

Company Name:
Deco, Inc.

Contract Number:
HSCEC5-09-A-00002 (HSCEC509A00002)

Period of Performance:
4/1/2009 through 3/31/2010

Services Provided:
Provides armed guard services for the State of Ohio.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 5PS-09-9041	PAGE OF 1 255
2. CONTRACT NO. HSCEC5-09-A-00002		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER HSCEC5-09-Q-00061	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Sally Arnold		b. TELEPHONE NUMBER (No collect calls) (817) 649 b6	
9. ISSUED BY ICE/FPS/CENTRAL CCG/Region 5 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR NAICS: 561612 SIZE STANDARD: \$18.5	<input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS .5%, 20 days		13. RATING	
15. DELIVER TO See Exhibit 1 of FPS Award Document			16. ADMINISTERED BY ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Sally Arnold Grand Prairie TX 75050-1412		
17a. CONTRACTOR/OFFEROR DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		18a. PAYMENT WILL BE MADE BY DHS ICE Burlington Finance Center Attn: FPS Region 05 Invoice P.O. Box 1279 or: invoice consolidation@dhs.gov Williston VT 05495-1279		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
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 <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS07F0103M NON PERSONAL SERVICES: Armed Guard Services for the state of Ohio in accordance with attached SOW, Exhibits, Schedule of Prices furnished as part of solicitation HSCEC5-08-Q-00061, including all amendments and contractor furnished technical and price proposals. COTR: Ray Garcia PH: 216 522 b6 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each BPA Call				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Sally Arnold</i>		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Sally Arnold	
				31c. DATE SIGNED 2/10/09	

2. CONTRACT NO. _____ 3. AWARD EFFECTIVE DATE _____ 4. ORDER NUMBER _____ 5. SOLICITATION NUMBER: HSCECS-08-Q-00061 6. SOLICITATION ISSUE DATE: 07/25/2008

FOR SOLICITATION INFORMATION CALL: 7. NAME: Sally Arnold 8. TELEPHONE NUMBER (No collect calls): (817) 649-5666 9. OFFER DUE DATE/LOCAL TIME: 08/15/2008 1600 ET

8. ISSUED BY: ICE/FPS/CENT
ICE/FPS/Central CCG/Region 5
Immigration and Customs Enforcement
Federal Protective Service
Office of Acquisition Management
1901 North Highway 360, Ste. 500
Grand Prairie TX 75050-1412

10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: _____ % FOR: _____
SMALL BUSINESS _____ EMERGING SMALL BUSINESS _____
HUBZONE SMALL BUSINESS _____
SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS _____ (S/A) _____
NAICS: 561612
SIZE STANDARD: \$ 18.5 M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: 988 SCHEDULE _____ 12. DISCOUNT TERMS _____
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 750): _____ 13b. RATING: _____
14. METHOD OF SOLICITATION: RFP IFB RFP

15. DELIVER TO: SEE EXHIBIT 1 16. ADMINISTERED BY: ICE/FPS/CENTR/
FPS Guard BPAs
See Part 2, Exhibit 1 of FPS Solicitation Document
ICE/FPS/Central CCG/Region 5
Immigration and Customs Enforcement
Ofc of Acquisition Management - FPS
1901 North Highway 360, Ste. 500
Attn: Sally Arnold
Grand Prairie TX 75050-1412

17a. CONTRACTOR/OFFEROR CODE: _____ FACILITY CODE: _____ 18a. PAYMENT WILL BE MADE BY: _____ CODE: _____
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER _____ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16b UNLESS BLOCK BELOW IS CHECKED: _____ SEE ADDENDUM _____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	NOTE: All questions must be submitted in writing via e:mail and must be received by the Contracting Officer, Sally Arnold, no later than 5 PM Local Time on Aug 5, 2008. Guard Service for the State of Ohio in accordance with attached Schedule Reminder: This solicitation is being sent electronically to all potential offerors. Number (Use Reverse and/or Attach Additional Sheets as Necessary)	1	EA		

25. ACCOUNTING AND APPROPRIATION DATA _____ 26. TOTAL AWARD AMOUNT (For Govt. Use Only): _____

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER: _____

NAME AND TITLE OF SIGNER (Type or print): David J. Perry, President 30c. DATE SIGNED: 8-15-08 31b. NAME OF CONTRACTING OFFICER (Type or print): Sally Arnold 31c. DATE SIGNED: _____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Funding POC: Alma Cabello PH: 312 353 [REDACTED]</p> <p>Contractor Signature Page for the solicitation is hereby incorporated and made page 1A of this award. Period of Performance: 04/01/2009 to 03/31/2010 FAR 52.252-4, Alterations in Contract (Apr 1984)</p> <p>Portions of this contract are altered as follows:</p> <p>Part II, Exhibit 9 - DOL Wage Determinations - Ohio, all Wage Determinations are deleted since all guards are now covered by Collective Bargaining Agreements</p> <p>Attachment 3, Page 2, Paragraph C, deleted since it applies to Pre-award</p> <p>Attachment 3, Page 5, Paragraph 01. performance periods are revised</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 _____ 42a. RECEIVED BY (Print) _____
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42b. RECEIVED AT (Location) _____
 42c. DATE REC'D (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

Award: HSCEC5-09-A-00002
 Solicitation: HSCEC5-08-Q-00061
 Contract Guard Services - Ohio

ATTACHMENT 6

Submitted by DECO, Inc.
 10/17/2008

Schedule of Prices

NON-PERSONAL SERVICES: Contractor shall provide all labor, management, supervision, uniforms, training, transportation, materials, and equipment necessary in order to provide both armed and unarmed guards for government buildings and facilities within th

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
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BASE PERIOD: Performance shall begin on October 1, 2008, and shall continue through September 30, 2009

1001	Guard II (Armed)	b4	HR	\$	b4	\$	b4
	Guard II Emergency		HR	\$		\$	
1002	Guard II (Armed)	b4	HR	\$	b4	\$	b4
	Guard II Emergency		HR	\$		\$	
1003	Guard II, Surge (EGS)		HR	\$		\$	
Total Price for Base Period:						\$	12,156,215.40

ORDERING PERIOD ONE:

2001	Guard II (Armed)	b4	HR	\$	b4	\$	b4
	Guard II Emergency		HR	\$		\$	
2002	Guard II (Armed)	b4	HR	\$	b4	\$	b4
	Guard II Emergency		HR	\$		\$	
2003	Guard II, Surge (EGS)		HR	\$		\$	
Total Price for Ordering Period One:						\$	12,215,745.96

Award: HSCEC5-09-A-00002

Solicitation: HSCEC5-08-Q-00061
Contract Guard Services - Ohio

ATTACHMENT 6

Submitted by DECO, Inc.
10/17/2008

Contract Line Item No. (CLIN)	Supplies/Services	<u>Estimated Quantity</u>	Unit of Issue	Unit Price	<u>Estimated Extended Amount</u>
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ORDERING PERIOD TWO:

3001	Guard II (Armed)	[REDACTED]	HR	\$ [REDACTED]	\$ [REDACTED]
3002	Guard II Emergency Guard Service (TAS)	b4	HR	\$ [REDACTED]	\$ [REDACTED]
3003	Guard II, Surge (EGS)	[REDACTED]	HR	\$ [REDACTED]	\$ [REDACTED]

Total Price for Ordering Period Two: \$ 12,260,393.88

ORDERING PERIOD THREE:

4001	Guard II (Armed)	[REDACTED]	HR	\$ [REDACTED]	\$ [REDACTED]
4002	Guard II Emergency Guard Service (TAS)	b4	HR	\$ [REDACTED]	\$ [REDACTED]
4003	Guard II, Surge (EGS)	[REDACTED]	HR	\$ [REDACTED]	\$ [REDACTED]

Total Price for Ordering Period Three: \$ 12,197,142.66

Award: HSCEC5-09-A-00002

Solicitation: HSCEC5-08-Q-00061
Contract Guard Services - Ohio

ATTACHMENT 6

Submitted by DECO, Inc.
10/17/2008

Contract Line Item No. (CLIN)	Supplies/Services	<u>Estimated Quantity</u>	Unit of Issue	Unit Price	<u>Estimated Extended Amount</u>
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ORDERING PERIOD FOUR:

5001	Guard II (Armed)		HR	\$	\$ 11,062,303.08
5002	Guard II Emergency Guard Service (TAS)	b4	HR	\$	\$ 461,840.88
5003	Guard II, Surge (EGS)		HR	\$	\$ 617,188.80

Total Price for Ordering Period Four: **\$ 12,141,332.76**

Totals:

Base Period: **\$ 12,156,215.40**

Ordering Period One: **\$ 12,215,745.96**

Ordering Period Two: **\$ 12,260,393.88**

Ordering Period Three: **\$ 12,197,142.66**

Ordering Period Four: **\$ 12,141,332.76**

**Total, Base and
All Ordering Periods:** **\$ 60,970,830.66**

**Contract Guard and Security Clerk Services Requirements
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1. Introduction

1.1 Use of Acronyms

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

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

1.2 General Information

- A. This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) Solicitation/Contract number HSCEC5-08-Q-00061
- B. As an integral component of the FPS security effort, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses,

permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW. The Contractor shall perform to the standards required in this Contract and will be expected to work closely with FPS representatives throughout the duration of the Contract.

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

1.3 Information Regarding FPS

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

2 Contract Transition

2.1 Phase-In

- A. A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities.
- B. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees. The Contractor may notify the predecessor Contractor's employees that the Contractor will be assuming services upon the Contract start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor's employees while they are on duty, provided that there is no interference with the Contract employee's assigned duties (e.g., during "off hours" or during relief or lunch breaks). However, the Contractor shall not interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.
- C. The Contractor shall provide a transition plan within 5 working days after contract award. The transition plan shall include at a minimum all preliminary licensing and certifications required to initiate performance; process for transitioning predecessor employees;

recruitment of new employees; and, timeline showing procurement of required equipment and uniforms. The Plan shall address:

1. A strategy for implementing supervisory functions,
 2. The process for transitioning predecessor employees,
 3. Equipment inventory (radio & phone) and maintenance plan,
 4. Weapons Inventory and employee assignment
 5. Weapons Transition Plan from .38 Caliber to the .40 Caliber Semi-automatic
 6. Communication plan.
 7. Relief and break plan,
 8. A plan for establishing a reserve force and the current status of staffing levels,
 9. A progress report on obtaining permits, licenses, and registrations,
 10. A status report on submitting applications for personnel clearances,
 11. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.
- D. For purposes of this solicitation, the Contractor will provide a detailed Weapons Transition Plan to facilitate transition from existing .38 caliber firearms to the SOW required .40 caliber semi-automatic weapons. The Weapons Transition Plan must fully identify and outline exactly how the transition will take place with a definitive schedule and timeline. The Weapons Transition Plan must also address how transitional issues such as familiarization, training, qualifications, remediation and State/Local firearms licensing and permitting compliance will be accomplished. The Weapons Transition Plan must also ensure that all guards must stand their post with the same weapon they have qualified with.
- E. The government will allow a maximum of 60-day start up from the time of the award of the base task order to the initial start of performance.

2.2 Phase-Out of Contract and Continuity of Services

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

records to the successor contractor as stated in paragraph 19A, 1 thru 17. Failure to do so shall result in a 10% withholding of final payment until this action is accomplished

2.3 Conferences and Meetings

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

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

- A. The Contractor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. The Contractor shall possess ALL licenses required to perform services in the State of Ohio.
- B. Prior to commencement of work under this Contract, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the state or local jurisdiction in which the services are to be performed to:
 - 1. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this Contract prior to performing any work under this Contract. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual Contract employees) to the CO prior to the Contract start date and provide any revised licenses or permits during the Contract term.
 - 2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing armed guard services specified under this Contract.
 - 3. Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes.
- C. The Contractor shall complete and certify a written record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and

certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any Contract work. The Contractor shall provide an updated record to the Government upon request of the CO or COTR. The Contractor shall not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications.

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

4 Qualifications of Personnel

4.1 General Qualifications

- A. The Contractor shall not employ illegal or undocumented aliens as guards for this contract. The Contractor shall expressly incorporate this provision into all subcontracts or subordinate agreements issued in support of this contract.
- B. To be eligible to perform under this Contract, all uniformed Contract employees must meet, to the satisfaction of the CO and COTR, the following requirements:

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

5 Quality Control

5.1 Contractor-Provided Quality Control Plan

- A. The Contractor shall provide a detailed Quality Control Plan within 15 days of Contract award. The Contractor's Quality Control Plan shall include, but not be limited to, the following areas:
1. Identification of the Quality Control Monitor(s) assigned and include evidence of their qualifications.
 2. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors. Inspections shall be conducted by the Quality Control Monitor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan. Quality Control Inspection Check Lists which include, as a minimum, checks of: equipment, uniform and appearance; attendance; sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall contract performance.
 3. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when the Contractor's Quality Control Monitors or the Government notes superior or deficient performance.
 4. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.
- B. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file with the Contractor for all inspections made during the entire Contract period. The Contractor shall make those reports available to the CO or COTR upon request.
- C. The Contractor shall brief the COTR of any problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem. If the Contractor's performance indicates that additional quality control measures are needed, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the Contract and adherence to their Quality Control Plan.
- D. The Government shall consider the Contractor's adherence to their stated Quality Control Plan during annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan may result in Contractual actions being taken by the Government.

