to the other party within seven (7) days after the decision of the Project Manager. Service of a request for arbitration upon the Employer must be made upon the Employer's Vice President at the corporate office.

(i) Notwithstanding the foregoing, no individual grievant may move a grievance to Step Four. Only the Union, by letter or form executed by an authorized Union officer, who is not the grievant, may move a grievance to Step Four.

(ii) Notwithstanding the foregoing, no grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Contract (as defined on page 1 in this Agreement), the Employer's adherence to the Contract or the Employer's adherence to a request, suggestion, requirement or recommendation of the Government shall be processed to Step Four since those matters are not arbitrable and no arbitrator shall have jurisdiction over such matters.

(iii) Following a proper and timely written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the Union shall immediately submit the matter to the local office of the Federal Mediation and Conciliation Service for a panel of seven (7) regionally listed Arbitrators. The Arbitrator will then be selected, and the arbitration shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service. If the Union does not submit the matter to the Federal Mediation and Conciliation Service within forty five (45) days after the request for arbitration is received by the Employer, the Union shall be deemed to have abandoned the request for arbitration, the arbitration shall be forever waived and

no arbitrator shall have jurisdiction over the issues raised in the request for arbitration.

(iv) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon the request of either or both parties.

(v) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the grievance procedure or reasonably implied from the grievance.

(vi) The arbitrator's fee and the arbitrator's expenses shall be shared equally by the parties. In all cases, the cost of any hearing room and/or transcript shall be equally shared by the parties. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expenses.

(vii) The following matters are not arbitrable and the arbitrator shall have no power and no jurisdiction to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit the Employer's discretion; (d) interpret or apply the Service Contract Act and implications of Wage Determinations as well as any other legal obligation not referred to in this Agreement; (e) consider any matter or substitute his or her judgment for that of the Government's regarding a determination, suggestion, recommendation or request of the Government, the contracting officer or other official of the Government; or (f) the Employer's

compliance with a recommendation, suggestion, request or requirement of the Government, the contracting officer or other official of the Government.

(viii) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the parties to this Agreement. Any award of back pay to an individual grieving a discharge, discipline or any other matter shall not predate the date of the grievance by more than five (5) days, and shall be offset by all earned income received during the applicable period (including all disability, worker's compensation, unemployment and other income received), as well as being fully adjusted by any failure on the individual's part to properly mitigate his or her damages. Any award of front pay shall not, in the aggregate, exceed an amount equal to the employee's earnings for the 12 month period immediately preceding the date of the grievance. The arbitrator shall only have authority to award economic damages and shall have no authority to award non-economic damages such as punitive damages, emotional distress or pain and suffering damages.

ARTICLE 11 - LEAVE OF ABSENCE

Section 1. The Company will fully comply with, where applicable, all requirements of the federal Family and Medical Leave Act and any comparable related state or municipal laws or ordinances. Any leaves of absence under this Agreement will run, where lawful, concurrently with any legally required leave of absence.

Section 2. An employee who engages in gainful employment without permission from the Company while on leave of absence shall be subject to immediate discharge.

Section 3. All leaves of absence, either under the terms of this Agreement or personal leaves of absence under the Company's Employee Handbook, shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

Section 4. All leaves of absence must be applied for in writing and responded to in writing by the Company within fourteen (14) business days of the request.

Section 5. A non-probationary employee who is also an elected Union officer or steward may request an unpaid leave per Government contract year in order to attend Union functions outside of the Federal facilities protected by the Employer, provided that notwithstanding anything contained herein to the contrary, (i) the employee shall provide fourteen (14) days advance written notice to the Employer, (ii) the Employer may deny the leave if, as a result of the leave, the Employer would pay overtime to cover the post of such employee, and (iii) no more than one (1) employee in any metropolitan area may receive this leave at the same time, unless the Company agrees otherwise in its sole discretion.

ARTICLE 12 - SICK LEAVE

Section 1. Effective July 1, 2010, all non-probationary employees shall earn up to sixteen (16) hours of paid sick leave per full government contract year, which hours shall accrue at the rate of up to 1.33 hours per month not to exceed sixteen (16) hours per government contract year for each month of 144 hours or more of work as an employee under the Contract. For months during which fewer hours are worked as an employee under the Contract, the accruals for those months will be prorated. Paid sick leave time will only be accrued at the conclusion of each month.

Section 2. Effective July 1, 2011, all non-probationary employees shall earn up to twenty four (24) hours of paid sick leave per full government contract year, which hours shall accrue at the rate of up to 2.0 hours per month not to exceed twenty four (24) hours per government contract year for each month of 144 hours or more of work as an employee under the Contract. For months during which fewer hours are worked as an employee under the Contract, the accruals for those months will be prorated. Paid sick leave time will only be accrued at the conclusion of each month.

Section 3. Effective July 1, 2012, all non-probationary employees shall earn up to forty eight (48) hours of paid sick leave per full government contract year, which hours shall accrue at the rate of up to 4.0 hours per month not to exceed forty eight (48) hours per government contract year for each month of 144 hours or more of work as an employee under the Contract. For months during which fewer hours are worked as an employee under the Contract, the accruals for those months will be prorated. Paid sick leave time will only be accrued at the conclusion of each month.

Section 4. Sick leave time off must be approved by the employee's immediate supervisor or the employee's captain and shall be taken in no less than four (4) hour increments. Sick leave requests which exceed the accrued amount of sick leave then available to an employee will be processed as a request for personal leave under the Company's employee handbook. Approved sick leave shall be regarded as an excused absence.

Section 5. Any employee who is unable to report to work because of sickness shall notify the Employer at least two (2) hours prior to the beginning of his/her regular shift.

Section 6. Earned sick leave will be paid to each employee at the employee's base hourly rate of pay at the time earned and shall be paid on the payroll immediately following the

sick leave. Up to two days of any unused accrued sick leave may be carried over into the next Government contract year, used within the first 60 days of said Government contract year, and will be paid at the rate at which it accrued. Thereafter, any unused sick leave will be paid within 90 days after the expiration of the Government contract year at the rate at which it accrued.

Section 7. A note from a doctor shall not be required for sick leave of less than three consecutive days unless, (i) as a result of a pattern of absences by the employee, (ii) the Employer has reason to suspect that the employee is not sick, or (iii) all of the then earned sick leave has been used.

ARTICLE 13 - UNION STEWARDS

Section 1. The Union will notify the Company of any duly designated Union stewards and the effective date on which they assume said role.

Section 2. Neither Union stewards nor any other Union official shall interfere with the management of the Company's business or direct any work of any employee.

Section 3. Neither Union officials nor Union members shall, during working time (excluding unpaid break or unpaid lunch periods), solicit membership, receive applications, hold individual and/or group meetings of any kind for the transaction of Union business, or conduct any Union activity or investigation, including the administration or monitoring of the Employer's compliance with this Agreement.

ARTICLE 14 - HOURS OF WORK, OVERTIME, MILEAGE AND TRAVEL

Section 1. Posts will be filled as follows:

(a) If there is an open post assignment, at the Employer's sole option, either a representative of the Employer or the Union will contact each employee in the local to select a post with the most senior person making their selection first and then in

descending order of seniority within their local, provided that (i) the employee is qualified for the post, and (ii) the employee has not had any second Level 1 or any Level 2 disciplinary offenses under Article 9 within six (6) months prior to the post opening. Posts shall be filled by the most senior eligible employee until the next opening. This process shall continue for up to three backfills as a result of the post opening. The Employer may fill any additional post openings in its sole discretion.

(b) After the post is filled, it shall not be subject to further post bidding unless a subsequent opening exists.

(c) Notwithstanding anything described in this Article, any post assignment shall be subject to any objection by the Government or the Employer. Until such time as the posting is filled pursuant to this Article, the Employer may fill the post in its sole discretion.

(d) Nothing contained herein shall guarantee to any employee any number of hours of work per day, per week or per shift. Further, in order to accommodate any required training, the Employer may temporarily change the post assignment and schedule of any employee.

Section 2. An overtime rate of one and one-half (1½) times an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

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

Section 4. Employees may be required to work up to two (2) hours beyond the hours scheduled on a particular day. In such case, (a) the employee shall be required to work such

overtime or beyond scheduled hours unless the employee is excused for good cause, (b) (i) if the Employer has four or more hours of notice, the Employer shall fill any additional time by attempting to contact the most senior employee in the same metropolitan area who is then scheduled to work less than forty (40) hours that workweek and is available to work the post without the Employer incurring overtime, and (ii) if no employees are willing to work, then the least senior employee who will result in the least overtime cost to the Employer shall be required to work the post, and (c) if the Employer has less than four hours notice, the Employer may fill any additional time in its sole discretion. If an employee is not relieved at the end of his/her shift, the employee may be required to remain on post until relieved. Failure to accept assignments or remain on post when not excused by a supervisor shall be grounds for discipline, including without limitation, termination.

Section 5. Employees shall sign in and out on GSA Form 139 applicable to his/her post.

Section 6. The Company shall post the work schedule at least two (2) weeks in advance provided that the schedule may change from time to time and each employee is responsible to check the schedule each work day to see if any changes to the schedule affect them. If a change to the schedule requires an employee to work prior to his or her next originally scheduled work day, the Employer will make reasonable efforts to so notify the affected employee. After the schedule is posted, if an employee is granted time off during the workweek, the employee will not be required to work during such workweek on his or her regular day off unless the Employer would otherwise incur overtime.

Section 7. After the schedule is posted, employees may switch post assignments if all of the following are met: (a) at least five days advance written notice (unless the Employer

agrees otherwise) is provided to the Employer and signed by both employees, (b) the Employer consents to the switch in writing, (c) each employee is qualified to work the switched post, (d) the Employer does not incur overtime as a result of the switch, (e) no employee may request more than five switches during the calendar year, (f) no more than 5% total switches during any payroll period, and (g) the failure of an employee to work an approved switch shall be subject to a Level 1 offense under Article 9.

Section 8. Employees are required to report for work at their scheduled starting times. An employee who has been called in to work for an unscheduled duty assignment, and has not been advised either orally or in writing not to report, shall receive a minimum of two (2) hours of pay at his/her regular straight-time hourly rate and may be required to work at any post at the discretion of the Employer.

Section 9. The Company agrees to pay an employee two (2) hours of their base hourly wage if the employee is sent home because of the Employer's mix up in the schedule and the employee is on the current schedule to work or the Company may assign the employee to any available post. If two employee's show up for work for the same post as a direct result of the Employer's mix-up, the most senior person will work the post and the least senior person will be sent home with two (2) hours of pay or the least senior person may be assigned to work any available post.

Section 10. If any employee reports to his/her duty station and that duty station is closed due to bad weather or any order by the Government and the employee was not notified by the Employer, than that employee will be paid eight (8) hours of regular pay if the Employer is reimbursed by the Government for the post.

Section 11. If a reduction in coverage by the client is required and security officers hours are temporarily reduced, then full time employees will be given preference for work hours available during the reduction.

Section 12. Any overtime that is known to the Employer with less than four hours advance notice shall be filled at the sole discretion of the Employer.

Section 13. In filling overtime that is known to the Employer with four or more hours advance notice, the employee with the most seniority who signs the overtime list shall be offered overtime on a rotating basis with the other employees signing the overtime list. If the employee either declines or works the overtime, then the employee will be moved to the bottom of the overtime list and the employee with the next highest seniority shall be offered overtime. This process shall continue until the overtime is filled or entire overtime list is exhausted once and the process shall not re-start with each planned overtime situation. If no employees signing the overtime list agree to work overtime, then the employee with the least seniority who signed the overtime list shall be required to work the overtime on a rotating basis with all other employees who signed the overtime list in the reverse order of seniority. If an employee who signed the overtime list refuses to work overtime twice, then that employee will be removed from the overtime list. If no employees sign the overtime list or if all employees that signed the overtime list are removed from the overtime list as provided herein, then the planned overtime may be filled by the Employer at its sole discretion with or without bargaining unit members.

Section 14. No overtime will be worked except by prior direction of the proper supervisory personnel of the Company.

Section 15. If an employee is required to work more than 60 miles (one way travel) from their regular work site, then the employee will be paid the employee's regular base hourly

wage (less the regular travel time between the employee's home and regular work site), mileage from the employee's home to the work site (less the regular mileage between the employee's home and regular work site) at the rate of \$0.42 per mile, reimbursement of the cost of meals up to \$35.00 per day provided that receipts for such meals are submitted to the Employer along with a reimbursement request form provided by the Company, and reimbursement of pre-approved hotel room charges if not billed directly to the Employer by the hotel. Incidental expenses such as movies, alcohol, etc. will not be reimbursed.

ARTICLE 15 - WAGES

Section 1. The base hourly wage for bargaining unit employees shall be as follows:

Effective December 1, 2009	Armed Security Officer	\$19.75 per hour
	Lead Security Officer	\$20.00 per hour
	Unarmed Security Officer	\$14.75 per hour
Effective July 1, 2010	Armed Security Officer	\$20.75 per hour
	Lead Security Officer	\$21.25 per hour
	Unarmed Security Officer	\$15.75 per hour
Effective July 1, 2011	Armed Security Officer	\$21.75 per hour
	Lead Security Officer	\$22.50 per hour
	Unarmed Security Officer	\$16.75 per hour
Effective July 1, 2012	Armed Security Officer	\$22.75 per hour
	Lead Security Officer	\$23.75 per hour
	Unarmed Security Officer	\$17.75 per hour

ARTICLE 16 - HEALTH AND WELFARE

Section 1. Each employee must elect in writing one of the following: (i) participation in a Health and Welfare Plan offered by the Employer, or (ii) participation in the Employer's 401(k) Plan. If an employee fails to make an election, the employee shall be deemed to have selected participation in the Employer's 401(k) Plan.

Section 2. Effective July 1, 2010, the parties recognize that participation in the Health and Welfare Plan offered by the Employer will no longer be required and that each employee must elect in writing one of the following: (i) Health and Welfare allowance paid in cash, (ii) participation in a Health and Welfare Plan offered by the Employer (as allowed by the plan), or (iii) Health and Welfare allowance contribution paid into the Employer's 401(k) Plan. If an employee fails to make an election, the employee shall be deemed to have selected participation in the Employer's 401(k) Plan. The parties further recognize that as a result of the foregoing cash option, all Health and Welfare allowance cash payments, contributions into the Employer's 401(k) Plan and participation in the Health and Welfare plan will be included as income to employees and subject the employees to taxation in the calendar year received and will require the Employer to take appropriate withholding from said amounts.

Section 3. The Employer shall make Health and Welfare Allowance contributions/payments consistent with the election of each employee.

Section 4. Health and Welfare shall be based upon the first forty (40) hours actually worked (and not on hours paid) in any workweek as follows:

Effective December 1, 2009	\$3.35 per hour
Effective July 1, 2010	\$3.55 per hour
Effective July 1, 2011	\$3.80 per hour
Effective July 1, 2012	\$4.10 per hour

Section 5. No employee shall receive Health and Welfare Allowance contributions for more than 2,080 hours per Government contract year.

Section 6. Notwithstanding the foregoing, if there is an extension of the Contract, then the Health and Welfare Allowance contribution described above shall remain in effect during such extension.

ARTICLE 17 - RETIREMENT ALLOWANCE

Section 1. Effective July 1, 2011, the Employer will make a Retirement Allowance contribution on behalf of each non-probationary employee, to the Employer's 401(k) Plan for each hour worked (and not on hours paid) up to forty (40) hours per week, not to exceed 2,080 per year, as follows:

Effective July 1, 2011	\$0.50 per hour
Effective July 1, 2012	\$0.75 per hour

Section 2. Notwithstanding the foregoing, if there is an extension of the Contract, then the Retirement Allowance contribution described above shall remain in effect during such extension.

ARTICLE 18 - VACATIONS

Section 1. Full-time employees who work full time hours for the entire year prior to reaching their anniversary date shall be entitled to annual vacation pay, based on their continuous years of service in federal client-contracted security with the Employer (and its predecessor contractors) in accordance with the following schedule:

Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of fifteen (15) years of service	160 hours

Section 2. All other employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of non-overtime hours worked the prior year as compared to 1,872 hours.

Section 3. Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify the Employer in writing prior to January 31st of each year of his or her first and second choice for desired vacation periods, if any. Notwithstanding the foregoing, and unless the Employer agrees otherwise, an employee who qualifies for a vacation

in accordance with this Article may request time off for a vacation at least sixty (60) days prior to the requested vacation time off. The Employer shall notify employees in writing whether their vacation request is granted or denied (i) by February 10 of each year for vacation requests submitted pursuant to the first sentence of this section, or (ii) within ten (10) days after receipt of a vacation request submitted pursuant to the second sentence of this section. The Employer's Captain (or other appropriate Company representative) will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer; provided, however, that (i) no more than five percent (5%) of employees may take vacation time off at the same time, (ii) the final scheduling of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations, and (iii) previously approved vacations will not be changed without the consent of the employee with the previously approved vacation.

Section 4. Requests for earned vacation pay shall be submitted to the employee's immediate supervisor at least thirty (30) days in advance. Any remaining earned and unused vacation pay shall be paid within thirty (30) days of the employee's next anniversary date of employment. All vacation pay shall be paid at the rate in effect at the time earned and shall not include health and welfare.

Section 5. Vacation time shall not be cumulative from one year to the next.

Section 6. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on a leave of absence.

Section 7. If a full-time employee is on a leave of absence for more than thirty (30) days in any employment year, then vacation pay shall be paid on a prorated basis by calculating the percentage of non-overtime hours worked during such year as compared to 1,872 hours.

Section 8. Notwithstanding the foregoing, if there is an extension of the Contract, then the paid vacation schedule described in Section 1 above shall remain in effect during such extension.

ARTICLE 19 - HOLIDAYS

Section 1. Effective December 1, 2009, employees assigned to locations within the bargaining unit will receive the following 10 holidays: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Labor Day, Independence Day, Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Section 2. Effective July 1, 2011, employees assigned to locations within the bargaining unit will receive the following 11 holidays: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Labor Day, Independence Day, Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and the employee's birthday.

Section 3. Regular full-time employees who are not required to work on a holiday shall be paid eight (8) times his or her base hourly straight time wage rate, exclusive of any health and welfare, shift, overtime, or fringe benefit payments. To the extent permitted by applicable law, an employee will be paid holiday pay only if:

(a) The employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed, and

(b) The employee is not laid off or on a leave of absence.

Section 4. Any regular full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and, in addition, shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 3, above.

Section 5. An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay and shall be subject to discipline under this Agreement.

Section 6. Any regular part-time employee who works as scheduled on a holiday shall receive the employee's base hourly straight time wage rate for all hours worked plus prorated holiday pay, not to exceed 8 hours, based on the number of hours worked by the employee during the week preceding the holiday divided by thirty six (36), which fraction shall be multiplied by eight (8). Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in Section 3, above, shall be paid only a proration of the full time benefit, not to exceed 8 hours, based on the number of hours worked by the employee during the week preceding the holiday divided by thirty six (36), which fraction shall be multiplied by eight (8).

ARTICLE 20 - UNIFORMS AND UNIFORM ALLOWANCE PAYMENTS

Section 1. Effective July 1, 2010, the Employer will make Uniform Allowance payments to each non-probationary employee, for each hour worked (not on hours paid) up to forty (40) hours per week, not to exceed 2,080 per year, as follows:

Effective July 1, 2010	\$0.25 per hour
Effective July 1, 2011	\$0.35 per hour
Effective July 1, 2012	\$0.45 per hour

Section 2. Upon termination of employment, all company-issued uniforms and equipment shall be returned to the Company. Returned clothing shall be cleaned and returned as it was given to the employee at the time of entering into the Contract. The cost for any missing items and/or the cost of cleaning shall be the actual cost to the Employer and shall be deducted from the employee's final payroll check.

ARTICLE 21 - BEREAVEMENT

Section 1. Effective July 1, 2010, the Company agrees to pay non-probationary full time employees for three (3) days per contract year for bereavement leave in the event of the death of the employee's father, mother, sister, brother, grandfather, grandmother, children, aunt, uncle and spouse.

ARTICLE 22 - COMPANY REGULATIONS

Section 1. Any rules, regulations or directives which are now in effect, or which may be later imposed upon the Company by its Client, or any other Governmental Agency having jurisdiction will apply with equal force and effect to the employees hereunder. Employees are also required to adhere to Company Rules and Regulations, notwithstanding any possible conflict with any provisions of the Agreement; provided that prior to implementing changes to Company Rules and Regulations not required by the Government, the Company will discuss such changes with the Union either in person or telephonically.

ARTICLE 23 - NO STRIKE – NO LOCKOUT

Section 1. During the term of this Agreement, and any renewal or extension thereof, neither the Union, its officers, officials, representatives, agents, members, or any employee will authorize, instigate, aid, condone, promote, participate in, engage in any strike, including sympathy strike, work stoppage, slowdown, planned inefficiency, boycott, sit-down, sit-in, or other interruption with the Company's work or the business of the Company, or any impeding of business of the Company, regardless of whether there is a claim by the Union of breach of this Agreement, or of any federal, state, or local law. Any employee or employees who violate the provisions of this Article will be subject to disciplinary action up to and including immediate termination, without recourse by the Union or any employee to the

grievance and arbitration procedures under this Agreement and without any other recourse by the Union or the employee against the Employer.