5.2 Government-Provided Quality Control

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

6 Services Required – Non-Supervisory Security Guards

6.1 Order of Precedence

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

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

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

6.2 Security Guard Post Assignment Record

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

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

6.3 Typical Duties

- A. Security guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have the Post Orders, SGIM, Officer's Duty Book and DHS 139 (Record of Time of Arrival/Departure from Buildings).
- B. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- C. Security guards must be thoroughly familiar with the Post Orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with Post Orders.
- D. Off-going guards shall provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.
- E. Security guards shall be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion.

6.3-1 Access/Egress Posts

- A. Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information to any visitor upon request.
- B. Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the Post Orders.

- C. Security guards shall be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.
- D. Security guards shall answer questions and provide directions to visitors and building tenants.
- E. Security guards shall process visitors as directed in the Post Orders by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are presented for appropriate personnel and package screening. Security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders.
- F. Security guards shall perform package inspection when and as directed by the Post Orders, or as directed by the COTR in the event of an emergency or an elevated security posture. The Post Orders will describe the type of inspection required. These inspections may be conducted using automated technology; by manual tactile techniques, such as touching and feeling or by visual surveillance. Admittance shall be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- G. Security guards will be responsible for operating all security equipment on post, such as X-ray machines, magnetometers, hand-held screening wands and closed circuit television (CCTV). No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.
- H. Security guards will be required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, under-carriage inspection systems, active traffic barriers, and other automated security devices. The results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.

6.3-2 Roving Posts

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

6.3-3 Traffic Control

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

6.3-4 Receipt, Use and Safeguarding of Keys

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

6.3-5 Security and Fire Systems

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

6.3-6 Utility Systems

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

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

6.3-7 Building Rules and Regulations

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

6.3-8 Physical Security, Law and Order

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

6.3-9 Hazardous Conditions

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

6.3-10 Response to Injury or Illness

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

6.3-11 Additional Duties

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

6.3-12 Reports, Records, and Testimony

- A. Security guards shall prepare and maintain required reports in accordance with the Post Orders regarding security-related issues, such as accidents, fires, bomb threats, unusual

incidents and unlawful acts, and provide these reports to those officials specified by the COTR.

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

6.3-13 Civil Disturbances

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

6.3-14 Emergencies

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

6.3-15 Primary Security Responses

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

6.4 Contract Security Guard Duty Register

- A. The Contractor's employees shall sign-in when reporting for work and shall sign-out when leaving using the DHS 139 (Record of Time of Arrival/Departure from Buildings). Security guards who patrol between buildings will sign in and out at each building visited as directed by the Post Orders. The Government shall specify the on-site registration points and the Contractor must use those points for this purpose. Contract employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief security guards shall sign in and out at each post visited as directed by the Post Orders.
- B. Each successively lower line on the DHS 139 must be completed in chronological order without exception. Lines may not be left blank among signatures in any period. No more than one line may be used to enter a calendar date for separating individual workdays.
- C. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be credited for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the DHS 139, the Contract employee should draw a single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheet's) will be used to record all information in the correct manner. The Contractor must attach a detailed memorandum of explanation to each DHS 139 containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes.
- D. The COTR shall retain all original DHS 139s and shall provide copies upon request by the Contractor.
- E. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

7 Key Personnel

- A. Under this contract, the Contract Manager and Supervisors are designated as "key personnel." The Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed Key Personnel meet the requirements listed below. If the proposed Key Personnel do not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Key Personnel do not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Key Personnel to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Key Personnel

possesses the ability to effectively manage, supervise, or train security guards in a security guard contract of the size and scope described in this Solicitation/Task Order.

- B. The CO must approve the proposed Key Personnel prior to his/her assignment under this Contract. The Contractor shall not replace any of the Key Personnel without submitted a key Personnel Resume to the CO for her/his approval. The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.

7.1 Contract Manager (CM)

- A. The Contract Manager (CM) position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.
- B. The CM must have either completed a four year course of study leading to a bachelor's degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual's capacity to effectively manage a security guard Contract/task order of the size and scope described in this SOW.
- C. The CM shall have complete authority to act for the Contractor during the term of the Task Order. **The duties of the CM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the Contract/task order or any other guard Contract/task order administered by FPS.** The CM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the contract requirements.
- D. The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.
- E. The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the Contract.
- F. The CM is a salaried managerial position not specifically required in the line item(s) identified in this SOW, therefore, the Contractor shall factor all costs associated with providing a CM into its offering prices (e.g., overhead/G&A).

7.2 Supervisor

- A. Each Supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.
- B. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the Contract.
- C. The Contractor shall provide the level of supervision sufficient to meet the Contract requirements.
- D. All Supervisors shall be required to sign in on a DHS 139 upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this Contract.
- E. All costs associated with the Contractor's Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

8 Work Scheduling Procedures

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

Breaks and/or lunch reliefs shall be provided by the Contractor in accordance with DOL regulations.

9 Contract Guard Labor Category

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

10 Contract Effort Required

10.1 Contract Effort Required – Productive Hours

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

10.2 Contract Effort Required – Supervisory Hours

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

10.3 CONTRACT EFFORT REQUIRED – RESERVE SECURITY GUARD FORCE

- A. The Contractor shall be required to maintain, at all times, an on-call reserve force. The Contractor shall furnish all management, supervision, manpower, material, supplies, and equipment (except as otherwise provided by the Government), and shall plan, schedule, coordinate and ensure effective performance of all services described herein. The Contractor shall furnish manpower for temporary additional services ("TAS") for the Government's short term, non-recurring needs as well as for FEMA emergency and/or disaster related security guard services ("Emergency Guard Services") for the geographic area covered under this BPA on an as needed basis.

For Emergency Guard Services, the contractor will provide resources to staff, supervise and properly equipped guards to respond to large and small-scale deployments, short and long-term emergency situations, i.e. manmade and natural disasters & FEMA projects. The Federal Protective Service (FPS) uses contracted armed guard services to safeguard federal employees, visitors, property and temporary facilities during disaster declarations and local facility emergencies. The successful contractor shall be responsible for providing Emergency Guard Service as required by each task order. The requirements under the "Emergency Guard Service" Contract Line Item Number (CLIN) shall be ordered for anywhere in the geographic area covered under this BPA with little, if any, advance notice. The hourly rate for this "emergency guard service" CLIN shall be inclusive of any and all costs (e.g. travel costs) directly related to or incidental to providing service at locations to be specified when ordered. There will be no "phase-in" period for these requirements. The requirements ordered under the "Emergency Guard Service" CLIN will be limited to 120 days of service. Thereafter, provided notice is provided within 30 days before the expiration of the emergency guard service task order, any continuing long term requirements for those same post/locations shall be ordered at the regular hourly rates specified for fixed posts/facilities within the contract.

- B. The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained. All reserve security guards shall meet the minimum qualification standards required in this Contract before working any post under this Contract.
- C. This reserve force shall be of sufficient size to provide Temporary Additional and Emergency services. The Government typically recommends that the Contractor maintain a reserve force equivalent to at least 20% of the existing security guard force at any given time. However, this 20% pertains to Basic and TAS Service operations and is not inclusive of Emergency Guard Service staffing. Additional staffing percentages should be considered based on the estimated hours for Emergency Guard Services as indicated in the line items for these services.
- D. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

11 Training

11.1 General

- A. All security guards and uniformed supervisors working under this Contract must complete the following training and pass the required written examination. Certifications may be honored for contract security guards and uniformed supervisors who worked under the predecessor Contract and who maintain valid certification credentials.
- B. The Training Syllabus is located in the Exhibits. The Contractor shall be responsible for providing the CO and COTR a copy of it's Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after award of the Contract. The Contractor shall notify the COTR of any changes to the proposed Training and Qualifications Schedule not less than 10 calendar days before the date of the training session.
- C. The Contractor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations, and weapons qualifications.
- D. The Contractor shall also bear all costs and responsibilities related to their employees' attendance at any contract mandated training class, test or examination, including all expenses for transportation, lodging and meals (as may be necessary). Currently certified FPS contract guards that are required to go to any training, testing or examination to maintain their FPS certification status, including weapons transition training, shall be paid in accordance with the applicable Service Contract Act (SCA) Department of Labor prevailing wage determination or collective bargaining agreement. For pay purposes, the vendor shall treat time spent by certified contract guards in training and testing as the equivalent of time spent standing post. By contrast, pre-certification training provided by the contractor shall be governed by the payment requirements of the Fair Labor Standards Act (FLSA). Costs

related to any training, test or examination required by the contract must be factored into the offering price, as they will not be itemized or paid separately by the Government after award.

- E. The CO, COTR, or any FPS personnel shall be allowed to observe any training and qualifying sessions sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this Contract.

11.2 Training Requirements by Position

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

11.2-1 Security Guards

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

11.2-2 Supervisors

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

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

11.3 Written Examination

- A. Upon the Contract employees' completion of the basic training class and a favorable pre-employment suitability, the Contractor must schedule with FPS the Government-administered written examination. This exam will test their employees' familiarity with and understanding of the information contained in the SGIM. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).
- B. If a Contract employee does not pass the examination on the first attempt, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to pass the written examination. If the Contract employee fails after the second attempt, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. If a Contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. After the one (1) year suspension period has expired, the guard is considered a new hire.
- C. No waivers shall be granted regarding the testing policies and procedures.

11.4 Weapons Training and Qualification

- A. The Contractor is responsible for providing forty (40) hours of weapons training prior to sending the Contract employees to a firing range for the initial range qualification test session. Of the forty hours, twenty-four (24) hours will be actual training/shooting time on a firing range.
- B. The Contractor employee must carry the same weapon, identified by its serial number, with which they qualify on the firing range. The Contract employee must qualify using their duty ammunition.
- C. For firearms training/qualification, all FPS security guards are required to wear their duty uniform to include footwear, issued gun belt, holster and keepers.
- D. For the purposes of this Contract, the Government requires that each Contract employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training. The Contractor shall factor into the offering price the cost of ammunition. Ammunition shall not be itemized or paid for separately by the Government.
- E. Each firearms qualification "session" consists of no more than two (2) attempts to qualify. If unsuccessful, the second attempt must be completed immediately after the first attempt. A

qualifying score is 80% or better. See Exhibit 4E. If the contract employee fails to qualify during the first session, the employee must attempt to qualify within 30 days at a second qualification session. Before attempting to qualify in the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training. The Contractor is responsible in determining what training the employee will need to complete in order to successfully qualify. After failing the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training prior to each session (2 attempts) at qualification by the employee. The employee cannot commence working on contract until successfully achieving a qualifying score. The Contractor shall document the employee's file with any and all remedial training given to enable the employee to pass the firearms course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable Contract employees to annually re-qualify on the course.

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

11.4-1 Annual Firearms Re-Qualification

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

- B. Successful firearms range qualification by Contract employees as part of a state or local firearms permit/license issuance process shall not be considered an acceptable replacement or substitute for the annual firearms qualification required by this Contract.
- C. FPS Law Enforcement personnel or trained representative will witness firearms qualification for Contract employees. Firearms qualifications that are not witnessed by FPS will not be deemed acceptable for the purposes of this contract.
- D. The Contractor shall provide the necessary weapons and ammunition for training and qualifications. If an FPS Training Center is used to conduct range qualifications, the Contractor shall provide a list of serial numbers of Contractor-provided firearms to be used for qualifications 48 hours prior to scheduled training and qualification to the FPS Training Center. All Contractor-provided weapons used for qualifications of Contract employees will be made available for inspection and approval by an FPS representative prior to use on any Government firing range. Contract employees must adhere to the rules and regulations of the firing range. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

11.5 Minimum Age for Firearms Licensing

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

11.6 FPS-Specific Training

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

11.7 Government-Provided Magnetometer/X-Ray Training

All Contract employees shall receive up to eight (8) hours of Government-provided training on the use and handling of magnetometers and/or x-rays. Upon completion of this training,

the FPS Training Representative will issue each Contract employee a certificate of training completion.

11.8 CPR/AED/First Aid Training

- A. Any Contract employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this contract.
- B. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all employees assigned to work under this Contract. CPR and AED training and certification must include adult, youth, and infant training modules. Training certification shall be valid for one year. Prior to the expiration of the CPR and AED certification, the Contract employee must become re-certified. Recertification training shall cover adult, youth, and infant CPR procedures as well as AED procedures. The Government requires that each CPR/AED course **MUST** provide practical training (e.g., on “dummies”) on resuscitation techniques and be conducted in accordance with American Red Cross (ARC) standards by ARC certified instructors.
- C. First Aid training and certification shall be valid for a period of three years. Upon expiration of the First Aid certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.
- D. A post is considered “open” if manned by unqualified contract employees.