Section 2. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

Section 3. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

Section 4. During the term of this Agreement, the Company will not lock out the employees.

ARTICLE 24 - EMPLOYEE INJURY

Section 1. An employee injured during working hours shall receive the rest of the day off without loss of pay for that day, if the injuries are such that a doctor orders the employee not to return to work. An injured employee must report an injury or injuries occurring on the job to his immediate supervisor as soon as possible after sustaining the injury. The employee must report the injury or injuries during the same work shift that the employee is working when the injury occurs. Medical attention will be as directed by the Supervisor/Project Manager, who will also insure prompt submission of documentation for worker's compensation purpose.

ARTICLE 25 - DRUG AND ALCOHOL POLICY

Section 1. The Employer may, from time to time, (a) randomly test any bargaining unit employee, (b) test any bargaining unit employee based upon the Government's or the Employer's reasonable suspicion, (c) test any employee involved in any discharge of his or her

weapon (except at the gun range), any accident or any workplace injury, (d) test any employee as part of their government required physical examination, or (e) test any bargaining unit employee as allowed under any applicable federal, state or local law for the use of illegal drugs. Such testing will be in accordance with the procedures described in The Mandatory Guidelines for Federal Workplace Drug Testing Programs, initially published by the U.S. Department of Health and Human Services, as amended from time to time, and in conformance with applicable state laws, if any. There shall be no discrimination against bargaining unit employees and such testing will be conducted by the Employer under a program and procedures of uniform applicability to all the bargaining unit employees.

Section 2. The Union and the Employer agree that there shall be a zero tolerance policy for illegal drug use. If the results of a drug test are positive for illegal drugs, the Employer may immediately terminate the employee.

Section 3. The Union and the Company agree to abide by the Company's substance abuse policy.

Section 4. If a bargaining unit employee is required to take a random drug test the employee will be paid two (2) hours of pay at his/her regular straight-time hourly rate if the employee is not otherwise on duty and no time spent by the employee in connection with said random drug test shall be included for purposes of determining overtime or calculating overtime pay.

ARTICLE 26 - GOVERNMENT REQUIREMENTS

Section 1. The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement are subject to the wishes of the Government. The client may supersede any understanding regarding post

assignments, hours, shifts, credentials, qualifications, etc., as the client deems to be in the interest of the Government.

Section 2. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), or with the requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse by the Union or any employee to the grievance and arbitration procedures under this Agreement and without any other recourse by the Union or the employee against the Employer. However, the Employer and the Union will meet and confer to discuss the implementation thereof, if implementation is not provided by the Government.

Section 3. The Company will provide the Union with a copy of such Government action, if available, and if not available in writing, the Company will inform the Union of the facts giving rise to such Government action.

ARTICLE 27 - EXAMINATIONS

Section 1. Applicants, trainees and candidates for employment and employees may be required to successfully pass a physical/medical/psychological examination and drug screen, physical test and weapons test, specified by the Contract or Company policy or should the Employer have concerns regarding an employee's fitness for duty. At any time an employee may be subject to further physical/medical/psychological examinations and testing during the course of his or her employment or recall to service after leave of absence. Any Company-directed physical/medical/psychological or drug testing will be at the Company's expense.

Section 2. If a bargaining unit employee is required to take a physical/medical/psychological examination after commencing work under the Contract, the employee will be paid for the actual time of such examination not to exceed two (2) hours of pay at his/her regular straight-time hourly rate if the employee is not otherwise on duty and no time spent by the employee in connection with said examination shall be included for purposes of determining overtime or calculating overtime pay.

ARTICLE 28 - BULLETIN BOARD/BULLETIN BOOK

Section 1. If approved by the client, (a) the Employer shall provide the Union with reasonable space on a Company bulletin board located in the lunch room or break area; or (b) the Union may store a bulletin book at each post. The bulletin board or the bulletin book may only be used by the Union for the posting of official notices to the members of the bargaining unit. At any time, the Employer may review the bulletin board and/or bulletin book for compliance with this provision. Derogatory or offensive comments or messages may be removed by the Employer.

ARTICLE 29 - GENERAL

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

Section 2. Employees are required as a condition of employment or continued employment to possess certain security clearances, suitability, licenses and/or certifications (including weapons' certifications). These requirements are subject to modification as

determined by the client. The Company will pay all refresher training required hours the Company deems necessary for the employee to complete weapons recertification.

Section 3. Employees entering service with the Company agree that the Company will perform personal background checks and verification of employee provided references. Submission of information, determined to be false, relative to background data, qualifications, experience and or references, or revelation of detrimental information prejudicial to the Company's interest, will subject the employee to and is defined as conduct warranting immediate discharge for cause.

Section 4. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union for the life of this Agreement each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 5. This Agreement constitutes the full and complete agreement between the Company and the Union, it being understood that nothing shall be implied as being binding on the parties except to the extent expressly set forth in this Agreement. Moreover, this Agreement fully supersedes any and all prior commitments, understandings or practices, whether written or oral, express or implied, between the Employer, the Union and/or the employees.

Section 6. This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.

ARTICLE 30 - TERM AND DURATION

Section 1. This Agreement shall be in full force and effect on December 1, 2009, and shall remain in full force and effect until midnight December 1, 2012 and so on from year to year thereafter unless, not later than sixty (60) days prior to the end of the current term and duration, either of the Parties hereto gives written notice to the other of an intent to terminate, modify, amend and/or renew the Agreement at the end of its then current term and duration. If the parties fail to provide timely notice to amend, terminate, or otherwise re-negotiate a new collective bargaining agreement, then this Agreement shall automatically renew for successive one year periods. Notwithstanding the foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the bargaining unit.

Section 2. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the client of its relationship with the Employer to provide security services as described in Article I of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

[signature page follows]

Bargaining Agreement effective as of the 1st day of December, 2009.

**FOR: INTERNATIONAL UNION
UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA** **FOR:
DECO, INC.**

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**FOR:
UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA LOCAL 289**

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4889398v4

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: CBA-2010-3551
William W. Gross	Division of	Revision No.: 0
Director	Wage Determinations	Date Of Last Revision: 6/30/2010

State: Michigan

Area: Washtenaw

Employed on DHS, Office of Procurement Operations, Federal Protective Services, Acquisition Management Division contract for Professional Guard Services at Various Locations Throughout the State of Michigan.

Collective Bargaining Agreement between contractor: DECO, Inc., and union: International Union, United Government Security Officers of Amer Local 275, effective 12/1/2009 through 12/1/2012.

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).

Collective Bargaining Agreement

Between

DECO, Inc.

and

UGSOA International Union

and its affiliate

Ann Arbor, Michigan – Local 275

Effective Dates

December 1, 2009

to

December 1, 2012

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COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT is made by and between DECO, Inc. (the "Employer" or the "Company") and the INTERNATIONAL UNION UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA), and its Local 275 (collectively, the "Union").

ARTICLE 1 - UNION RECOGNITION

Section 1. The Company hereby recognizes the Union as the sole bargaining agent of all employees in the following unit: all full-time and regular part-time security guards (including lead security guards) performing services for the Company under the Contract (as defined below) in the Ann Arbor, Michigan operating area (Local 275), but excluding all office clerical employees, professional employees, managers, non-security personnel, sergeants, lieutenants, captains, assistant project manager, project manager, applicants, candidates, pre-employment trainees, and supervisors, as defined by the National Labor Relations Act, as amended and all other employees of the Company, pursuant to the Company's contract with the U.S. Department of Homeland Security, Contract No. HSCEC-5-09-A-00004 ("the Contract").

Section 2. Whenever the words "employee" or "employees" are used in this Agreement, they designate only the employees in the bargaining unit of the Union as described above. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

Section 3. This recognition of the Union only applies to the extent the work is being performed pursuant to the Contract. Furthermore, it is agreed that (a) the Employer shall have no liability as a successor employer for events occurring before the execution of this Agreement,

and (b) any past practices of the Employer which occurred prior to the date hereof are hereby merged into this Agreement.

Section 4. The term “full-time employee” shall refer to employees who are regularly scheduled to work and regularly work thirty six (36) or more hours per regular workweek, excluding any unpaid meal or break periods, sick leave and vacations. The term “part-time employee” shall refer to employees who are regularly scheduled to work and regularly work less than thirty six (36) hours per work week, excluding any unpaid meal or break periods, sick leave and vacations.

Section 5. In the event of an emergency, to provide relief, to cover posts due to manpower shortages or because of training of employees, it is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the Employer’s client.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. The Employer has the sole and exclusive right to manage its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in its client’s facilities and operations including the right to select, hire, promote, demote, lay off, assign and train employees; to subcontract any part of its operations, including unit work (provided such subcontracting does not result in the layoff of an employee and is on a temporary basis of not

more than 180 days per calendar year); to select and determine supervisory employees; to bid or not bid, or to rebid or not rebid, contracts with its clients; to determine and change starting times, quitting times, schedules shifts and post assignments of employees; to determine and change methods and means by which operations are to be carried on; to establish and/or abolish duties, standards of performance for employees, job classifications, operating units or departments; to establish, change (after notice to the Union) and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to employees in accordance with the needs and requirements of the client and the Employer, as determined by the Employer. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement.

Section 2. The Employer shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement.

Section 3. The above rights of management are not inclusive of all matters or rights, which belong to and are inherent to management.

ARTICLE 3 - UNION MEMBERSHIP AND CHECK-OFF

Section 1. It is understood that as a condition of employment all employees covered by this Agreement shall become members of the Union after the 30th day following the actual beginning of such employment, or the effective date of this Agreement, whichever is later; and thereafter as a condition of continued employment such employees including those presently members of the Union, shall remain members in good standing in the Union.

Section 2. Subject to the limitations of state or federal law, the Company agrees to deduct from each payroll check the amount of 1/26th of the annual Union membership dues and levied by the Union in accordance with said Union's constitution and bylaws, of each member of the Union who has in effect at that time proper authorization card executed by the employee, authorizing the Company to make such deductions. The Union will inform the Company in writing of the amount of dues and any initiation fees to be paid by employees.

Section 3. The authorization form shall be provided by the Union. The Company will submit to the Union's designated official dues withheld in accordance with the authorization. The remittance shall be accompanied by a list showing individual names, dates hired and amounts deducted. All sums collected in accordance with such signed authorization cards shall be remitted by the Company no later than the fifteenth (15th) day of the following month.

Section 4. The Union agrees to defend, indemnify and hold the Company harmless from any action or actions arising out of or related to these dues and initiation fee deductions and any of the other provisions of this Article, and assume full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this Article, providing such errors are unintentional and are corrected within a reasonable period of time when brought to the Company's attention. The Company will not be responsible to collect or deduct dues in arrears.

Section 5. Payments for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during periods of permanent transfer to a position not covered by this Agreement. The Union, and not the

Employer, will be solely responsible for reconciling and resolving any over or under payments of any dues or fees.

Section 6. Upon the request of the Union, the Company will make available to the Union a list of newly hired and terminated employees covered by this Agreement. Such list will show the name, address, and hire or termination date of the employees who are hired or terminated during the month for which the list is prepared.

ARTICLE 4 - LEAD GUARDS

Section 1. Lead guards may perform the following duties: (1) assist supervisors with leading operations, (2) responsible for providing reasonable assistance to security officers, (3) assist with filling posts, (4) assist with compliance of Company and Government policies and procedures and notify supervisors of related issues or concerns, and (5) act as a point of contact between security officers and supervisors.

Section 2. The Employer shall have the sole discretion to select and assign lead guards but will consider security guards that express interest in being a lead guard.

ARTICLE 5 - EQUAL OPPORTUNITY

Section 1. The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, or disability, union membership, or other legally protected classification. No claimed violation of this Section shall be subject to the grievance and arbitration provisions of this Agreement. Further, any action taken by the Employer to comply with the Americans with Disabilities Act, or any other state or federal law, shall not be the subject of a grievance or arbitration nor give rise to a claim that this Agreement has been violated.

Section 2. Both the Company and the Union endorse a zero tolerance for any form of harassment against a fellow employee, client employee or visitor to any federal facility. If the Company receives a complaint that this provision has been violated, the Company will investigate the complaint. The Company, in its sole discretion, will assess the credibility of the complainant, any witnesses and the accused. Any violation of this provision will result in immediate termination.

ARTICLE 6 - PROBATIONARY PERIOD

Section 1. Newly hired employees shall be regarded as probationary employees for the first ninety (90) days they work. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, lay off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance and/or arbitration provisions contained herein, which provisions, with respect to probationary employees, are hereby waived by the Union on its behalf and on behalf of bargaining unit members. The Employer, upon written notification to the Union and the affected employee, may extend any probationary period up to one additional period of thirty (30) days of work. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's date of hire.

ARTICLE 7 - SENIORITY

Section 1. Seniority lists for the bargaining unit will be posted and maintained by the Employer and shall be made available to proper Union officials monthly. An employee's standing on the posted seniority list will be final unless protested in writing to the captain within twenty (20) calendar days after the list is posted each month. Thereafter, seniority may only be

protested for employees appearing on the list for the first time, and then, only within twenty (20) calendar days after the list is posted each month.

Section 2. Except as otherwise provided herein, seniority shall be measured from the earlier of (i) the date of hire with the Company under the Contract, or (ii) the date the employee commencing working for a predecessor employer engaged in providing similar services as the Employer provides under the Contract; provided there has been no break in seniority under Section 3 of this Article.

Section 3. The seniority of an employee shall be terminated for any of the following reasons:

(a) After notice from the Company to report to work, the employee fails to report to work on the day following expiration of an authorized leave of absence;

(b) The employee fails, while on layoff, upon notice from the Company that work is available, to report to the Company as scheduled;

(c) The employee quits or retires;

(d) With respect to non-probationary employees, discharge for just cause and with respect to probationary employees any discharge;

(e) Failure to perform work for a period of 6 consecutive months, or a period equal to the length of seniority, whichever is lesser.

Section 4. It is the obligation of each employee to keep the Company and Union informed of his or her current address and telephone number within one (1) week of any change.

Section 5. An employee who has occupied a position in the bargaining unit and who accepts a position with the Company outside of the bargaining unit will, after ninety (90) days,

no longer continue to accrue seniority, and that employee will lose their seniority they have accrued.

ARTICLE 8 - LAYOFF AND RECALL

Section 1. Whenever it is necessary to layoff employees, or if the Contract is terminated, not extended or not renewed, the Employer may layoff employees, as it deems necessary, in the following manner:

- (a) Employees voluntarily agreeing to be laid off shall be laid off first.
- (b) Should it be necessary to further reduce the work force, probationary employees shall be laid off second.
- (c) Should it be necessary to further reduce the work force, non-probationary employees shall then be laid off in the inverse order of their seniority, regardless of whether such employee is full-time or part-time.

Section 2. Laid-off employees are not eligible for any compensation or Employer paid fringe benefits (other than unemployment compensation) during their periods of layoff.

Section 3. Employees who have been laid-off will be recalled to work in the reverse order in which they were laid off.

ARTICLE 9 - DISCIPLINE

Section 1. No employee who has completed the probationary period shall be suspended or discharged without just cause unless the employee is removed from working under the Contract by the Government, at the order or request of the Government, or if the employee's credentials are denied or withdrawn by the Government. The Company will provide the Union with a copy of such Government order or request, if available. If such Government order or request is not available, the Company will inform the Union of the facts giving rise to such order

or request. All suspensions and dismissals of non-probationary employees made solely by the Company (i.e., not due to an action or order of the Government) will be subject to the Grievance Procedures and Arbitration clause set forth in this Agreement, but shall start at Step Three. All reprimands and discharge notices shall be in writing and shall be signed by the Employer. Copies of the reprimand or discharge notice shall be given to the non-probationary employee reprimanded or discharged and the Union; provided that, the failure to provide a copy of the notice does not negate or affect the action taken.

Section 2. Subject to the foregoing, discipline shall be applied in the following manner:

(a) Level 1 Offense

(i) With respect to the first Level 1 offense, the employee will be given a verbal warning within fifteen (15) days after the Employer has actual knowledge of the offense. Evidence of the verbal warning shall be placed in the employee's personnel file.

(ii) With respect to any second Level 1 offense (whether the same or different than any prior Level 1 offense), the employee will be given a written warning within fifteen (15) days after the Employer has actual knowledge of the offense.

(iii) With respect to any third Level 1 offense (whether the same or different than any prior Level 1 offense), the employee shall be suspended without pay for a period of up to five (5) days at the sole discretion of the Employer. The suspension must start within ten days (excluding vacations, holidays, leave or other time off by the employee).

(iv) With respect to any fourth Level 1 offense (whether the same or different than any prior Level 1 offense), the employee may be terminated, at the sole discretion of the employer.

(v) A Level 1 offense shall mean the following:

- (1) breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of any Government agency or otherwise in accordance with the policies of the Employer,
- (2) except by Union officials not otherwise in violation of this Agreement, improper discussion of workplace issues with any Government agency; including, without limitation, any issue that could be the subject of a grievance under this Agreement,
- (3) allowing personal visitors or relatives on Government property while on duty without following all the guidelines and rules applicable for other visitors,
- (4) personal use of and/or Union use of Government telephones, copy machines, fax machines, computers, networks, or other equipment,
- (5) possessing or using non-Government owned radios, televisions, computers, cellular telephones, music players, or any other electronic media and/or any other communication device while on duty,
- (6) visiting or being on Government property or private property at which the Government leases space while off duty unless utilizing the services of a Government agency located in the building or on official Union business if allowed by the Government,
- (7) any unexcused lateness to an assigned post,
- (8) unexcused failure to timely report for training or work as scheduled,
- (9) unexcused failure to timely report to an assigned duty post at the start of a shift or return from any break or lunch,
- (10) failure to call-off with less than two (2) hours notice,

(11) Reading, eating or drinking on post (unless allowed by the Employer), and

(12) violation of grooming standards,

(vi) A Level 1 offense will be removed from the employee's personnel file after twelve (12) months and will not be used in any further disciplinary proceedings.

(b) Level 2 Offense

(i) Subject to the foregoing, the following offenses, shall subject an employee to immediate discharge:

(1) abuse of authority,

(2) neglect of duty or failure to perform duties,

(3) breach of security,

(4) conduct which disparages the Government or its agents, or the reputation of the Employer or its agents, to the Government or to other third parties, except when such conduct is privileged under the specific law,

(5) inappropriate conduct directed at or involving Government employees, members of the public using the federal facilities or employees of vendors, suppliers or service providers to the Government at or near the federal facilities, or while in uniform,

(6) violation of the code/standards of conduct, any employee personnel policy manual of Employer and/or the Federal Protective Service Security Guard Information Manual,

(7) dishonesty,

(8) misappropriation of funds,

(9) theft,

(10) assault while on duty,

(11) intoxication or drinking on duty,

- (12) illegal use or possession of drugs and narcotics,
- (13) fighting on post or Government premises while on duty,
- (14) sleeping while on duty,
- (15) willful or negligent destruction of property,
- (16) criminal misconduct,
- (17) the employee is insubordinate (which includes disrespectful conduct and/or comments, profanity towards superiors and failure to follow direct written or verbal orders) in connection with employment,
- (18) improper use of a firearm or possession of a firearm not issued or authorized by the Employer,
- (19) engaging in sexual harassment, any unlawful conduct or any other conduct prohibited by the Employer (after notice of the prohibited conduct to the employee),
- (20) any relationship with any co-worker, supervisor, subordinate or employee or agent of the Government, or attempting the same if the foregoing affects the workplace,
- (21) fraternizing with employees or agents of the Government if the foregoing affects the workplace,
- (22) violation of any zero tolerance policy described in this Agreement,
- (23) during working time (excluding unpaid break or unpaid lunch periods), solicit membership, receive applications, hold individual and/or group meetings of any kind for the transaction of Union business, or conduct any Union activity or investigation, including the administration or monitoring of the Employer's compliance with this Agreement,
- (24) the employee is absent from work without advising the Employer and giving reasons reasonably acceptable to the Employer for such absence,
- (25) the employee overstays a leave of absence or a vacation without an excuse reasonably acceptable to the Employer,

(26) the employee has falsified or misrepresented any material information on his/her application for employment or any material information otherwise supplied to the Employer or the Government,

(27) after testing or re-testing if allowed by the client, the employee fails to establish that he or she satisfies all standards and/or requirements (including, without limitation, required licensing, weapons, medical, physical and psychological fitness) of the Employer or the Government to continue to work under the Contract,

(28) the employee's seniority is terminated under this Agreement,

(29) failure to provide written notice to the Employer and any other appropriate official of being under investigation, arrested, charged or resulting conviction of a crime or act of domestic violence,

(30) improper use of official authority or credentials including misrepresentation of titles or scope of authority,

(31) lending or giving Company or Government keys or access codes to unauthorized persons,

(32) revealing security information to any unauthorized person or entity,

(33) threatening or intimidating co-workers, supervisors, management, any Government employees or visitors in any Government building, by words or action,

(34) falsification or concealment, removal, mutilation or destruction of any Government or Employer reports, documents or records, and

(35) leaving a post without being properly relieved.