11.9 Other Special Training

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

11.10 Training of Replacement Employees

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

11.11 Schedule of Provided Training and Testing

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

11.12 Government Provided Training - Failure to Attend

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

11.13 Training Waivers

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

12 Medical and Physical Qualifications

12.1 General

- A. The Contractor shall ensure all uniformed employees working under the Contract meet the medical requirements described in the following sections. The Government will not grant any waivers of the medical standards.
- B. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with any reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.

- C. The Contractor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (ADA-(42 USC 12101-12213) and the Rehabilitation Act of 1973 (29 USC 790-794).)

12.2 Medical Standards

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78. (Ref Exhibit 6A).
- B. The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the Contract. All guards (productive and supervisory) must meet the health certification requirements listed in the SF 78. The Contractor shall submit a completed SF 78 for each employee to the COTR prior to any Contract employee being permitted to work under the Contract.
- C. If an employee of the Contractor claims that s/he has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Contractor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. The COTR will review all medical documentation to ensure that it is complete and in compliance with the Contract. No guard shall be permitted to work under the Contract until the certificate and medical documentation has been reviewed and approved for compliance with the Contract by the COTR.
- D. All Contract employees must meet the following medical standards:
1. **Vision:** Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision.
 2. **Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels. Use of a hearing aid is authorized.
 3. **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.

4. **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
5. **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
6. **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.
7. **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.
8. **Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.
9. **Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.
10. **Hematology System:** Any hematological condition that is characterized as chronic has caused a hematological crisis, or adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.
11. **Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.
12. **Psychiatric Disorders:** Any disorder that affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.
13. **Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or

movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.

14. **Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.
15. **Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

12.3 Physical Demands

- A. Contract employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:
 - a. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
 - b. Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
 - c. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
 - d. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
 - e. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.
 - f. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.

- g. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
 - h. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).
- B. Individuals deemed incapable of performing the above tasks or functions will be removed from the Contract upon the CO's request.
- C. The Contractor shall be responsible for encouraging and promoting employees assigned to this Contract to maintain an ongoing and regular program of physical fitness, at no cost to the Government.

12.4 Initial and Recurring Screening for Illegal Drugs

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

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

- B. The Contractor will perform random drug screening of 5% of the guard force assigned to this contract over a 12- month period. Contract Security Guards must resubmit to a urine drug screening upon renewal of physical forms every three years.
- C. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's (SAMHSA) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." These guidelines can be accessed via the Internet at: www.health.org/GDLNS-94.htm or at: <http://wmcare.samhsa.gov>.¹ The Contractor is strongly urged to use one of the laboratories listed on SAMHSA's "Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies," which is accessible via the Internet at: www.health.org/labs/index.htm or at: <http://wmcare.samhsa.gov>. This list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA's current list, the Contractor must verify whether the laboratory's methodology conforms to SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.

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

- D. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this Contract, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the Contract may be modified to permit the use of those methods.
- E. The presence of a positive reading for *any* of the above substances over the designated cutoff level for that substance shall automatically disqualify an applicant from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor *shall not* permit any applicant to take multiple tests in order to receive an acceptable reading.
- F. The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each Contract employee. All costs must be factored into the offering prices.

12.5 Government Requested Screening

- A. The CO or COTR shall have the express right to request targeted urine drug screenings where there is a reasonable belief by the Government that the Contract employee(s) may be under the influence of or using illegal substances. Targeted screenings shall be conducted in a similar fashion to random screenings, with the exception that the CO will advise the CM in writing that s/he requests a drug screening of a specific security guard. Once the written request is received, the CM shall arrange for the test to be conducted as soon as possible, but not later than three working days. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time associated with taking the screening. Each screening shall follow the guidelines described in paragraph 12.4 above.
- B. Contract employees who undergo targeted urine drug screenings may continue working under the Contract until the results have been provided to the Contractor. In the event that the results of any urine drug screening are negative, the Government shall bear the expense of the screening. This does not apply to the pre-employment urine drug screening. In the event that the results are positive, the Contractor shall immediately remove the Contract employee(s) with a positive reading from the Contract and immediately inform the COTR and CO of the result and the employee's removal from the Contract. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the positive reading.
- C. Any Contract employee who undergoes either a random or targeted urine drug screening and tests positive for any of the substances shown above shall be permanently disqualified from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period, the affected Contract employee *shall not* be authorized to take additional tests to achieve an acceptable reading.

13 Conduct of Contractor Personnel

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

14 Contract Employee Reinstatements

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

15 Government and Contractor Furnished Property

15.1 General Information

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

15.1-1 Use of Government Property

- A. Government property shall be used for official Government business only in the performance of this Contract. The Contractor or the Contractor's employees shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor. The Contractor shall reimburse the Government for expenses associated with misuse or abuse of Government furnished property or equipment by the Contractor's employees.
- B. The Contractor will certify in writing all licenses and permits issued to the Contractor or Contractor employees required by law for the use and operation of Government furnished property or equipment.

15.1-2 Accountability of Government Property

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

15.1-3 Safeguarding Government Property

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

- B. If the work under this Contract requires that the Contract employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for his/her own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default. Additionally, the Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

15.2 Contractor Furnished Property

15.2-1 General Information

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

15.2-2 Equipment

The Contractor may be required to furnish some or all of the types of equipment described herein.

- A. Communications equipment. The Contractor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies. The Government may identify the radio frequencies to be used by the contractor. The Contractor must ensure useful availability of all Contractor furnished communications equipment on a continuous basis. The Contractor shall immediately provide fully-operational substitute communications equipment in the event any equipment is temporarily inoperable.
- B. Vehicles. The Contractor shall obtain all applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for the operation of vehicles. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor.

- C. Firearms, ammunition, and less-than-lethal weapons. Modifications to firearm mechanisms must comply with manufacturers specifications and requirements. Ammunition must be acquired from a commercial source.
1. The Contractor shall obtain all applicable permits, licenses, and registrations in accordance with applicable Federal, state and local laws for the acquisition, carriage, and use of firearms and ammunition. All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the Contractor.
 2. The Contractor shall acquire and maintain an ample supply of appropriate cleaning products (i.e., cleaning solvents, lubricating oil, rods, brushes, patches, etc.). The Contractor must also provide applicable accessories such as clearing barrels, trigger locks, gun lockers, etc.
 3. The Contractor shall provide all training for primary and any additional or intermediate weapons used under the contract.
 4. The amount and type of ammunition, including additional rounds for contingency. For those contracts storing weapons on site, additional ammunition provided shall be stored, and secured on-site by the Contractor. Old duty ammunition will be periodically rotated with new ammunition.
 5. The Contract employee shall inspect his/her issued firearm at the commencement of each tour of duty. Each firearm shall be cleaned and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition. All firearms will be loaded with approved ammunition, including one round in the chamber (if applicable), prior to the security guard's tour of duty.
 6. The Contractor shall provide a list of serial numbers of firearms that will be present on the premises to the COTR prior to the Contract performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change.
 7. The firearm for use on this BPA will be a .40 caliber semi automatic pistol. 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 magazine 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.

Care and consideration must be given to the transition plan development and subsequent qualifications and behavior on safe handling, holstering and un-holstering due to the sensitivity of the weapon. Any weapons inspections and exchanges will be conducted and performed in a designated safe area, with a clearing barrel at hand **and not on post or anywhere in a public area.**

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:

165 grain Jacketed Hollow Point. (If local statutes permit)

Recommended brands of ammunition

Federal
Speer
Winchester
Remington

15.2-3 Uniforms

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

- B. The Contractor's security guard force uniforms shall be a color and style in general use by large security guard or security organizations and shall be readily distinguishable from those of state, local, and FPS law enforcement personnel. All security guards performing under this Contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.
- C. Security guards are expected to comply with standards for wear and care of uniform items in accordance with the SGIM (Security Guard Information Manual).

15.2-4 Supplementary Equipment

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

16 Regulations, Handbooks, and Other Applicable Documents

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

each uniformed Contract employee a legible, securely bound copy of the SGIM upon beginning the basic training course.

17 Security Guard Certification /Security Requirements

17.1 General

- A. All personnel performing on this Contract must pass a suitability determination conducted by the Government. Contractor personnel will not be able to perform under this Contract until appropriate suitability determinations have been made. The Government will provide all necessary forms at the time of Contract award. The DHS Office of Security will accept only complete and legible security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 calendar days after Contract award.
- B. The Contractor should follow the procedures listed below to obtain an FPS certification card for each Contract employee:
1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements, including medical and drug testing (see Section 12 of the SOW).
 2. Submit the suitability package to the COTR and await the results of the adjudication. This process may take approximately one to three months if all forms are legible and complete. However, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.
 3. Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other Contractor-provided training requirements;² this does not include the FPS Written Exam.
 4. After the Contractor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the Contractor shall submit the following information to the COTR for an FPS certification card:
 - a. Certification. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth in Section C and that all pertinent documents are on file at the Contractor's facility. (See Exhibit 6).
 - b. Photographs. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and

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

- c. **Contract Guard Qualification Certificate.** The guard's name, and the name of the Contractor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
 - d. **Lautenberg Amendment Statement.** Armed guards must submit a signed and dated "Domestic Violence" certification that satisfies the legal requirements of the Lautenberg Amendment, 18 U.S.C. § 922(g)(8) and (9). This certification is valid for one (1) year. The Contractor shall maintain a file of its guards' certifications and provide the COTR a signed statement certifying compliance with this requirement. If at any time a guard has a disqualifying event under Lautenberg, the Contractor shall notify the COTR and immediately remove the guard from work under the contract that may require use of a firearm. The Contractor shall submit a new certification to the COTR stating that all its guards are in compliance with the Lautenberg Amendment annually.
- C. The certification card shall be worn on the outermost garment of the guard's uniform.
 - D. As determined by the COTR, The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but also a valid CPR/AED/First Aid card and a valid firearms permit.
 - E. The Contractor must return employees' certification card to FPS within five (5) workdays upon the termination of the guard's employment or the guard's removal from the contract. At the end of the contract period, the Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts. Possession of an FPS certification card does not waive any other contract requirement.
 - F. Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the Contract employee's certification status (i.e., suitability determination, medical examination, firearms re-qualification, CPR/AED/First Aid certification). (See Exhibit 6).
 - G. The CO shall have the express authority to demand return of the FPS Certification card for any Contract employee who does not maintain compliance with the Contract qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the Contract until such time as s/he comes into full compliance with all qualification/certification criteria.

17.2 Security Management

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

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

17.3 Suitability Determination / Entry on Duty Decision

- A. DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted access to a Government facility and or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the Contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Contract employees assigned to the Contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.
- B. Agencies that enter into contracts shall require, as condition of each contract, that the contractor agree to use an electronic employment eligibility verification system (e-Verify) designated by the Secretary of Homeland Security to verify the employment eligibility of: (i) all persons hired during the contract term by the contractor to perform employment duties within the United States; and (ii) all persons assigned by the contractor to perform work within the United States on the Federal contract.
- C. Contract employees awaiting an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if a Government employee escorts the contract employee. This limited access is to allow contractors to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

17.4 Suitability Adjudication

- A. After award of the Contract and prior to any Contract employees being permitted to work under the Contract, the Contractor is responsible for ensuring that the Contract employees receive formal suitability adjudication by FPS. All Contract employees shall receive formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel

and all other company officers that visit the work sites. Contractor suitability determinations are to be made in accordance with the criteria outlined in 5 CFR 731.202.

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

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

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

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

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

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

18 Security Clearance Requirements

18.1 Background Investigations

- A. In addition to meeting the FPS background suitability check described in the SOW, additional security clearances may be required by the Contract and task order(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency, as appropriate (refer to Exhibit 6C for further information as to whether this Contract will require such clearances). Where such clearances are required, employees shall be subject to a security investigation by the Government prior to being allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) during the term of the Contract. Employees may not work at the site until the

Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, or other agency.

- B. The Government shall notify the Contractor of the required security classification of this Contract and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.
- C. In all areas requiring a DOD, DOE, NRC, or other agency security clearance, the Contractor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at www.dss.mil or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and for NRC at www.nrc.gov. Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to be assigned to classified areas. (See Exhibit 6C, Security Clearance Requirements).
- D. A security clearance determination of whether an individual should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, Industrial Security Program. For contractors processed in accordance with DHS MD 11035, the investigative standard for access to Secret classified information will be a MBI. The minimum investigative standard for access to Top Secret classified information will be a SSBI. Each designated employee must complete all applicable forms.
- E. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract security guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- F. Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the Contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.

- a. Standard Form 85P, "Questionnaire for Public Trust Positions"
- b. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions"
- c. Lautenberg Amendment Statement (plus one copy)
- d. FD Form 258, "Fingerprint Card" (2 copies)
- e. Foreign National Relative or Associates Statements
- f. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- g. Contractor Information Worksheet
- h. "e-Verify Confirmation Notice.