Section 3. This Article shall be strictly construed without consideration of any special circumstances or excuses of an affected employee and no exceptions shall be made from the provisions described in this Article. There will be no chances beyond the above provisions.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. The term “days” as used in this Article shall not include Saturday, Sunday or holidays (as observed under this Agreement).

Section 2. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified shall be strictly construed but may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of moving the grievance to the next step. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

Section 3. All grievances shall be presented and processed in accordance with the following procedure:

(a) Step One – A representative of the Union having a grievance on behalf of an employee(s) shall reduce the grievance to writing and present the grievance to the Lieutenant of the affected employee within seven (7) days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by a local Union official and shall (i) state the facts of the grievance in detail, (ii) set forth the specific section(s) of this Agreement that are claimed violated, (iii) state the requested remedy,

and (iv) include a copy of all statements and supporting documentation available to the grieving employee and the Union. The Lieutenant of the grieving employee shall countersign the grievance thereby acknowledging receipt of the grievance. The grievant, a Union representative (if requested by the grievant) and the grievant's Lieutenant (or his/her designee) may meet to discuss the grievance. The Lieutenant shall give a written decision to the Union within ten (10) days after receipt of the grievance at Step One.

(b) Step Two - If the grievance is not resolved at Step One, the Union must refer the grievance to the Captain of the affected employee within seven (7) days after the Lieutenant's decision. The Captain (or his/her designee) may meet with the grievant and a Union representative (if requested by the grievant) to discuss the grievance. The Captain shall give a written decision to the Union within ten (10) days after receipt of the grievance at Step Two.

(c) Step Three - If the grievance is not resolved at Step Two, the Union must refer the grievance to the Project Manager, within seven (7) days after the Captain's decision. The Project Manager (or his designee) may meet with the grievant and a Union representative (if requested by the grievant) to discuss the grievance. The Project Manager shall give a written decision to the Union within fifteen (15) days after receipt of the grievance at Step Three.

(d) Step Four - Except as provided below, any grievance arising during the term of this Agreement not resolved at Step Three must be submitted to arbitration by submitting a written request thereof to the other party within seven (7) days after the decision of the Project Manager. Service of a request for arbitration upon the Employer must be made upon the Employer's Vice President at the corporate office.

(i) Notwithstanding the foregoing, no individual grievant may move a grievance to Step Four. Only the Union, by letter or form executed by an authorized Union officer, who is not the grievant, may move a grievance to Step Four.

(ii) Notwithstanding the foregoing, no grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Contract (as defined on page 1 in this Agreement), the Employer's adherence to the Contract or the Employer's adherence to a request, suggestion, requirement or recommendation of the Government shall be processed to Step Four since those matters are not arbitrable and no arbitrator shall have jurisdiction over such matters.

(iii) Following a proper and timely written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the Union shall immediately submit the matter to the local office of the Federal Mediation and Conciliation Service for a panel of seven (7) regionally listed Arbitrators. The Arbitrator will then be selected, and the arbitration shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service. If the Union does not submit the matter to the Federal Mediation and Conciliation Service within forty five (45) days after the request for arbitration is received by the Employer, the Union shall be deemed to have abandoned the request for arbitration, the arbitration shall be forever waived and

no arbitrator shall have jurisdiction over the issues raised in the request for arbitration.

(iv) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon the request of either or both parties.

(v) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the grievance procedure or reasonably implied from the grievance.

(vi) The arbitrator's fee and the arbitrator's expenses shall be shared equally by the parties. In all cases, the cost of any hearing room and/or transcript shall be equally shared by the parties. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expenses.

(vii) The following matters are not arbitrable and the arbitrator shall have no power and no jurisdiction to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit the Employer's discretion; (d) interpret or apply the Service Contract Act and implications of Wage Determinations as well as any other legal obligation not referred to in this Agreement; (e) consider any matter or substitute his or her judgment for that of the Government's regarding a determination, suggestion, recommendation or request of the Government, the contracting officer or other official of the Government; or (f) the Employer's

compliance with a recommendation, suggestion, request or requirement of the Government, the contracting officer or other official of the Government.

(viii) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the parties to this Agreement. Any award of back pay to an individual grieving a discharge, discipline or any other matter shall not predate the date of the grievance by more than five (5) days, and shall be offset by all earned income received during the applicable period (including all disability, worker's compensation, unemployment and other income received), as well as being fully adjusted by any failure on the individual's part to properly mitigate his or her damages. Any award of front pay shall not, in the aggregate, exceed an amount equal to the employee's earnings for the 12 month period immediately preceding the date of the grievance. The arbitrator shall only have authority to award economic damages and shall have no authority to award non-economic damages such as punitive damages, emotional distress or pain and suffering damages.

ARTICLE 11 - LEAVE OF ABSENCE

Section 1. The Company will fully comply with, where applicable, all requirements of the federal Family and Medical Leave Act and any comparable related state or municipal laws or ordinances. Any leaves of absence under this Agreement will run, where lawful, concurrently with any legally required leave of absence.

Section 2. An employee who engages in gainful employment without permission from the Company while on leave of absence shall be subject to immediate discharge.

Section 3. All leaves of absence, either under the terms of this Agreement or personal leaves of absence under the Company's Employee Handbook, shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

Section 4. All leaves of absence must be applied for in writing and responded to in writing by the Company within fourteen (14) business days of the request.

Section 5. A non-probationary employee who is also an elected Union officer or steward may request an unpaid leave per Government contract year in order to attend Union functions outside of the Federal facilities protected by the Employer, provided that notwithstanding anything contained herein to the contrary, (i) the employee shall provide fourteen (14) days advance written notice to the Employer, (ii) the Employer may deny the leave if, as a result of the leave, the Employer would pay overtime to cover the post of such employee, and (iii) no more than one (1) employee in any metropolitan area may receive this leave at the same time, unless the Company agrees otherwise in its sole discretion.

ARTICLE 12 - SICK LEAVE

Section 1. All non-probationary employees shall earn up to forty eight (48) hours of paid sick leave per full government contract year, which hours shall accrue at the rate of up to 4.0 hours per month not to exceed forty eight (48) hours per government contract year for each month of 144 hours or more of work as an employee under the Contract. For months during which fewer hours are worked as an employee under the Contract, the accruals for those months will be prorated. Paid sick leave time will only be accrued at the conclusion of each month.

Section 2. Sick leave time off must be approved by the employee's immediate supervisor or the employee's captain and shall be taken in no less than four (4) hour increments.

Sick leave requests which exceed the accrued amount of sick leave then available to an employee will be processed as a request for personal leave under the Company's employee handbook. Approved sick leave shall be regarded as an excused absence.

Section 3. Any employee who is unable to report to work because of sickness shall notify the Employer at least two (2) hours prior to the beginning of his/her regular shift.

Section 4. Earned sick leave will be paid to each employee at the employee's base hourly rate of pay at the time earned and shall be paid on the payroll immediately following the sick leave. Up to two days of any unused accrued sick leave may be carried over into the next Government contract year, used within the first 60 days of said Government contract year, and will be paid at the rate at which it accrued. Thereafter, any unused sick leave will be paid within 90 days after the expiration of the Government contract year at the rate at which it accrued.

Section 5. A note from a doctor shall not be required for sick leave of less than three consecutive days unless, (i) as a result of a pattern of absences by the employee, (ii) the Employer has reason to suspect that the employee is not sick, or (iii) all of the then earned sick leave has been used.

ARTICLE 13 - UNION STEWARDS

Section 1. The Union will notify the Company of any duly designated Union stewards and the effective date on which they assume said role.

Section 2. Neither Union stewards nor any other Union official shall interfere with the management of the Company's business or direct any work of any employee.

ARTICLE 14 - HOURS OF WORK, OVERTIME, MILEAGE AND TRAVEL

Section 1. Posts will be filled as follows:

(a) During the months of March and September of each year, at the Employer's sole option, either a representative of the Employer or the Union will contact each employee in the local to select a post with the most senior person making their selection first and then in descending order of seniority within their local, provided the employee is qualified for the post. Posts shall be filled by the most senior qualified employee until the next posting. If a vacancy is created as a result of the employment of an employee being terminated (whether voluntary or involuntarily), then such vacancy shall be posted for 5 days and the employee in the local with the most seniority signing the posting shall work the post until the next posting provided the employee is qualified for such post. If the Employer determines that an employee should be moved to a different post, the Employer shall so notify the President of the local Union. The President of the local Union shall have a period of five days in which to suggest a qualified employee to fill said post that is acceptable to the Employer. The employee suggested by the local President must be qualified when suggested and not require additional training. If the Local President does not meet the foregoing deadline, the Employer may fill said post in its sole discretion. This process shall continue for up to three backfills as a result of the post opening. The Employer may fill any additional post openings in its sole discretion.

(b) Notwithstanding anything described in this Article, any post assignment shall be subject to any objection by the Government or the Employer. Until such time as

the posting is filled pursuant to this Article, the Employer may fill the post in its sole discretion.

(c) Nothing contained herein shall guarantee to any employee any number of hours of work per day, per week or per shift. Further, in order to accommodate any required training, the Employer may temporarily change the post assignment and schedule of any employee.

Section 2. An overtime rate of one and one-half (1½) times an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

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

Section 4. Employees may be required to work beyond the hours scheduled on a particular day. In such case, the employee shall be required to work such overtime or beyond scheduled hours unless the employee is excused for good cause. If an employee is not relieved at the end of his/her shift, the employee may be required to remain on post until relieved. Failure to accept assignments or remain on post when not excused by a supervisor shall be grounds for discipline, including without limitation, termination.

Section 5. Employees shall sign in and out on GSA Form 139 applicable to his/her post.

Section 6. The Company shall post the work schedule at least two (2) weeks in advance provided that the schedule may change from time to time and each employee is responsible to check the schedule each work day to see if any changes to the schedule affect them. If a change to the schedule requires an employee to work prior to his or her next originally

scheduled work day, the Employer will make reasonable efforts to so notify the affected employee.

Section 7. After the schedule is posted, employees may switch post assignments if all of the following are met: (a) at least five days advance written notice (unless the Employer agrees otherwise) is provided to the Employer and signed by both employees, (b) the Employer consents to the switch in writing, (c) each employee is qualified to work the switched post, (d) the Employer does not incur overtime as a result of the switch, (e) no employee may request more than five switches during the calendar year, (f) no more than 10% total switches during any payroll period, and (g) the failure of an employee to work an approved switch shall be subject to a Level 1 offense under Article 9.