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

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

18.2 Access To Classified Information (Contractor)

- A. The DHS has determined that the performance of this Contract requires that the Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) require(s) access to sensitive DHS information or classified National Security Information (herein known as classified

information). Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.

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

18.3 Continued Eligibility

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

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

19 Contractor's Personnel Filing System

- A. To minimize duplication of effort by the FPS and the Contractor, the Contractor shall maintain personnel files on-site for all employees who work under this Contract. Files shall be maintained at the Contractor Manager's office and will be made available to the COTR on a continuous basis. Each guard's file must contain the following information:
 - 1. Application for employment, including SF85P, FD 258, resume or detailed prior work history and references;
 - 2. Results of all criminal history checks obtained by the Contractor;
 - 3. Employment Eligibility Verification (e-Verify) Confirmation Notice.
 - 4. A copy of DHS 11000-6 *Non-Disclosure Agreement*,
 - 5. A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;
 - 6. Records of all basic and refresher training attendance and, where required, test scores;

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

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

20 Performance Evaluations

- A. The CO and/or COTR shall meet with the Contractor (either in person or via teleconference) on a regular basis, but not less than annually.

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

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

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PART 2, EXHIBIT 1

PRODUCTIVE REQUIREMENTS (GUARD II & SECURITY CLERK) INCLUDING POST HOURS AND LOCATION

EFFECTIVE DATES: _____ **LOCATION:** _____ **BLDG NO:** _____

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

TOTAL ANNUAL PRODUCTIVE HOURS: _____

PART 2, EXHIBIT 1 (CON'T)

SUPERVISORY REQUIREMENTS INCLUDING POST HOURS AND LOCATION

EFFECTIVE DATES: _____ **LOCATION:** _____ **BLDG NO:** _____

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

TOTAL ANNUAL SUPERVISORY HOURS: _____

OHIO POST LIST

Post #	Agency & Post Requirements	Location	Bldg #	Daily Hours	Weekly Requirements
	b2High, b7e	1240 E. 9th St. Cleveland, OH	b2High, b7e		
		1240 E. 9th St. Cleveland, OH			
		1240 E. 9th St. Cleveland, OH			
		1240 E. 9th St. Cleveland, OH			
		1240 E. 9th St. Cleveland, OH			
		1240 E. 9th St. Cleveland, OH			
		1240 E. 9th St. Cleveland, OH			
		1240 E. 9th St. Cleveland, OH			
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		1240 E. 9th St. Cleveland, OH			
		1240 E. 9th St. Cleveland, OH			
		1240 E. 9th St. Cleveland, OH			

OHIO POST LIST

Post #	Agency & Post Requirements	Location	Bldg #	Daily Hours	Weekly Requirements
		1240 E. 9th St. Cleveland, OH			
		1240 E. 9th St. Cleveland, OH			
		2519 Detroit Ave. Cleveland, OH			
		1950 E. 117th St. Cleveland, OH			
		18711 Miles Rd. Warrensville Hts., OH			
		14930 St. Clair Cleveland, OH			
		1315 Euclid Ave. Cleveland, OH			
		1315 Euclid Ave. Cleveland, OH			
		399 Broadway Lorain, OH			
		4815 State Rd. Ashtabula, OH			
		7123 Pearl St. Middleburg Hts., OH			
		433 N. Summit Toledo, OH			
		433 N. Summit Toledo, OH			
		433 N. Summit Toledo, OH			

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OHIO POST LIST

Post #	Agency & Post Requirements	Location	Bldg #	Daily Hours	Weekly Requirements
		1716 Spielbusch Toledo, OH			
		1716 Spielbusch Toledo, OH			
		5151 W. Monroe Toledo, OH			
		22820 Lakeshore Blvd. Euclid, OH			
		14650 Detroit Ave. Lakewood, OH			
		Kinneary Cthse Cleveland, OH			
		Kinneary Cthse Cleveland, OH			
		440 E. Poe Rd. Bowling Green, OH			
		205E. 2nd St. Defiance, OH			
		1720 E. Melrose Ave. Findlay, OH			
		225 E. State St. Fremont, OH			
		125 Ececutive Dr. Marion, OH			
		2419 E. High Ave. New Phliadelphia, OH			
		145 N. Chestnut St. Ravenna, OH			

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OHIO POST LIST

Post #	Agency & Post Requirements	Location	Bldg #	Daily Hours	Weekly Requirements
		200 Hancock St. Sandusky, OH			
		1985 Eagle Pass Wooster, OH			
		1501 Lakeside Cleveland, OH			
		1501 Lakeside Cleveland, OH			
		3355 Richmond Rd. Cleveland, OH			
		25089 Center Ridge Rd. Westlake, OH			
		2 S. Main St. Akron, OH			
		2 S. Main St. Akron, OH			
		2 S. Main St. Akron, OH			
		2 S. Main St. Akron, OH			
		1370 Market Ave N Canton, OH			
		354 Federal St. Youngstown, OH			
		101 Federal Plaza E Youngstown, OH			
		Warren Depot Cleveland, OH			

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OHIO POST LIST

Post #	Agency & Post Requirements	Location	Bldg #	Daily Hours	Weekly Requirements
		1343 E. Market St. Warren, OH			
		125 Market St. Youngstown, OH			
		125 Market St. Youngstown, OH			
		1655 Market St. Akron, OH			
		10 E. Commerce Youngstown, OH			
		10 E. Commerce Youngstown, OH			
		805 E. Washington St. Medina, OH			
		212 E. 5th St. East Liverpool, OH			
		500 Market St. Steubenville, OH			
		100 E. 5th St. Cincinnati, OH			
		100 E. 5th St. Cincinnati, OH			
		100 E. 5th St. Cincinnati, OH			
		550 Main St. Cincinnati, OH			

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OHIO POST LIST

Post #	Agency & Post Requirements	Location	Bldg #	Daily Hours	Weekly Requirements
		550 Main St. Cincinnati, OH			
		550 Main St. Cincinnati, OH			
		550 Main St. Cincinnati, OH			
		550 Main St. Cincinnati, OH			
		550 Main St. Cincinnati, OH			
		550 Main St. Cincinnati, OH			
		550 Main St. Cincinnati, OH			
		550 Main St. Cincinnati, OH			
		312 Elm Cincinnati, OH			
		15 E. Sunnybrook Dr. Cincinnati, OH			
		6751 Steger Dr. Cincinnati, OH			
		6751 Steger Dr. Cincinnati, OH			
		6553 Winford Ave. Hamilton, OH			
Post #	Agency & Post Requirements	Location	Bldg #	Daily Hours	Weekly Requirements

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OHIO POST LIST

b2High, b7e	405 S. Third St. Ironton, OH	b2High, b7e	
	3860 Towne Blvd. Franklin, OH		
	945 Fourth St. Porstmouth, OH		
	200 W. Second St. Dayton, OH		
	200 W. Second St. Dayton, OH		
	200 W. Second St. Dayton, OH		
	4375 Hoover Dayton, OH		
	1050 Hospital Dr. Batavia, OH		
	3150 Springboro Morain, OH		
	110 N. Main St., Suite #800 Dayton, OH		
	20216 W. Main St.		
	85 Marconi Blvd. Columbus, OH		
	85 Marconi Blvd. Columbus, OH		

OHIO POST LIST

Post #	Agency & Post Requirements	Location	Bid #	Daily Hours	Weekly Requirements
		85 Marconi Blvd. Columbus, OH			
		200 N. High St. Columbus, OH			
		200 N. High St. Columbus, OH			
		200 N. High St. Columbus, OH			
		200 N. High St. Columbus, OH			
		200 N. High St. Columbus, OH			
		200 N. High St. Columbus, OH			
		401 N. Front St., 4th Flr. Columbus, OH			
		1060 Georgesville Rd. Columbus, OH			
		401 W. North St. Lima, OH			
		3089 Maple Ave. Zanesville, OH			
		4177 E. Broad St. Columbus, OH			
		743 E. State St. Athens, OH			
		1635 River Valley Lancaster, OH			

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OHIO POST LIST

Post #	Agency & Post Requirements	Location	Bldg #	Daily Hours	Weekly Requirements
		380 N. Main St. Mansfield, OH			
		55 W. Jackson Painesville, OH			
		44 Stoneridge Dr. Chillicothe, OH			
		1225 Woodlawn Ave. Cambridge, OH			
		2455 State Route #160 Gallipolis, OH			
		1301 Greene St. Marietta, OH			
		1671 W. Main St. Newark, OH			
		215 Looney Rd. Piqua, OH			
		90 E. Wilson Bridge Rd. Worthington, OH			
		469 Dayton Ave. Xenia, OH			

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PART 2, EXHIBIT 1A

REQUIRED ADMINISTRATIVE FORMS

Form Number	Form Title
DHS 11000-6	Non-Disclosure Agreement
I-9	Employment Eligibility Verification (supplied by Contractor)
SF-85P	Questionnaire for Public Trust Positions
SF-85PS	Supplemental Questionnaire for Selected Positions
FD-258	Fingerprint Application Card (furnished following award)
GSA 3155	Offence/Incident Report
DHS 176	Statement of Personal History
SF-78	Certificate of Medical Examination (see Exhibit 6A)
DHS-139	Record of Time of Arrival and Departure from Building (Security Hours)
	Equipment Performance Test Report (furnished following award)
GSA-2580	Security Post Assignment Record

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)
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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)
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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)
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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:	Government/Department/Agency/Business Address	Telephone Number:
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I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:

WITNESS:

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:
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Signature:

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



U.S. Immigration
and Customs
Enforcement

Contractor Information Worksheet

Type Contractor <input type="checkbox"/> PBS <input type="checkbox"/> Non-PBS <input type="checkbox"/> FPS CG	Prefer <input type="checkbox"/> Online (e-QIP) <input type="checkbox"/> Hardcopy (SF-85P)	Priority (MBI / LBI / BI only) <input type="checkbox"/> Routine <input type="checkbox"/> Expedite (Extra Cost)
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1. Contract Employee Information

NAME: Last/Family	First/Given	Middle	Suffix
Social Security #	Date of Birth MMDYYYY	Place of Birth: City	State
E-mail Address		Phone # (Day)	Phone # (Cell)
Position (Job) Title	IT/System Admin Position? <input type="checkbox"/>	Prior Investigation? <input type="checkbox"/> Yes <input type="checkbox"/> 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
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4. Type of Investigation Requested for: HSPD-12 Credential

<input type="checkbox"/> Low Risk (NACI) SF-85P	<input type="checkbox"/> Moderate Risk - (LBI / MBI)	<input type="checkbox"/> HIGH Risk - (BI)
<input type="checkbox"/> National Security (BI / SSBI)	<input type="checkbox"/> Non-HSPD-12 Credential < 6 months	<input type="checkbox"/> Child Care Worker <input type="checkbox"/> Contract Guard

5. Requesting Official (Sponsor) Information

Sponsor's Name	Title	Is COR/COTR <input type="checkbox"/> Yes	Org Code/Symbol
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 Investigator:

OPM PIPS Inv Inv # Status Date of INV e-QIP Invitation # Date E-Mail Sent	<input type="checkbox"/> Release Form <input type="checkbox"/> CER <input type="checkbox"/> Med Release <input type="checkbox"/> GSA 3865 <input type="checkbox"/> FD 258 <input type="checkbox"/> CS Case <input type="checkbox"/> FD 258 RAP <input type="checkbox"/> Just	Date Forms Received <input type="checkbox"/> Reviewed <input type="checkbox"/> Scanned/TIF Date Sent to OPM	Suitability Decision Preliminary Date <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable Final Date <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable	Notify Preliminary Decision <input type="checkbox"/> eMail: hspd12.security@gsa.gov <input type="checkbox"/> eMail: COTR/ Requesting Official <input type="checkbox"/> eMail: Subject <input type="checkbox"/> eMail: Subject's Company POC Final Decision <input type="checkbox"/> eMail: hspd12.security@gsa.gov <input type="checkbox"/> eMail: COTR/ Requesting Official <input type="checkbox"/> eMail: Subject <input type="checkbox"/> eMail: Subject's Company POC
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Comments/Notes:

For Official Use Only/Privacy Act Information

Questionnaire for Public Trust Positions

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on Page 7 and the release on Page 8. *If you have any questions, call the office that gave you the form.*

Purpose of this Form

The U.S. Government conducts background investigations and reinvestigations to establish that applicants or incumbents either employed by the Government or working for the Government under contract, are suitable for the job and/or eligible for a public trust or sensitive position. Information from this form is used primarily as the basis for this investigation. Complete this form only after a conditional offer of employment has been made.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your placement or employment prospects.

Authority to Request this Information

The U.S. Government is authorized to ask for this information under Executive Orders 10450 and 10577, sections 3301 and 3302 of title 5, U.S. Code; and parts 5, 731, 732, and 736 of Title 5, Code of Federal Regulations.

Your Social Security number is needed to keep records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

The Investigative Process

Background investigations are conducted using your responses on this form and on your Declaration for Federal Employment (OF 306) to develop information to show whether you are reliable, trustworthy, of good conduct and character, and loyal to the United States. The information that you provide on this form is confirmed during the investigation. Your current employer must be contacted as part of the investigation, even if you have previously indicated on applications or other forms that you do not want this.

In addition to the questions on this form, inquiry also is made about a person's adherence to security requirements, honesty and integrity, vulnerability to exploitation or coercion, falsification, misrepresentation, and any other behavior, activities, or associations that tend to show the person is not reliable, trustworthy, or loyal.

Your Personal Interview

Some investigations will include an interview with you as a normal part of the investigative process. This provides you the opportunity to update, clarify, and explain information on your form more completely, which often helps to complete your investigation faster. It is important that the interview be conducted as soon as possible after you are contacted. Postponements will delay the processing of your investigation, and declining to be interviewed may result in your investigation being delayed or canceled.

You will be asked to bring identification with your picture on it, such as a valid State driver's license, to the interview. There are other documents you may be asked to bring to verify your identity as well.

These include documentation of any legal name change, Social Security card, and/or birth certificate.

You may also be asked to bring documents about information you provided on the form or other matters requiring specific attention. These matters include alien registration, delinquent loans or taxes, bankruptcy, judgments, liens, or other financial obligations, agreements involving child custody or support, alimony or property settlements, arrests, convictions, probation, and/or parole.

Instructions for Completing this Form

1. Follow the instructions given to you by the person who gave you the form and any other clarifying instructions furnished by that person to assist you in completion of the form. Find out how many copies of the form you are to turn in. You must sign and date, in black ink, the original and each copy you submit.
2. Type or legibly print your answers in black ink (if your form is not legible, it will not be accepted). You may also be asked to submit your form in an approved electronic format.
3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A"). If you find that you cannot report an exact date, approximate or estimate the date to the best of your ability and indicate this by marking "APPROX." or "EST."
4. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, agencies may modify the form consistent with your intent.
5. You must use the State codes (abbreviations) listed on the back of this page when you fill out this form. Do not abbreviate the names of cities or foreign countries.
6. The 5-digit postal ZIP codes are needed to speed the processing of your investigation. The office that provided the form will assist you in completing the ZIP codes.
7. All telephone numbers must include area codes.
8. All dates provided on this form must be in Month/Day/Year or Month/Year format. Use numbers (1-12) to indicate months. For example, June 10, 1978, should be shown as 6/10/78.
9. Whenever "City (Country)" is shown in an address block, also provide in that block the name of the country when the address is outside the United States.
10. If you need additional space to list your residences or employments/self-employments/unemployments or education, you should use a continuation sheet, SF 86A. If additional space is needed to answer other items, use a blank piece of paper. Each blank piece of paper you use must contain your name and Social Security Number at the top of the page.

Final Determination on Your Eligibility

Final determination on your eligibility for a public trust or sensitive position and your being granted a security clearance is the responsibility of the Office of Personnel Management or the Federal agency that requested your investigation. You may be provided the opportunity personally to explain, refute, or clarify any information before a final decision is made.

Penalties for Inaccurate or False Statements

The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$10,000, and/or 5 years imprisonment, or both. In addition, Federal agencies generally fire, do not grant a security clearance, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Because the position for which you are being considered is one of public trust or is sensitive, your trustworthiness is a very important consideration in deciding your suitability for placement or retention in the position.

Your prospects of placement are better if you answer all questions truthfully and completely. You will have adequate opportunity to explain any information you give us on the form and to make your comments part of the record.

Disclosure of Information

The information you give us is for the purpose of investigating you for a position; we will protect it from unauthorized disclosure. The collection, maintenance, and disclosure of background investigative information is governed by the Privacy Act. The agency which requested the investigation and the agency which conducted the investigation have published notices in the Federal Register describing the system of records in which your records will be maintained. You may obtain copies of the relevant notices from the person who gave you this form. The information on this form, and information we collect during an investigation may be disclosed without your consent as permitted by the Privacy Act (5 USC 552a(b)) and as follows:

PRIVACY ACT ROUTINE USES

- To the Department of Justice when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
- To a court or adjudicative body in a proceeding when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
- Except as noted in Question 21, when a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute, particular program statute, regulation, rule, or order issued pursuant thereto, the relevant records may be disclosed to the appropriate Federal, foreign, State, local, tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, or order.
- To any source or potential source from which information is requested in the course of an investigation concerning the hiring or retention of an employee or other personnel action, or the issuing or retention of a security clearance, contract, grant, license, or other benefit, to the extent necessary to identify the individual, inform the source of the nature and purpose of the investigation, and to identify the type of information requested.
- To a Federal, State, local, foreign, tribal, or other public authority the fact that this system of records contains information relevant to the retention of an employee, or the retention of a security clearance, contract, license, grant, or other benefit. The other agency or licensing organization may then make a request supported by written consent of the individual for the entire record if it so chooses. No disclosure will be made unless the information has been determined to be sufficiently reliable to support a referral to another office within the agency or to another Federal agency for criminal, civil, administrative, personnel, or regulatory action.
- To contractors, grantees, experts, consultants, or volunteers when necessary to perform a function or service related to this record for which they have been engaged. Such recipients shall be required to comply with the Privacy Act of 1974, as amended.
- To the news media or the general public, factual information the disclosure of which would be in the public interest and which would not constitute an unwarranted invasion of personal privacy.
- To a Federal, State, or local agency, or other appropriate entities or individuals, or through established liaison channels to selected foreign governments, in order to enable an intelligence agency to carry out its responsibilities under the National Security Act of 1947 as amended, the CIA Act of 1949 as amended, Executive Order 12333 or any successor order, applicable national security directives, or classified implementing procedures approved by the Attorney General and promulgated pursuant to such statutes, orders or directives.
- To a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.
- To the National Archives and Records Administration for records management inspections conducted under 44 USC 2904 and 2906.
- To the Office of Management and Budget when necessary to the review of private relief legislation.

STATE CODES (ABBREVIATIONS)

Alabama	AL	Hawaii	HI	Massachusetts	MA	New Mexico	NM	South Dakota	SD
Alaska	AK	Idaho	ID	Michigan	MI	New York	NY	Tennessee	TN
Arizona	AZ	Illinois	IL	Minnesota	MN	North Carolina	NC	Texas	TX
Arkansas	AR	Indiana	IN	Mississippi	MS	North Dakota	ND	Utah	UT
California	CA	Iowa	IA	Missouri	MO	Ohio	OH	Vermont	VT
Colorado	CO	Kansas	KS	Montana	MT	Oklahoma	OK	Virginia	VA
Connecticut	CT	Kentucky	KY	Nebraska	NE	Oregon	OR	Washington	WA
Delaware	DE	Louisiana	LA	Nevada	NV	Pennsylvania	PA	West Virginia	WV
Florida	FL	Maine	ME	New Hampshire	NH	Rhode Island	RI	Wisconsin	WI
Georgia	GA	Maryland	MD	New Jersey	NJ	South Carolina	SC	Wyoming	WY
American Samoa	AS	District of Columbia	DC	Guam	GU	Northern Marianas	CM	Puerto Rico	PR
Trust Territory	TT	Virgin Islands	VI						

PUBLIC BURDEN INFORMATION

Public burden reporting for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Room CHP-500, Washington, D.C. 20415. Do not send your completed form to this address.

**QUESTIONNAIRE FOR
 PUBLIC TRUST POSITIONS**

OPM USE ONLY Codes Case Number

Agency Use Only (Complete items A through P using instructions provided by USOPM)

A Type of Investigation	B Extra Coverage	C Sensitivity/Risk Level	D Compu/ADP	E Nature of Action Code	F Date of Action	Month	Day	Year
G Geographic Location	H Position Code	I Position Title	Other Address			ZIP Code		
J SON	K Location of Official Personnel Folder <input type="checkbox"/> None <input type="checkbox"/> NPRC <input type="checkbox"/> At SON	Other Address			ZIP Code			
L SOI	M Location of Security Folder <input type="checkbox"/> None <input type="checkbox"/> At SOI <input type="checkbox"/> NPI	Other Address			ZIP Code			
NOFAC-ALC Number	O Accounting Data and/or Agency Case Number							
P Requesting Official	Name and Title	Signature		Telephone Number	Date			

Persons completing this form should begin with the questions below.

1 FULL NAME • If you have only initials in your name, use them and state (IO). • If you have no middle name, enter "NMN".	- If you are a "Jr.," "Sr.," "II," etc., enter this in the box after your middle name.	2 DATE OF BIRTH				
Last Name	First Name	Middle Name	Jr., II, etc.	Month	Day	Year

3 PLACE OF BIRTH - Use the two letter code for the State. City _____ County _____ State _____ Country (if not in the United States) _____	4 SOCIAL SECURITY NUMBER
---	---------------------------------

5 OTHER NAMES USED

#1 Name _____	Month/Year _____	Month/Year _____	#3 Name _____	Month/Year _____	Month/Year _____
	To _____	To _____		To _____	To _____
#2 Name _____	Month/Year _____	Month/Year _____	#4 Name _____	Month/Year _____	Month/Year _____
	To _____	To _____		To _____	To _____

6 OTHER IDENTIFYING INFORMATION	Height (feet and inches) _____	Weight (pounds) _____	Hair Color _____	Eye Color _____	Sex (Mark one box) <input type="checkbox"/> Female <input type="checkbox"/> Male
7 TELEPHONE NUMBERS	Work (include Area Code and extension) Day _____ Night _____		Home (include Area Code) Day _____ Night _____		

8 CITIZENSHIP a Mark the box at the right that reflects your current citizenship status, and follow its instructions. <input type="checkbox"/> I am a U.S. citizen or national by birth in the U.S. or U.S. territory/possession. Answer items b and d. <input type="checkbox"/> I am a U.S. citizen, but I was NOT born in the U.S. Answer items b, c and d. <input type="checkbox"/> I am not a U.S. citizen. Answer items b and e.	b Your Mother's Maiden Name _____
--	--

9 UNITED STATES CITIZENSHIP If you are a U.S. Citizen, but were not born in the U.S., provide information about one or more of the following proofs of your citizenship.

Naturalization Certificate (Where were you naturalized?)

Court _____	City _____	State _____	Certificate Number _____	Month/Day/Year Issued _____
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Citizenship Certificate (Where was the certificate issued?)

City _____	State _____	Certificate Number _____	Month/Day/Year Issued _____
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State Department Form 240 - Report of Birth Abroad of a Citizen of the United States

Give the date the form was prepared and give an explanation if needed.	Month/Day/Year _____	Explanation _____
--	----------------------	-------------------

U.S. Passport

This may be either a current or previous U.S. Passport	Passport Number _____	Month/Day/Year Issued _____
--	-----------------------	-----------------------------

d DUAL CITIZENSHIP If you are (or were) a dual citizen of the United States and another country, provide the name of that country in the space to the right.

Country _____

e ALIEN If you are an alien, provide the following information:

Place You Entered the United States:	City _____	State _____	Date You Entered U.S. Month _____ Day _____ Year _____	Alien Registration Number _____	Country(ies) of Citizenship _____
--------------------------------------	------------	-------------	---	---------------------------------	-----------------------------------

9 WHERE YOU HAVE LIVED

List the places where you have lived, beginning with the most recent (#1) and working back 7 years. All periods must be accounted for in your list. Be sure to indicate the actual physical location of your residence: do not use a post office box as an address, do not list a permanent address when you were actually living at a school address, etc. Be sure to specify your location as closely as possible: for example, do not list only your base or ship, list your barracks number or home port. You may omit temporary military duty locations under 90 days (list your permanent address instead), and you should use your APO/FPO address if you lived overseas.

For any address in the last 5 years, list a person who knew you at that address, and who preferably still lives in that area (do not list people for residences completely outside this 5-year period, and do not list your spouse, former spouses, or other relatives). Also for addresses in the last 5 years, if the address is "General Delivery," a Rural or Star Route, or may be difficult to locate, provide directions for locating the residence on an attached continuation sheet.

#1	Month/Year To	Month/Year Present	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knows You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ()	
#2	Month/Year To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ()	
#3	Month/Year To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ()	
#4	Month/Year To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ()	
#5	Month/Year To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ()	

10 WHERE YOU WENT TO SCHOOL

List the schools you have attended, beyond Junior High School, beginning with the most recent (#1) and working back 7 years. List all College or University degrees and the dates they were received. If all of your education occurred more than 7 years ago, list your most recent education beyond high school, no matter when that education occurred.

Use one of the following codes in the "Code" block:

1 - High School

2 - College/University/Military College

3 - Vocational/Technical/Trade School

For schools you attended in the past 3 years, list a person who knew you at school (an instructor, student, etc.). Do not list people for education completely outside this 3-year period.