Section 8. Employees are required to report for work at their scheduled starting times. An employee who has been called in to work for an unscheduled duty assignment, and has not been advised either orally or in writing not to report, shall receive a minimum of two (2) hours of pay at his/her regular straight-time hourly rate and may be required to work at any post at the discretion of the Employer.

Section 9. The Company agrees to pay an employee two (2) hours of their base hourly wage if the employee is sent home because of a mix up in the schedule and the employee is on the current schedule to work or the Company may assign the employee to any available post. If two employee's show up for work for the same post the most senior person will work the post and the least senior person will be sent home with two (2) hours of pay or the least senior person may be assigned to work any available post.

Section 10. If any employee reports to his/her duty station and that duty station is closed due to bad weather or any order by the Government and the employee was not notified by

the Employer, then that employee will be paid eight (8) hours of regular pay if the Employer is reimbursed by the Government for the post.

Section 11. If a reduction in coverage by the client is required and security officers hours are temporarily reduced, then full time employees will be given preference for work hours available during the reduction.

Section 12. Any unplanned overtime shall be filled at the sole discretion of the Employer.

Section 13. In filling available planned overtime, the employee with the most seniority who signs the overtime list shall be offered overtime on a rotating basis with the other employees signing the overtime list. If the employee either declines or works the overtime, then the employee will be moved to the bottom of the overtime list and the employee with the next highest seniority shall be offered overtime. This process shall continue until the overtime is filled or entire overtime list is exhausted once and the process shall not re-start with each planned overtime situation. If no employees signing the overtime list agree to work overtime, then the employee with the least seniority who signed the overtime list shall be required to work the overtime on a rotating basis with all other employees who signed the overtime list in the reverse order of seniority. If an employee who signed the overtime list refuses to work overtime twice, then that employee will be removed from the overtime list. If no employees sign the overtime list or if all employees that signed the overtime list are removed from the overtime list as provided herein, then the planned overtime may be filled by the Employer at its sole discretion without or without bargaining unit members.

Section 14. No overtime will be worked except by prior direction of the proper supervisory personnel of the Company.

Section 15. If an employee is required to work more than 60 miles (one way travel) from their regular work site, then the employee will be paid the employee's regular base hourly wage (less the regular travel time between the employee's home and regular work site), mileage from the employee's home to the work site (less the regular mileage between the employee's home and regular work site) at the rate of \$0.42 per mile, reimbursement of the cost of meals up to \$35.00 per day provided that receipts for such meals are submitted to the Employer along with a reimbursement request form provided by the Company, and reimbursement of pre-approved hotel room charges if not billed directly to the Employer by the hotel. Incidental expenses such as movies, alcohol, etc. will not be reimbursed.

ARTICLE 15 - WAGES

Section 1. The base hourly wage for bargaining unit employees shall be as follows:

Effective December 1, 2009	Armed Security Officer	\$17.20 per hour
	A Post (non-lead)	\$17.20 per hour
	Lead Security Guard	\$17.20 per hour
	Unarmed Security Officer	\$12.20 per hour
Effective July 1, 2010	Armed Security Officer	\$20.35 per hour
	A Post (non-lead)	\$20.85 per hour
	Lead Security Guard	\$21.35 per hour
	Unarmed Security Officer	\$15.35 per hour
Effective July 1, 2011	Armed Security Officer	\$21.35 per hour
	A Post (non-lead)	\$21.85 per hour
	Lead Security Guard	\$22.35 per hour
	Unarmed Security Officer	\$16.35 per hour
Effective July 1, 2012	Armed Security Officer	\$22.35 per hour
	A Post (non-lead)	\$22.85 per hour
	Lead Security Guard	\$23.35 per hour
	Unarmed Security Officer	\$17.35 per hour

ARTICLE 16 - HEALTH AND WELFARE

Section 1. The Employer will pay to each employee in cash a Health and Welfare allowance payment for the first forty (40) hours actually worked (and not on hours paid) in any workweek as follows:

Effective December 1, 2009	\$3.16 per hour
Effective July 1, 2010	\$3.55 per hour
Effective July 1, 2011	\$3.80 per hour
Effective July 1, 2012	\$4.10 per hour

Section 2. No Health and Welfare Allowance payments shall be made to any employee for more than 2,080 hours per Government contract year.

Section 3. Notwithstanding the foregoing, if there is an extension of the Contract, then the Health and Welfare Allowance contribution described above shall remain in effect during such extension.

ARTICLE 17 - RETIREMENT ALLOWANCE

Section 1. The Employer will make a Retirement Allowance contribution on behalf of each non-probationary employee, to the Employer's 401(k) Plan for each hour worked (and not on hours paid) up to forty (40) hours per week, not to exceed 2,080 per year, as follows:

Effective December 1, 2009	\$0.77 per hour
Effective July 1, 2010	\$0.90 per hour
Effective July 1, 2011	\$0.97 per hour
Effective July 1, 2012	\$1.05 per hour

Section 2. Notwithstanding the foregoing, if there is an extension of the Contract, then the Retirement Allowance contribution described above shall remain in effect during such extension.

ARTICLE 18 - VACATIONS

Section 1. Full-time employees who work full time hours for the entire year prior to reaching their anniversary date shall be entitled to annual vacation pay, based on their continuous years of service in federal client-contracted security with the Employer (and its predecessor contractors) in accordance with the following schedule:

Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of fifteen (15) years of service	160 hours

Section 2. All other employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of non-overtime hours worked the prior year as compared to 1,872 hours.

Section 3. Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify the Employer in writing prior to January 31st of each year of his or her first and second choice for desired vacation periods, if any. Notwithstanding the foregoing, and unless the Employer agrees otherwise, an employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least sixty (60) days prior to the requested vacation time off. The Employer shall notify employees in writing whether their vacation request is granted or denied (i) by February 10 of each year for vacation requests submitted pursuant to the first sentence of this section, or (ii) within ten (10) days after receipt of a vacation request submitted pursuant to the second sentence of this section. The Employer's Captain (or other appropriate Company representative) will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer; provided, however, that (i) no more than five percent (5%) of employees may take vacation time off at the same time, (ii) the final scheduling of vacation periods shall rest exclusively with the Employer

in order to insure orderly and efficient operations, and (iii) previously approved vacations will not be changed without the consent of the employee with the previously approved vacation.

Section 4. Requests for earned vacation pay shall be submitted to the employee's immediate supervisor at least thirty (30) days in advance. Any remaining earned and unused vacation pay shall be paid within thirty (30) days of the employee's next anniversary date of employment. All vacation pay shall be paid at the rate in effect at the time earned and shall not include health and welfare.

Section 5. Vacation time shall not be cumulative from one year to the next.

Section 6. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on a leave of absence.

Section 7. If a full-time employee is on a leave of absence for more than thirty (30) days in any employment year, then vacation pay shall be paid on a prorated basis by calculating the percentage of non-overtime hours worked during such year as compared to 1,872 hours.

Section 8. Notwithstanding the foregoing, if there is an extension of the Contract, then the paid vacation schedule described in Section 1 above shall remain in effect during such extension.

ARTICLE 19 - HOLIDAYS

Section 1. Effective December 1, 2009, employees assigned to locations within the bargaining unit will receive the following 10 holidays: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Labor Day, Independence Day, Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Section 2. Effective July 1, 2010, employees assigned to locations within the bargaining unit will receive the following 11 holidays: New Years Day, Martin Luther King, Jr.

Day, Presidents' Day, Labor Day, Independence Day, Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and the employee's birthday.

Section 3. Regular full-time employees who are not required to work on a holiday shall be paid eight (8) times his or her base hourly straight time wage rate, exclusive of any health and welfare, shift, overtime, or fringe benefit payments. To the extent permitted by applicable law, an employee will be paid holiday pay only if:

(a) The employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed, and

(b) The employee is not laid off or on a leave of absence.

Section 4. Any regular full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and, in addition, shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 3, above.

Section 5. An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay and shall be subject to discipline under this Agreement.

Section 6. Any regular part-time employee who works as scheduled on a holiday shall receive the employee's base hourly straight time wage rate for all hours worked plus prorated holiday pay, not to exceed 8 hours, based on the number of hours worked by the employee during the week preceding the holiday divided by thirty six (36), which fraction shall be multiplied by eight (8). Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in Section 3, above, shall be paid only a proration of the full time benefit, not to exceed 8 hours, based on the number of hours worked

by the employee during the week preceding the holiday divided by thirty six (36), which fraction shall be multiplied by eight (8).

ARTICLE 20 - UNIFORMS AND UNIFORM ALLOWANCE PAYMENTS

Section 1. The Employer will make Uniform Allowance payments to each non-probationary employee, for each hour worked (not on hours paid) up to forty (40) hours per week, not to exceed 2,080 per year, as follows:

Effective December 1, 2009	\$0.40 per hour
Effective July 1, 2010	\$0.55 per hour
Effective July 1, 2011	\$0.60 per hour
Effective July 1, 2012	\$0.65 per hour

Section 2. Upon termination of employment, all company-issued uniforms and equipment shall be returned to the Company. Returned clothing shall be cleaned and returned as it was given to the employee at the time of entering into the Contract. The cost for any missing items and/or the cost of cleaning shall be the actual cost to the Employer and shall be deducted from the employee's final payroll check.

ARTICLE 21 - BEREAVEMENT

Section 1. Effective December 1, 2009, the Company agrees to pay non-probationary full time employees for two (2) days per contract year for bereavement leave in the event of the death of the employee's father, mother, sister, brother, grandfather, grandmother, children, aunt, uncle and spouse.

Section 2. Effective July 1, 2010, the Company agrees to pay non-probationary full time employees for three (3) days per contract year for bereavement leave in the event of the death of the employee's father, mother, sister, brother, grandfather, grandmother, children, aunt, uncle and spouse.

ARTICLE 22 - COMPANY REGULATIONS

Section 1. Any rules, regulations or directives which are now in effect, or which may be later imposed upon the Company by its Client, or any other Governmental Agency having jurisdiction will apply with equal force and effect to the employees hereunder. Employees are also required to adhere to Company Rules and Regulations, notwithstanding any possible conflict with any provisions of the Agreement; provided that prior to implementing changes to Company Rules and Regulations not required by the Government, the Company will discuss such changes with the Union either in person or telephonically.