For correspondence schools and extension classes, provide the address where the records are maintained.

#1	Month/Year To	Month/Year	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School						State ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ()
#2	Month/Year To	Month/Year	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School						State ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ()
#3	Month/Year To	Month/Year	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School						State ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ()

Enter your Social Security Number before going to the next page →

11 YOUR EMPLOYMENT ACTIVITIES

List your employment activities, beginning with the present (#1) and working back 7 years. You should list all full-time work, part-time work, military service, temporary military duty locations over 90 days, self-employment, other paid work, and all periods of unemployment. The entire 7-year period must be accounted for without breaks, but you need not list employments before your 16th birthday.

● **Code.** Use one of the codes listed below to identify the type of employment:

- | | | | |
|-----------------------------------|---|--|-----------|
| 1 - Active military duty stations | 5 - State Government (Non-Federal employment) | 7 - Unemployment (Include name of person who can verify) | 9 - Other |
| 2 - National Guard/Reserve | 6 - Self-employment (include business and/or name of person who can verify) | 8 - Federal Contractor (List Contractor, not Federal agency) | |
| 3 - U.S.P.H.S. Commissioned Corps | | | |
| 4 - Other Federal employment | | | |

● **Employer/Verifier Name.** List the business name of your employer or the name of the person who can verify your self-employment or unemployment in this block. If military service is being listed, include your duty location or home port here as well as your branch of service. You should provide separate listings to reflect changes in your military duty locations or home ports.

● **Previous Periods of Activity.** Complete these lines if you worked for an employer on more than one occasion at the same location. After entering the most recent period of employment in the initial numbered block, provide previous periods of employment at the same location on the additional lines provided. For example, if you worked at XY Plumbing in Denver, CO, during 3 separate periods of time, you would enter dates and information concerning the most recent period of employment first, and provide dates, position titles, and supervisors for the two previous periods of employment on the lines below that information.

#1	Month/Year To	Month/Year Present	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #1)	Month/Year	Month/Year		Position Title	Supervisor		
	To						
	Month/Year	Month/Year		Position Title	Supervisor		
	To						
PREVIOUS PERIODS OF ACTIVITY (Block #2)	Month/Year	Month/Year		Position Title	Supervisor		
	To						
	Month/Year	Month/Year		Position Title	Supervisor		
	To						
#2	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location		Your Position Title/Military Rank	
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #2)	Month/Year	Month/Year		Position Title	Supervisor		
	To						
	Month/Year	Month/Year		Position Title	Supervisor		
	To						
#3	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location		Your Position Title/Military Rank	
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #3)	Month/Year	Month/Year		Position Title	Supervisor		
	To						
	Month/Year	Month/Year		Position Title	Supervisor		
	To						

Enter your Social Security Number before going to the next page →

YOUR EMPLOYMENT ACTIVITIES (CONTINUED)

#4	Month/Year	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank			
	To							
	Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
	Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()	
PREVIOUS PERIODS OF ACTIVITY (Block #4)	Month/Year	Month/Year	Position Title		Supervisor			
	To							
	Month/Year	Month/Year	Position Title		Supervisor			
		To						
Month/Year	Month/Year	Position Title		Supervisor				
		To						

#5	Month/Year	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank			
	To							
	Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
	Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()	

PREVIOUS PERIODS OF ACTIVITY (Block #5)	Month/Year	Month/Year	Position Title		Supervisor		
	To						
	Month/Year	Month/Year	Position Title		Supervisor		
		To					
Month/Year	Month/Year	Position Title		Supervisor			
		To					

#6	Month/Year	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank			
	To							
	Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
	Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()	

PREVIOUS PERIODS OF ACTIVITY (Block #6)	Month/Year	Month/Year	Position Title		Supervisor		
	To						
	Month/Year	Month/Year	Position Title		Supervisor		
		To					
Month/Year	Month/Year	Position Title		Supervisor			
		To					

12 YOUR EMPLOYMENT RECORD

Has any of the following happened to you in the last 7 years? If "Yes," begin with the most recent occurrence and go backward, providing date fired, quit, or left, and other information requested.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

Use the following codes and explain the reason your employment was ended:

- 1 - Fired from a job
- 2 - Quit a job after being told you'd be fired
- 3 - Left a job by mutual agreement following allegations of misconduct
- 4 - Left a job by mutual agreement following allegations of unsatisfactory performance
- 5 - Left a job for other reasons under unfavorable circumstances

Month/Year	Code	Specify Reason	Employer's Name and Address (Include city/Country if outside U.S.)	State	ZIP Code

Enter your Social Security Number before going to the next page →

13 PEOPLE WHO KNOW YOU WELL

List three people who know you well and live in the United States. They should be good friends, peers, colleagues, college roommates, etc., whose combined association with you covers as well as possible the last 7 years. Do not list your spouse, former spouses, or other relatives, and try not to list anyone who is listed elsewhere on this form.

Name #1	Dates Known Month/Year To Month/Year	Telephone Number Day () Night ()
Home or Work Address		City (Country) State ZIP Code
Name #2	Dates Known Month/Year To Month/Year	Telephone Number Day () Night ()
Home or Work Address		City (Country) State ZIP Code
Name #3	Dates Known Month/Year To Month/Year	Telephone Number Day () Night ()
Home or Work Address		City (Country) State ZIP Code

14 YOUR MARITAL STATUS

Mark one of the following boxes to show your current marital status:

1 - Never married (go to question 15)
 3 - Separated
 5 - Divorced
 2 - Married
 4 - Legally Separated
 6 - Widowed

Current Spouse Complete the following about your current spouse.

Full Name	Date of Birth (Mo./Day/Yr.)	Place of Birth (Include country if outside the U.S.)	Social Security Number
Other Names Used (Specify maiden name, names by other marriages, etc., and show dates used for each name)			
Country of Citizenship	Date Married (Mo./Day/Yr.)	Place Married (Include country if outside the U.S.)	State
If Separated, Date of Separation (Mo./Day/Yr.)	If Legally Separated, Where is the Record Located? City (Country)		State
Address of Current Spouse (Street, city, and country if outside the U.S.)			State ZIP Code

15 YOUR RELATIVES

Give the full name, correct code, and other requested information for each of your relatives, living or dead, specified below.

- 1 - Mother (first) 3 - Stepmother 5 - Foster Parent 7 - Stepchild
 2 - Father (second) 4 - Stepfather 6 - Child (adopted also)

Full Name (If deceased, check box on the left before entering name)	Code	Date of Birth Month/Day/Year	Country of Birth	Country(ies) of Citizenship	Current Street Address and City (country) of Living Relatives	State
<input type="checkbox"/>	1					
<input type="checkbox"/>	2					
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
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<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

Enter your Social Security Number before going to the next page →

16 YOUR MILITARY HISTORY

a Have you served in the United States military?	Yes	No
b Have you served in the United States Merchant Marine?		

List all of your military service below, including service in Reserve, National Guard, and U.S. Merchant Marine. Start with the most recent period of service (#1) and work backward. If you had a break in service, each separate period should be listed.

*Code. Use one of the codes listed below to identify your branch of service:

- 1 - Air Force 2 - Army 3 - Navy 4 - Marine Corps 5 - Coast Guard 6 - Merchant Marine 7 - National Guard

*O/E. Mark "O" block for Officer or "E" block for Enlisted.

*Status. "X" the appropriate block for the status of your service during the time that you served. If your service was in the National Guard, do not use an "X": use the two-letter code for the state to mark the block.

*Country. If your service was with other than the U.S. Armed Forces, identify the country for which you served.

Month/Year	Month/Year	Code	Service/Certificate No.	Status					Country
				O	E	Active	Active Reserve	Inactive Reserve	
To									
To									

17 YOUR SELECTIVE SERVICE RECORD

a Are you a male born after December 31, 1959? If "No," go to 18. If "Yes," go to b.	Yes	No
b Have you registered with the Selective Service System? If "Yes," provide your registration number. If "No," show the reason for your legal exemption below.		

Registration Number _____ Legal Exemption Explanation _____

18 YOUR INVESTIGATIONS RECORD

a Has the United States Government ever investigated your background and/or granted you a security clearance? If "Yes," use the codes that follow to provide the requested information below. If "Yes," but you can't recall the investigating agency and/or the security clearance received, enter "Other" agency code or clearance code, as appropriate, and "Don't know" or "Don't recall" under the "Other Agency" heading, below. If your response is "No," or you don't know or can't recall if you were investigated and cleared, check the "No" box.	Yes	No
---	-----	----

Codes for Investigating Agency				Codes for Security Clearance Received			
1 - Defense Department	4 - FBI	0 - Not Required	3 - Top Secret	6 - L			
2 - State Department	5 - Treasury Department	1 - Confidential	4 - Sensitive Compartmented Information	7 - Other			
3 - Office of Personnel Management	6 - Other (Specify)	2 - Secret	5 - Q				
Month/Year	Agency Code	Other Agency	Clearance Code	Month/Year	Agency Code	Other Agency	Clearance Code

b To your knowledge, have you ever had a clearance or access authorization denied, suspended, or revoked, or have you ever been debarred from government employment? If "Yes," give date of action and agency. Note: An administrative downgrade or termination of a security clearance is not a revocation.	Yes	No
---	-----	----

Month/Year	Department or Agency Taking Action	Month/Year	Department or Agency Taking Action

19 FOREIGN COUNTRIES YOU HAVE VISITED

List foreign countries you have visited, except on travel under official Government orders, beginning with the most current (#1) and working back 7 years. (Travel as a dependent or contractor must be listed.)

*Use one of these codes to indicate the purpose of your visit: 1 - Business 2 - Pleasure 3 - Education 4 - Other

*Include short trips to Canada or Mexico. If you have lived near a border and have made short (one day or less) trips to the neighboring country, you do not need to list each trip. Instead, provide the time period, the code, the country, and a note ("Many Short Trips").

*Do not repeat travel covered in items 9, 10, or 11.

Month/Year	Month/Year	Code	Country	Month/Year	Month/Year	Code	Country
#1	To			#5	To		
#2	To			#6	To		
#3	To			#7	To		
#4	To			#8	To		

Enter your Social Security Number before going to the next page →

20 YOUR POLICE RECORD (Do not include anything that happened before your 16th birthday.)

In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s)? (Leave out traffic fines of less than \$150.)

If you answered "Yes," explain your answer(s) in the space provided.

Month/Year	Offense	Action Taken	Law Enforcement Authority or Court (City and county/country if outside the U.S.)	State	ZIP Code

21 ILLEGAL DRUGS

The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent criminal proceeding.

a In the last year, have you illegally used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs?

b In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis, for your own intended profit or that of another?

If you answered "Yes" to "a" above, provide information relating to the types of substance(s), the nature of the activity, and any other details relating to your involvement with illegal drugs. Include any treatment or counseling received.

Month/Year	Month/Year	Controlled Substance/Prescription Drug Used	Number of Times Used
To	To		
To	To		

22 YOUR FINANCIAL RECORD

a In the last 7 years, have you, or a company over which you exercised some control, filed for bankruptcy, been declared bankrupt, been subject to a tax lien, or had legal judgment rendered against you for a debt? If you answered "Yes," provide date of initial action and other information requested below.

Month/Year	Type of Action	Name Action Occurred Under	Name/Address of Court or Agency Handling Case	State	ZIP Code

b Are you now over 180 days delinquent on any loan or financial obligation? Include loans or obligations funded or guaranteed by the Federal Government.

If you answered "Yes," provide the information requested below:

Month/Year	Type of Loan or Obligation and Account #	Name/Address of Creditor or Oblige	State	ZIP Code

After completing this form and any attachments, you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and sign and date the release on Page 8.

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

Signature (Sign in ink) _____ Date _____

Enter your Social Security Number before going to the next page →

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

I Authorize any investigator, special agent, or other duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, credit bureaus, consumer reporting agencies, collection agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, criminal history record information, and financial and credit information. I authorize the Federal agency conducting my investigation to disclose the record of my background investigation to the requesting agency for the purpose of making a determination of suitability or eligibility for a security clearance.

I Understand that, for financial or lending institutions, medical institutions, hospitals, health care professionals, and other sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date. Where a separate release is requested for information relating to mental health treatment or counseling, the release will contain a list of the specific questions, relevant to the job description, which the doctor or therapist will be asked.

I Further Authorize any investigator, special agent, or other duly accredited representative of the U.S. Office of Personnel Management, the Federal Bureau of Investigation, the Department of Defense, the Defense Investigative Service, and any other authorized Federal agency, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for assignment to, or retention in a sensitive National Security position, in accordance with 5 U.S.C. 9101. I understand that I may request a copy of such records as may be available to me under the law.

I Authorize custodians of records and other sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of any Federal agency authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the Federal Government only for the purposes provided in this Standard Form 85P, and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Federal Government, whichever is sooner.

Signature (<i>Sign in ink</i>)	Full Name (<i>Type or Print Legibly</i>)	Date Signed
Other Names Used		Social Security Number
Current Address (<i>Street, City</i>)	State	ZIP Code
Home Telephone Number (<i>Include Area Code</i>) ()		

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Carefully read this authorization to release information about you, then sign and date it in black ink.

Instructions for Completing this Release

This is a release for the investigator to ask your health practitioner(s) the three questions below concerning your mental health consultations. Your signature will allow the practitioner(s) to answer only these questions.

I am seeking assignment to or retention in a position of public trust with the Federal Government as a(n)

(Investigator instructed to write in position title.)

As part of the investigative process, I hereby authorize the investigator, special agent, or duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain the following information relating to my mental health consultations:

Does the person under investigation have a condition or treatment that could impair his/her judgment or reliability?

If so, please describe the nature of the condition and the extent and duration of the impairment or treatment.

What is the prognosis?

I understand that the information released pursuant to this release is for use by the Federal Government only for purposes provided in the Standard Form 85P and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for 1 year from the date signed or upon termination of my affiliation with the Federal Government, whichever is sooner.

Signature (<i>Sign in ink</i>)	Full Name (<i>Type or Print Legibly</i>)		Date Signed
Other Names Used			Social Security Number
Current Address (<i>Street, City</i>)	State	ZIP Code	Home Telephone Number (<i>Include Area Code</i>) ()

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT



PRIVACY ACT NOTICE FOR FINANCIAL DISCLOSURE REPORT

This information is provided pursuant to Public Law 93-579 (Privacy Act)

AUTHORITY: Executive Order Number 10450
Title 5, United States Code, 301 and 3101
5 Code of Federal Regulations, Part 731 and 736

PURPOSES AND USES:

This information will be used to determine suitability for employment in a sensitive position. It is also used to determine if there is any indication that a subject's financial situation may result in a conflict with subject's duties in the U.S. Immigrations and Customs Enforcement. The financial statement is closely safeguarded in a sealed envelope at all times to insure that it is not viewed by unauthorized personnel. However, when necessary this information may be furnished to authorized persons for purposes of determining suitability, granting issuance of a security clearance and in a criminal investigation.

EFFECTS OF NONDISCLOSURE:

Disclosure of the information requested is voluntary. However, in the case of an applicant for a sensitive position, refusal to comply will mean that the full field investigation necessary for occupancy of that position cannot be completed, and the applicant will be dropped from consideration for employment in that position. In the case of an employee who is occupying a sensitive position pending completion of the full field investigation, refusal to comply will mean that the investigation cannot be completed and the employee will be reassigned to a nonsensitive position.

INSTRUCTIONS

The information contained in the attached financial disclosure report is confidential. Please read the following instructions carefully before preparing the statement.

- 1 Please print plainly or type all answers. Leave no blank space. If the answer is "No" or "None" so indicate in the space provided.
- 2 Use additional sheets where necessary. Place your name and address at the top of each additional sheet. Identify the related question by number. All additional sheets should be securely attached to the disclosure report.
- 3 For the purpose of this statement, wherever the term "immediate family" is used, it means spouse, dependant children or other persons who may be claimed by you or your spouse as a dependant on your tax returns.
- 4 An applicant/employee should provide information in Sections 1, 2, 3, and 4 for him or herself and for any family member whose assets are within the applicant/employee's control or access.
- 5 In section 1, line H, list the total value of your other assets if that total exceeds \$25,000. In valuing your assets, include only individual assets valued in excess of \$25,000. If the asset is part of a group (books, stamps, etc.), include the value of the entire collection, if it exceeds \$2,500.
- 6 Liabilities reflected in Section 2 can be approximate dollar amount owed. Account numbers are not required to be reflected, however, each account/creditor is to be identified by name.
- 7 Upon completion, the financial disclosure report should be placed in a envelope, sealed and returned to the same official who gave you the package which included the blank form. A copy should be retained for your records.

SECTION 3 – ANNUAL INCOME

DESCRIPTION	VALUE
A. Annual Income (include salaries and wages for yourself, your spouse, dependant children and other persons claimed by you and your spouse as a dependant):.....	
B. Other income: inheritance(s); gifts: (Provide description of inheritance(s) and/or gifts, if any, in Section 5 below):.....	
C. TOTAL ANNUAL INCOME (Add lines A and B):.....	

SECTION 4 – SELECTED MONTHLY EXPENSES

DESCRIPTION	VALUE
A. Monthly Mortgage Payment(s):.....	
B. Other Monthly Loan Payments:.....	
C. Rent Paid:.....	
D. Vehicle Leases:.....	
E. Child Support/Alimony:.....	
F. TOTAL SELECTED MONTHLY EXPENSES (Add lines A through E):.....	

SECTION 5 – DESCRIPTION OF INHERITANCE(S)/GIFTS

Describe inheritance(s) and gifts in excess of \$5,000 received by you or any other member of your immediate family (spouse, children, or other person(s) dependant on you or your spouse, for support). State approximate fair market value, when, how and from whom acquired. Inheritances/gifts are to be reported if obtained/received within the last seven (7) years.

SECTION 6 – ADDITIONAL COMMENTS

SECTION 7 – CERTIFICATION

CERTIFICATION BY PERSON COMPLETING FORM: I certify that the entries made by me are true, complete, and accurate to the best of my knowledge and belief and are made in good faith. I understand that knowing and willful false statement on this form can be punished by fine or imprisonment or both (See U.S. Code, Title 18, Section 1001.)

SIGNATURE

X

DATE SIGNED (MMDDYY)

Supplemental Questionnaire for Selected Positions

INSTRUCTIONS

This form is supplemental to SF 85P, Questionnaire for Public Trust Positions, but is used only after an offer of employment has been made and when the information it requests is job-related and justified by business necessity. Other than this restriction to its use, this form has the same purposes and authorities described on SF 85P. The agency which gave you this form will tell you which questions to answer.

Instructions for completing this form are the same as SF 85P: you must type or legibly print your answers in black ink, use State codes, etc. Be sure to sign and date the certification statement at the bottom of this page.

PUBLIC BURDEN INFORMATION: Public burden reporting for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Room CHP-500, Washington DC 20415. Do not send your completed form to this address.

IDENTIFICATION INFORMATION

1 FULL NAME Enter your name exactly as it appears on your SF 85P, Questionnaire for Public Trust Positions.				2 SOCIAL SECURITY NUMBER	
Last Name	First Name	Middle Name	Jr., II, etc.		

SUPPLEMENTAL QUESTIONS

3 YOUR USE OF ILLEGAL DRUGS AND DRUG ACTIVITY The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful response nor information derived from your response will be used as evidence against you in any subsequent criminal proceeding. a Since the age of 16 or in the last 7 years, whichever is shorter, have you <u>illegally</u> used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs? b Have you <u>ever</u> illegally used a controlled substance while employed as a law enforcement officer, prosecutor, or courtroom official; while possessing a security clearance; or while in a position directly and immediately affecting the public safety?	Yes	No

If you answered "Yes" to any question above, provide the date(s), identify the controlled substance(s) and/or prescription drugs used, and the number of times each was used.

Month/Year	Month/Year	Controlled Substance/Prescription Drug Used	Number of Times Used
To			
To			

4 YOUR USE OF ALCOHOL In the last 7 years, has your use of alcoholic beverages (such as liquor, beer, wine) resulted in any alcohol-related treatment or counseling (such as for alcohol abuse or alcoholism)? If you answered "Yes," provide the dates of treatment and the name and address of the counselor below. Do not repeat information reported in	Yes	No

Month/Year	Month/Year	Name/Address of Counselor or Doctor	State	ZIP Code
To				
To				

5 YOUR MEDICAL RECORD In the last 7 years, have you consulted with a mental health professional (psychiatrist, psychologist, counselor, etc.) or have you consulted with another health care provider about a mental health related condition? You do not have to answer "Yes" if you were only involved in marital, grief, or family counseling not related to violence by you. If you answered "Yes," provide the dates of treatment and the name and address of the therapist or doctor below.	Yes	No

Month/Year	Month/Year	Name/Address of Therapist or Doctor	State	ZIP Code
To				
To				

CERTIFICATION

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

Signature (Sign in ink)	Date
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U.S. Department of Homeland Security
Immigration and Customs Enforcement
Administrative Center Laguna
Office of Security

*24000 Avila Road
P.O. Box 30080
Laguna Niguel, CA 92607-0080*

FOREIGN NATIONAL RELATIVES OR ASSOCIATES STATEMENT:

Please describe the nature, frequency, and degree of your contact with the foreign national relatives/associates you listed on your standard security questionnaire. (Attach a separate sheet with your name and social security number if you need additional space).

Name of Relative

Nature, Frequency and Degree of Contact

Certification:

I hereby certify that I will notify the Department of Homeland Security's Director of Security if, for any reason, my relatives or associates are used in an effort to coerce, influence, or pressure me to act in a manner contrary to the interests of the national security.

Signature

Date

Print Name

**DISCLOSURE AND AUTHORIZATION
PERTAINING TO CONSUMER REPORTS
PURSUANT TO THE FAIR CREDIT REPORTING ACT**

This is a release for the U.S. Department of Homeland Security to obtain one or more consumer/credit reports about you in connection with your application for employment or in the course of your employment with the Department. One or more reports about you may be obtained for employment purposes, including evaluating your fitness for employment, promotion, reassignment, retention, or access to classified information and/or sensitive, but unclassified information.

I, _____, hereby authorize the U.S. Department of Homeland Security to obtain such report(s) from any consumer/credit reporting agency for employment purposes. Copies of this authorization that show my signature are as valid as the original signed by me.

Signature

Date

Social Security Number

Current Organization Assigned

The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to conduct and/or obtain a credit report on you. Although the disclosure of your SSN is not mandatory, your failure to do so may impede the acquisition of a credit report concerning you and possibly result in the denial of your being approved for access to classified and/or sensitive, but unclassified information.



U.S. Immigration and Customs Enforcement

Name: _____
SSN#: _____
Contract Company: _____

Security/Suitability Questionnaire Regarding Drug/Controlled Substance Involvement

DEPARTMENT OF HOMELAND SECURITY DRUG POLICY - The illegal use, sale, possession, transfer, or manufacture of any controlled substance/illegal drug by an employee of the Department of Homeland Security and its components will not be condoned.

WARNING - A false answer to any of the written questions below may be grounds for terminating your employment in a sensitive position with the Department of Homeland Security, and may be punishable by fine or imprisonment. All of the information you give will be considered in reviewing your case and is subject to further investigation. (18 U.S. Code, Section 1001.)

Please provide your responses to the following questions concerning drug usage. Then complete the certification. You should provide sufficient detail to explain your particular situation, while directly addressing each area of concern. You may use additional sheets if necessary. Should you voluntarily decline to provide answers, complete the declination at the end of this form.

1. Are you now using/abusing and/or have you ever used/abused any controlled substances or illegal drugs? YES ____ NO ____ If yes, please answer the following:

a. Provide information concerning the date and circumstances when you first used/abused illegal drugs or controlled substances.

b. Specify any and all illegal drugs/controlled substances you have ever used/abused.

c. Specify the frequency you used/abused the illegal drugs/controlled substances listed above?

d. When was the last time you used/abused each of the illegal drugs/controlled substances listed above?

e. Have you ever sought professional or non-professional treatment for drug/controlled substance use/abuse?
YES _____. NO _____. If yes, specify dates, treatment facility or facilities, program(s) attended, medication(s) prescribed, and the name(s) and address(s) of care provider(s).

2. Have you ever been involved in the sale and/or possession of any illegal drugs or controlled substances?
YES _____. NO _____. If yes, provide details.

3. Have you ever been arrested or, charged with, indicted for, or convicted of drug/controlled substance related offenses?
YES _____. NO _____. If yes, please provide details.

4. Please provide any additional information/comments you may have concerning this matter.

CERTIFICATION - I hereby certify that all of the statements made on these pages are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I certify that I have read and understand the above stated Department of Homeland Security policy regarding drug related activity.

SIGNATURE

DATE

DECLINATION - I hereby decline the right to answer the above questions. I understand that by doing so, the Department of Homeland Security will make a determination of my eligibility for employment, continued employment, or security determination based on the investigative information available.

SIGNATURE

DATE

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 throughout 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 O10FDK 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.
15. **JURISDICTION.** Enter an X in the appropriate box.
16. **NO. OF DEMONSTRATORS.** Enter the estimated number of demonstrators.
17. **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.
 - 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., Resmington).
- 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.
21. **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.
22. **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.
24. **ATTACHMENTS.** Enter an X in the appropriate boxes, or specify in block marked "Other Attachments" (such as traffic accident forms).
25. **SUSPECT'S STATUS.** Enter an X in the appropriate box.
26. **DISPOSITION OF SUSPECT.** Enter an X in the appropriate box. Enter number of any citation issued to suspect.
27. **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).

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.

30. **CASE REFERRED TO.** Enter an X in the appropriate box(es). (The approving official is responsible for completing this block.)

31. **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 followup 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 followup 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.