ARTICLE 23 - NO STRIKE – NO LOCKOUT

Section 1. During the term of this Agreement, and any renewal or extension thereof, neither the Union, its officers, officials, representatives, agents, members, or any employee will authorize, instigate, aid, condone, promote, participate in, engage in any strike, including sympathy strike, work stoppage, slowdown, planned inefficiency, boycott, sit-down, sit-in, or other interruption with the Company's work or the business of the Company, or any impeding of business of the Company, regardless of whether there is a claim by the Union of breach of this Agreement, or of any federal, state, or local law. Any employee or employees who violate the provisions of this Article will be subject to disciplinary action up to and including immediate termination, without recourse by the Union or any employee to the grievance and arbitration procedures under this Agreement and without any other recourse by the Union or the employee against the Employer.

Section 2. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the

operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

Section 3. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

Section 4. During the term of this Agreement, the Company will not lock out the employees.

ARTICLE 24 - EMPLOYEE INJURY

Section 1. An employee injured during working hours shall receive the rest of the day off without loss of pay for that day, if the injuries are such that a doctor orders the employee not to return to work. An injured employee must report an injury or injuries occurring on the job to his immediate supervisor as soon as possible after sustaining the injury. The employee must report the injury or injuries during the same work shift that the employee is working when the injury occurs. Medical attention will be as directed by the Supervisor/Project Manager, who will also insure prompt submission of documentation for worker's compensation purpose.

ARTICLE 25 - DRUG AND ALCOHOL POLICY

Section 1. The Employer may, from time to time, (a) randomly test any bargaining unit employee, (b) test any bargaining unit employee based upon the Government's or the Employer's reasonable suspicion, (c) test any employee involved in any discharge of his or her weapon (except at the gun range), any accident or any workplace injury, (d) test any employee as part of their government required physical examination, or (e) test any bargaining unit employee as allowed under any applicable federal, state or local law for the use of illegal drugs. Such testing will be in accordance with the procedures described in The Mandatory Guidelines for

Federal Workplace Drug Testing Programs, initially published by the U.S. Department of Health and Human Services, as amended from time to time, and in conformance with applicable state laws, if any. There shall be no discrimination against bargaining unit employees and such testing will be conducted by the Employer under a program and procedures of uniform applicability to all the bargaining unit employees.

Section 2. The Union and the Employer agree that there shall be a zero tolerance policy for illegal drug use. If the results of a drug test are positive for illegal drugs, the Employer may immediately terminate the employee.

Section 3. The Union and the Company agree to abide by the Company's substance abuse policy.

Section 4. If a bargaining unit employee is required to take a random drug test the employee will be paid two (2) hours of pay at his/her regular straight-time hourly rate if the employee is not otherwise on duty and no time spent by the employee in connection with said random drug test shall be included for purposes of determining overtime or calculating overtime pay.

ARTICLE 26 - GOVERNMENT REQUIREMENTS

Section 1. The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement are subject to the wishes of the Government. The client may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, etc., as the client deems to be in the interest of the Government.

Section 2. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical

examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), or with the requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse by the Union or any employee to the grievance and arbitration procedures under this Agreement and without any other recourse by the Union or the employee against the Employer. However, the Employer and the Union will meet and confer to discuss the implementation thereof, if implementation is not provided by the Government.

Section 3. The Company will provide the Union with a copy of such Government action, if available, and if not available in writing, the Company will inform the Union of the facts giving rise to such Government action.

ARTICLE 27 - EXAMINATIONS

Section 1. Applicants, trainees and candidates for employment and employees may be required to successfully pass a physical/medical/psychological examination and drug screen, physical test and weapons test, specified by the Contract or Company policy or should the Employer have concerns regarding an employee's fitness for duty. At any time an employee may be subject to further physical/medical/psychological examinations and testing during the course of his or her employment or recall to service after leave of absence. Any Company-directed physical/medical/psychological or drug testing will be at the Company's expense.

ARTICLE 28 - BULLETIN BOARD/BULLETIN BOOK

Section 1. If approved by the client, (a) the Employer shall provide the Union with reasonable space on a Company bulletin board located in the lunch room or break area; or (b) the Union may store a bulletin book at each post. The bulletin board or the bulletin book may only be used by the Union for the posting of official notices to the members of the bargaining unit. At

any time, the Employer may review the bulletin board and/or bulletin book for compliance with this provision. Derogatory or offensive comments or messages may be removed by the Employer.

ARTICLE 29 - GENERAL

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

Section 2. Employees are required as a condition of employment or continued employment to possess certain security clearances, suitability, licenses and/or certifications (including weapons' certifications). These requirements are subject to modification as determined by the client. The Company will pay all refresher training required hours the Company deems necessary for the employee to complete weapons recertification.

Section 3. Employees entering service with the Company agree that the Company will perform personal background checks and verification of employee provided references. Submission of information, determined to be false, relative to background data, qualifications, experience and or references, or revelation of detrimental information prejudicial to the Company's interest, will subject the employee to and is defined as conduct warranting immediate discharge for cause.

Section 4. Neither Union officials nor Union members shall, during working time (excluding unpaid break or unpaid lunch periods), solicit membership, receive applications, hold individual and/or group meetings of any kind for the transaction of Union business, or conduct

any Union activity or investigation, including the administration or monitoring of the Employer's compliance with this Agreement.

Section 5. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union for the life of this Agreement each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 6. This Agreement constitutes the full and complete agreement between the Company and the Union, it being understood that nothing shall be implied as being binding on the parties except to the extent expressly set forth in this Agreement. Moreover, this Agreement fully supersedes any and all prior commitments, understandings or practices, whether written or oral, express or implied, between the Employer, the Union and/or the employees.

Section 7. This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.

ARTICLE 30 - TERM AND DURATION

Section 1. This Agreement shall be in full force and effect on December 1, 2009, and shall remain in full force and effect until midnight December 1, 2012 and so on from year to year thereafter unless, not later than sixty (60) days prior to the end of the current term and duration,

either of the Parties hereto gives written notice to the other of an intent to terminate, modify, amend and/or renew the Agreement at the end of its then current term and duration. If the parties fail to provide timely notice to amend, terminate, or otherwise re-negotiate a new collective bargaining agreement, then this Agreement shall automatically renew for successive one year periods. Notwithstanding the foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the bargaining unit.

Section 2. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the client of its relationship with the Employer to provide security services as described in Article 1 of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement effective as of the 1st day of December, 2009.

**FOR: INTERNATIONAL UNION
UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA** **FOR:
DECO, INC.**

By _____
Its _____

By _____
(9)(9)

**FOR:
UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA, LOCAL 275**

By _____
Its _____

either of the Parties hereto gives written notice to the other of an intent to terminate, modify, amend and/or renew the Agreement at the end of its then current term and duration. If the parties fail to provide timely notice to amend, terminate, or otherwise re-negotiate a new collective bargaining agreement, then this Agreement shall automatically renew for successive one year periods. Notwithstanding the foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the bargaining unit.

Section 2. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the client of its relationship with the Employer to provide security services as described in Article 1 of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement effective as of the 1st day of December, 2009.

**FOR: INTERNATIONAL UNION FOR:
UNITED GOVERNMENT SECURITY DECO, INC.**

(9)(q)

**FOR:
UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA, LOCAL 275**

(9)(q)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		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.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite (b)(6) Attn: Laurie Griffin Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: Laurie Griffin Philadelphia PA 19106	CODE OPO/FPS/SPECIAL PE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) G4S GOVERNMENT SOLUTIONS INC Attn: G4S GOVERNMENT SOLUTIONS, INC. 7121 FAIRWAY DRIVE, SUITE (b)(6) PALM BEACH GARDENS FL 334183766		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0738919210000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQE5-13-D-00001	
		10B. DATED (SEE ITEM 13) 05/13/2013	

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 X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.233-3
	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.)

This Indefinite-Delivery Indefinite-Quantity (IDIQ) contract is for Armed Protective Security Officer (PSO) Services throughout the state of Michigan in support of FPS Region 5.

A. Pursuant to FAR 52.233-3, this modification is issued as a stop work order. Upon receipt of this modification the Contractor shall immediately suspend contract performance 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.

B. All other terms and conditions remain the same.
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) Patricia R. Campbell
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGN (b)(6)
NSN 7540-01-152-8070 Previous edition unusable	15D. DATE SIGNED 6/27/13 30 (REV. 10-83)

NAME OF OFFEROR OR CONTRACTOR
G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DO/DPAS Rating: NONE Period of Performance: 10/01/2013 to 03/31/2019 Points of Contact: CS: Laurie Griffin (b)(6) CO: Patricia R. Campbell (b)(6) Financial POC: Rosa Muniz (b)(6) COR POC: Edward Kawa (b)(6)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE OF PAGES

1 2

2 AMENDMENT/MODIFICATION NO

3 EFFECTIVE DATE

4 REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00002

See Block 16C

6 ISSUED BY

CODE

OPO/FPS/SPECIAL P

7 ADMINISTERED BY (If other than Item 6)

CODE

OPO/FPS/SPECIAL P

NPPD/FPS/Special Projects Team
U.S. Dept. of Homeland Security
Ofc. of Procurement Operations - FP
701 Market Street, Suite (b)(6)
Attn: Laurie Griffin
Philadelphia PA 19106

NPPD/FPS/Special Projects Team
U.S. Dept. of Homeland Security
Ofc of Procurement Operations - FPS
701 Market Street, Suite (b)(6)
Attn: Laurie Griffin
Philadelphia PA 19106

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

G4S GOVERNMENT SOLUTIONS INC
Attn: G4S GOVERNMENT SOLUTIONS, INC.
7121 FAIRWAY DRIVE, SUITE (b)(6)
PALM BEACH GARDENS FL 334183766

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
HSHQE5-13-D-00001

10B. DATED (SEE ITEM 13)

05/13/2013

CODE 0738919210000

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

X

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.233-3

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, x 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.)

This Indefinite-Delivery Indefinite-Quantity (IDIQ) contract is for Armed Protective Security Officer (PSO) Services throughout the state of Michigan in support of FPS Region 5.

A. This modification shall hereby RESCIND the stop work order issued on 06/27/2013 under modification P00001. Upon receipt of this modification the Contractor shall immediately resume contract performance.

B. All other terms and conditions remain the same.

DO/DPAS Rating: NONE

Continued ...

10A, as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Patricia R. Campbell

(b)(6)

16C. DATE SIGNED

10-2-13

(b)(6)

30 (REV. 10-83)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQE5-13-D-00001/P00002

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NAME OF OFFEROR OR CONTRACTOR
 G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/01/2013 to 03/31/2019 Points of Contact: CS: Laurie Griffin (b)(6) CO: Patricia R. Campbell - (b)(6) Financial POC: Rosa Muniz (b)(6) COR POC: Edward Kawa (b)(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 assignees and that this modification constitutes the complete agreement of the parties.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite (b)(6) Attn: Laurie Griffin Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: Laurie Griffin Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) G4S GOVERNMENT SOLUTIONS INC Attn: G4S GOVERNMENT SOLUTIONS, INC. 7121 FAIRWAY DRIVE, SUITE (b)(6) PALM BEACH GARDENS FL 334183766		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0738919210000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSRQES-13-D-00001	10B. DATED (SEE ITEM 13) 06/19/2013

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)
	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)

This Indefinite-Delivery Indefinite-Quantity (IDIQ) contract is for Armed Protective Security Officer (PSO) Services throughout the state of Michigan in support of FPS Region 5.

A. This modification P00003 shall be a no cost modification to incorporate the following changes:

1. The Period of Performance is updated as follows:

Base year 01-01-2014 to 12-31-2014
Option I 01-01-2015 to 12-31-2015
Option II 01-01-2016 to 12-31-2016
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) (b)(6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patricia R. Campbell
SIGNED 11/3	16C. DATE SIGNED 10/25/2013

Previous edition obsolete

NAME OF OFFEROR OR CONTRACTOR
G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Option III 01-01-2017 to 12-31-2017 Option IV 01-01-2018 to 12-31-2018 6 Mo. Ext 01-01-2019 to 06-30-2019</p> <p>2. The following Contract Officers are hereby authorized as Administrative Contracting Officers for contract HSHQE5-13-D-00001:</p> <p style="padding-left: 40px;">Sylvia M. Cummings Stacy Powell Victor Hidalgo</p> <p>3. Reference Page 200 of contract HSHQE5-13-D-00001, Section 10 "Contract Administration Data", 10A, 2, Subsection "c", DELETE email address on line 1 and REPLACE with the following email:</p> <p style="padding-left: 40px;">NPPDInvoiceConsolodation@ice.dhs.gov</p> <p>B. All other terms and conditions remain the same.</p> <p>DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 01/01/2014 to 06/30/2019</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p>				
0001	<p>PSO BASIC SERVICES throughout the state of Michigan Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p>	400000	HR		
0002	<p>TAS for Base year throughout the state of Michigan Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Continued ...</p>	19000	HR		

(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQE5-13-D-00001/P00003

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NAME OF OFFEROR OR CONTRACTOR
G4S GOVERNMENT SOLUTIONS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
0003	Change Item 0003 to read as follows (amount shown is the total amount): Emergency Security Services throughout the state of Michigan Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	6000	HR	(b)(4)		
0004	Change Item 0004 to read as follows (amount shown is the total amount): Indirect Burden Rate = (b)(4) For COOP Other Direct costs-COOP throughout the state of Michigan Indirect Burden Rate = (b)(4) for COOP Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD					
1001	Change Item 1001 to read as follows (amount shown is the total amount): Option 1 Basic PSO Services throughout the state of Michigan Amount: (b)(4) (Option Line Item) 01/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	400000	HR			0.00
1002	Change Item 1002 to read as follows (amount shown is the total amount): Option 1 TAS throughout the state of Michigan Amount (b)(4) (Option Line Item) 01/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...	19000	HR			0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQE5-13-D-00001/P00003

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NAME OF OFFEROR OR CONTRACTOR
 G4S GOVERNMENT SOLUTIONS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	Change Item 1003 to read as follows (amount shown is the total amount): Option 1 Emergency Security Services throughout the state of Michigan Amount: (b)(4) (Option Line Item) 01/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	6000	HR		0.00
1004	Change Item 1004 to read as follows (amount shown is the total amount): Option 1 -Other Direct Costs-COOP throughout the state of Michigan Indirect Burden Rate = (b)(4) for COOP Amount: \$120,000.00 (Option Line Item) 01/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
2001	Change Item 2001 to read as follows (amount shown is the total amount): Option 2 Basic PSO Services throughout the state of Michigan Amount: (b)(4) (Option Line Item) 01/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	400000	HR	(b)(4)	0.00
2002	Change Item 2002 to read as follows (amount shown is the total amount): Option 2 TAS throughout the state of Michigan Amount: (b)(4) (Option Line Item) 01/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	19000	HR		0.00
2003	Change Item 2003 to read as follows (amount shown is the total amount): Option 2- Emergency Security Services throughout the state of Michigan Amount: (b)(4) (Option Line Item) 01/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	6000	HR		0.00
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR
G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2004	<p>Change Item 2004 to read as follows (amount shown is the total amount):</p> <p>Option 2-Other Direct Costs-COOP throughout the state of Michigan Indirect Burden Rate = (b)(4) for COOP Amount: \$120,000.00 (Option Line Item) 01/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				0.00
3001	<p>Change Item 3001 to read as follows (amount shown is the total amount):</p> <p>Option 3- Basic PSO Services throughout the state of Michigan Amount: (b)(4) Option Line Item 01/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>	400000	HR		0.00
3002	<p>Change Item 3002 to read as follows (amount shown is the total amount):</p> <p>Option 3 TAS throughout the state of Michigan Amount: (b)(4) Option Line Item 01/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>	19000	HR	(b)(4)	0.00
3003	<p>Change Item 3003 to read as follows (amount shown is the total amount):</p> <p>Option 3 Emergency Security Services throughout the state of Michigan Amount (b)(4) Option Line Item 01/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>	6000	HR		0.00
3004	<p>Change Item 3004 to read as follows (amount shown is the total amount):</p> <p>Option 3- Other Direct Costs-COOP throughout the state of Michigan Indirect Burden Rate = (b)(4) for COOP Amount: \$120,000.00 (Option Line Item) 01/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...</p>				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQE5-13-D-00001/P00003

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NAME OF OFFEROR OR CONTRACTOR
G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	Change Item 4001 to read as follows (amount shown is the total amount): Option 4-Basic PSO Services throughout the state of Michigan Amount: (b)(4) (Option Line Item) 01/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	400000	HR		0.00
4002	Change Item 4002 to read as follows (amount shown is the total amount): Option 4-TAS throughout the state of Michigan Amount: (b)(4) (Option Line Item) 01/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	19000	HR		0.00
4003	Change Item 4003 to read as follows (amount shown is the total amount): Option 4- Emergency Security Services throughout the state of Michigan Amount: (b)(4) (Option Line Item) 01/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	6000	HR	(b)(4)	0.00
4004	Change Item 4004 to read as follows (amount shown is the total amount): Option 4- Other Direct Costs-COOP throughout the state of Michigan Indirect Burden Rate = (b)(4) for COOP Amount: \$120,000.00 (Option Line Item) 01/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
5001	Change Item 5001 to read as follows (amount shown is the total amount): Six Month Extension-Basic PSO Services throughout the state of Michigan Amount: (b)(4) (Option Line Item) 01/01/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...	200000	HR		0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQE5-13-D-00001/P00003

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NAME OF OFFEROR OR CONTRACTOR
 G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
5002	Change Item 5002 to read as follows (amount shown is the total amount): Six Month Extension-TAS throughout the state of Michigan Amount: (b)(4) Option Line Item) 01/01/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	9500	HR	(b)(4)	0.00
5003	Change Item 5003 to read as follows (amount shown is the total amount): Six Month Extension-Emergency Security Services throughout the state of Michigan Amount: (b)(4) Option Line Item) 01/01/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	3000	HR		0.00
5004	Change Item 5004 to read as follows (amount shown is the total amount): Six Month Extension- Other Direct Costs-COOP throughout the state of Michigan Indirect Burden Rate = (b)(4) for COOP Amount: \$60,000.00 (Option Line Item) 01/01/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Points of Contact: CS: Laurie Griffin (b)(6) CO: Patricia R. Campbell (b)(6) Financial POC: Rosa Muniz (b)(6) COR POC: Edward Kawa (b)(6)				0.00

Continued ...

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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 assignees and that this modification constitutes the complete agreement of the parties.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO

3. EFFECTIVE DATE

4 REQUISITION/PURCHASE REQ NO

5. PROJECT NO. (If applicable)

P00004

See Block 16C

6. ISSUED BY

CODE

OPO/FPS/SPECIAL PROJ

7 ADMINISTERED BY (If other than Item 6)

CODE

OPO/FPS/SPECIAL PROJ

NPPD/FPS/Special Projects Team
U.S. Dept. of Homeland Security
Ofc. of Procurement Operations - FP
701 Market Street, Suite (b)(6)
Attn: Laurie Griffin
Philadelphia PA 19106

NPPD/FPS/Special Projects Team
U.S. Dept. of Homeland Security
Ofc of Procurement Operations - FPS
701 Market Street, Suite (b)(6)
Attn: Laurie Griffin
Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

G4S GOVERNMENT SOLUTIONS INC
Attn: G4S GOVERNMENT SOLUTIONS, INC.
7121 FAIRWAY DRIVE, SUITE (b)(6)
PALM BEACH GARDENS FL 334105706

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
HSHQE5-13-D-00001

10B. DATED (SEE ITEM 13)

CODE 0738919210000

FACILITY CODE

06/19/2013

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)
	D. OTHER (Specify type of modification and authority)

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

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

This Indefinite-Delivery Indefinite-Quantity (IDIQ) contract is for Armed Protective Security Officer (PSO) Services throughout the state of Michigan in support of FPS Region 5.

A. This modification P00004 shall be a no cost modification to incorporate the following changes:

1. G4S Government Solutions, Inc. WASHOPS branch office, cage code OABS3, is hereby added as an operational office authorized to perform under this contract. The office location associated with WASHOPS branch office is as follows:

WASHOPS

G4S Government Solutions, Inc.

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)

(b)(6)

Patricia R. Campbell

15C. DATE SIGNED

11-8-2013

(b)(6)

16C. DATE SIGNED

11/12/13

FORM 36 (REV. 10-83)
by GSA

FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQE5-13-D-00001/P00004

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NAME OF OFFEROR OR CONTRACTOR
G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>6710 Oxon Hill Road, Suite (b)(6) Oxon Hill, MD 20745</p> <p>2. The DD254 attached dated 10/29/2013 for G4S Government Solutions, Oxon Hill, MD is hereby incorporated into contract HSHQE5-13-D-00001.</p> <p>B. All other terms and conditions remain the same.</p> <p>DO/DPAS Rating: NONE Period of Performance: 01/01/2014 to 06/30/2019</p> <p>Points of Contact: CS: Laurie Griffin (b)(6) (b)(6)</p> <p>CO: Patricia R. Campbell - (b)(6) (b)(6)</p> <p>Financial POC: (b)(6) (b)(6)</p> <p>COR POC: (b)(6) (b)(6)</p> <p>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 assignees and that this modification constitutes the complete agreement of the parties.</p>				

Pages 422 through 557 redacted for the following reasons:

(b)(4)