PART 2, EXHIBIT 1B

Lautenburg Statement

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

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

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

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

YES _____ NO _____

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

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

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

Signature: _____ Date Signed: _____

Name: _____
(Print your complete legal name)

LAUTENBERG FACT SHEET

On September 30, 1996, Title 18, United States Code, Section 922 (g)(9), was signed into law. This legislation makes it illegal for anyone who has been convicted of a misdemeanor crime of domestic violence to possess, receive, ship or transport any firearm or ammunition.

This law applies without exception to any person who has ever been convicted of a misdemeanor crime of domestic violence within the meaning of the statute. The inability of an individual to lawfully possess a firearm disqualifies that person from any position authorizing firearm privileges.

The position for which you have applied authorizes firearm privileges. Therefore, in order to determine your qualifications for this position, you must complete a certification form. Please carefully review the statute and all of the following information before responding to the inquiry.

QUALIFICATION INQUIRY

You must complete the Lautenberg Certification form and return it to Human Resources Management within 10 calendar days from the date of this letter. In completing this form, you are advised that:

- The purpose is to obtain information regarding your qualification to possess or receive firearms or ammunition.
- You must complete and return the form in a timely manner to receive consideration for the position to which you are applying. If you fail to complete and/or return the form in a timely manner you will automatically be deemed not qualified.

THE LAW

The Lautenberg Amendment to Title 18, U.S.C., Section 922 (g) provides:

(g) It shall be unlawful for any person --

(9) who has been convicted in any court of a misdemeanor crime of domestic violence, to ship or transport in interstate or foreign commerce, or possess in or affecting commerce, any firearm or ammunition; or to receive any firearm or ammunition which has been shipped or transported in interstate or foreign commerce.

As defined in 18 U.S.C. Section 921 (a)(33), a “misdemeanor crime of domestic violence” means an offense that:

- (i) is a misdemeanor under Federal or State law; and
- (ii) has, as an element, the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by a current or former spouse, parent, or guardian of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, parent, or guardian or by a person similarly situated to a spouse, parent, or guardian of the victim.

Section 921(a)(33) further provides:

(B)(i) A person shall not be considered to have been convicted of such an offense for purpose of this chapter, unless—

- (I) the person was represented by counsel in the case, or knowingly and intelligently waived the right to counsel in the case; and
- (II) in the case of a prosecution for an offense described in this paragraph for which a person was entitled to a jury trial in the jurisdiction in which the case was tried either
 - (aa) the case was tried by a jury, or
 - (bb) the person knowingly and intelligently waived the right to have the case tried by a jury, by guilty plea or otherwise.

(B)(ii) A person shall not be considered to have been convicted of such an offense for purposes of this chapter if the conviction has been expunged or set aside, or is an offense for which the person has been pardoned or has had civil rights restored (if the law of the applicable jurisdiction provides for the loss of civil rights under such an offense) unless the pardon, expungement or restoration of civil rights expressly provides that the person may not ship, transport, possess, or receive firearms.

Statement for Positions Authorizing the Carriage of a Firearm

This position authorized the incumbent to carry a firearm. Any person who has been convicted of a misdemeanor crime of domestic violence cannot lawfully possess a firearm or ammunition [Title 18, U.S.C., Section 922(g)(9)]. A "misdemeanor crime of domestic violence" is generally defined under the statute as any offense involving the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by the victim's current or former domestic partner, parent, or guardian. The term "convicted", as defined in the statute, excludes any person whose conviction has been expunged, set aside, or pardoned or any person whose civil rights have been restored unless the pardon, expungement or restoration of civil rights expressly prohibits the possession of firearms or ammunition. Candidates who have been convicted of a misdemeanor crime of domestic violence within the meaning of the referenced statute are not qualified for this position. Candidates under consideration will be required to certify whether they have ever been convicted of such an offense. False or fraudulent information provided by candidates is criminally punishable by fine or imprisonment [Title 18, U.S.C., Section 1001].

PART 2, EXHIBIT 2A

**CONTRACTOR FURNISHED COMMUNICATION EQUIPMENT
REQUIREMENTS**

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 and described associated equipment.

Type of Equipment	QTY

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

4. Normal, Emergency and Continuous Communications: All two-way portable radio units must have the capability of transmitting and receiving clear and concise vocal transmissions between the security guard, Federal Protective Service law enforcement personnel, supervisory personnel and the Contractor's base station. The Contractor's base station must be a local licensed place of business within the **State of Ohio** for the purpose of having the capability for two-way communications between the Contractor and the Contractor's supervisory and security guard personnel who are assigned to this Contract.

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

PART 2, EXHIBIT 2B

CONTRACTOR FURNISHED VEHICLE REQUIREMENTS

1. Facility:

2. Equipment: Contractor Furnished Vehicle(s)

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

3. Vehicle Requirements:

	Vehicle Type	Estimated Daily Hours	Days Per Week	Estimated Miles Per Day
1				
2				
3				
4				

4. Other vehicles, including MOPEDS, THREE-WHEELERS, MOTOR SCOOTERS, BICYCLES, etc., described as follows:

PART 2, EXHIBIT 2C

CONTRACTOR FURNISHED UNIFORM ITEMS

1. Facility:

2. Uniforms: Contractor Furnished Uniform Items

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

3. Uniform Requirements:

Uniform Components	Description / Color	QTY
Body Armor	Concealable NIJ IIA with white carrier	
Shirt, long sleeve	With Insignia, shoulder patch	3
Shirt, short sleeve	With Insignia, shoulder patch	3
Trouser, all season weight	Dark Gray*	3
Necktie	*	2
Jacket, winter, patrol type (Reefer style)	*	1
Cap	Frame style cap OR Baseball style cap*	1
Gloves, winter (pair)	*	1
Pistol belt (without shoulder strap)		1
Level II firearm retention holster (slide on belt type), w/hammer safety strap, left/right as required (armed security guards/supervisors only) (may change based on weapons spec selected)		1
Ammunition cartridge or speed loader case (armed security guards only) (may change based on weapons spec selected)		2
Duty Belt "Keepers"		4
Expandable or straight Police Baton (with holder)		1
Handcuffs-police style metal pair, internal double lock type, w/left & right bracelets & one matching key		1
Handcuff case-compatible w/handcuff size & style		1
Key strap with flap (if needed)		1

Uniform Components	Description / Color	QTY
Whistle, with chain attachment (metal)		
Metal frame cap ornament	White (non-supervisory), Gold (supervisory)	1
Nameplate, 2-1/2" x 5/8", with 1/4" lettering On Gold Metal	Gold metal with rounded edges. Black or blue lettering (First initial and last name)	1
Boots	Pair, Low Quarter Black	
Shoes	Pair, Dress Black	

PART 2, EXHIBIT 2D

**CONTRACTOR FURNISHED SUPPLEMENTARY EQUIPMENT
REQUIREMENTS**

1. Facility:

2. Supplementary Equipment: Contractor Furnished Equipment Items

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

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY

PART 2, EXHIBIT 2E

CONTRACTOR FURNISHED FIREARMS AND AMMUNITION

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

The firearm for use on this BPA will be a .40 caliber semi automatic pistol. 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 caliber and not any larger. The magazine 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.

Care and consideration must be given to the transition plan development and subsequent qualifications and behaviour on safe handling, holstering and un-holstering due to the sensitivity of the weapon. Any weapons inspections and exchanges will be conducted and performed in a designated safe area, with a clearing barrel at hand **and not on post or anywhere in a public area.**

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:

165 grain Jacketed Hollow Point. (If local statutes permit)

Recommended brands of ammunition

Federal
Speer
Winchester
Remington

PART 2, EXHIBIT 3A

**GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT
REQUIREMENTS**

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.

Type of Equipment	QTY
See attached Exhibit.	

3. The Contractor will provide a listing of 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.

Part 2 - Exhibit 3A

Government Furnished Equipment Inventory - Ohio BPA

Item #	Make	Model	Item	Radio #	ICE		Post	Keys	Shoulder			City
					Property #	Qty			Mike	Holster	Battery	
1	Motorola	Astro	Radio	310AYY0741	CS415567	1	100A	4 Keys	Yes	Yes	1	Cleveland
2	Motorola	Astro	Radio	310AYY0740	CS414740	1	100B	4 Keys	Yes	Yes	1	Cleveland
3	Motorola	Astro	Radio	310AYY0728	CS415568	1	100C	10 Keys	Yes	No	1	Cleveland
4	Motorola	Astro	Radio	310AYY0880	CS415570	1	100D	11 Keys	No	Yes	1	Cleveland
5	Motorola	Astro	Radio	310AYY0721	CS415577	1	100E		No	Yes	1	Toledo
6	Motorola	Astro	Radio	310AYY0730	CS415549	1	101A	102 Ring	No	Yes	1	Cleveland
7	Motorola	Astro	Radio	310AYY0802	CS415601	1	101B	2 Keys	No	Yes	1	Cleveland
8	Motorola	Astro	Radio	310AYY0729	CS415610	1	101C		No	Yes	1	Cleveland
9	Motorola	Astro	Radio	310AYY0749	CS415547	1	101D		No	Yes	2	Cleveland
10	Motorola	Astro	Radio	310AYY0722	CS415553	1	101E		No	Yes	1	Cleveland
11	Motorola	Astro	Radio	310AYY0711	CS415554	1	101F		No	Yes	1	Cleveland
12	Motorola	Astro	Radio	310AYY0710	CS415555	1	101G		No	Yes	1	Cleveland
13	Motorola	Astro	Radio	310AYY0872	CS414669	1	101H		No	Yes	1	Cleveland
14	Motorola	Astro	Radio	310AYY0784	CS415557	1	101J		No	Yes	1	Cleveland
15	Motorola	Astro	Radio	310AYY0734	CS415558	1	101K		YES	Yes	2	Cleveland
16	Motorola	Astro	Radio	310AYY0799	CS415559	1	101L1		No	Yes	1	Cleveland
17	Motorola	Astro	Radio	310AYY0725	CS415534	1	101L2		No	Yes	1	Cleveland
18	Motorola	Astro	Radio	310AYY0726	CS414732	1	101M1		No	Yes	1	Cleveland
19	Motorola	Astro	Radio	310AYY0720	CS415562	1	101M2		No	Yes	1	Cleveland
20	Motorola	Astro	Radio	310AYY0874	CS414733	1	101N		No	Yes	1	Cleveland
21	Motorola	Astro	Radio	310AYY0713	CS414641	1	101O		No	Yes	1	Cleveland
22	Motorola	Astro	Radio	310AYY0714	CS414642	1	103A		No	No	1	Cleveland
23	Motorola	Astro	Radio	310AYY0703	CS415546	1	104A		No	Yes	1	Cleveland
24	Motorola	Astro	Radio	310AYY0860	CS414644	1	105A		No	Yes	1	Cleveland
25	Motorola	Astro	Radio	310AYY0731	CS414645	1	107A	2 Keys	No	Yes	1	Cleveland
26	Motorola	Astro	Radio	310AYY0796	CS414646	1	108A	4 Keys	No	No	1	Cleveland
27	Motorola	Astro	Radio	310AYY0788	CS414647	1	108B		No	No	1	Cleveland

	Make	Model	Item	ICE		Qty	Post	Keys	Shoulder			City
				Radio #	Property #				Mike	Holster	Battery	
28	Motorola	Astro	Radio	310AYY0988	CS415535	1	111A		No	Yes	1	Cleveland
29	Motorola	Astro	Radio	310AYY0718	CS415566	1	113A	2 Keys	No	Yes	1	Toledo
30	Motorola	Astro	Radio	310AYY0795	CS414668	1	113B	2 Keys	No	Yes	1	Toledo
31	Motorola	Astro	Radio	310AYY0800	CS415545	1	113C				1	Toledo
32	Motorola	Astro	Radio	310AYY0909	CS414650	1	114A	12 Keys	No	Yes	2	Toledo
33	Motorola	Astro	Radio	310AYY0715	CS415569	1	Spare	114A	No	No	1	Toledo
34	Motorola	Astro	Radio	310AYY0709	CS415545	1	Spare	114A	No	No		Toledo
35	Motorola	Astro	Radio	310AYY0917	CS414651	1	115A		No	Yes	1	Toledo
36	Motorola	Astro	Radio	310AYY0986	CS415580	1	119A	5 Keys	Yes	Yes	2	Cleveland
37	Motorola	Astro	Radio	310AYY0733	CS415606	1	119B		Yes	No	2	Cleveland
38			Keys	N/A			121WTC	1 Key				Toledo
39			Keys	N/A			122WTC	2 Keys				Toledo
40			Keys	N/A			127WTC	2 Keys				Toledo
41	Motorola	Astro	Radio	310AYY0706	CS414654	1	129A	5 Keys	Yes	Yes	1	Cleveland
42	Motorola	Astro	Radio	310AYY0793	CS414661	1	130WTC		No	Yes	1	Cleveland
43	Motorola	Astro	Radio	310AYY0904	CS414735		131A		No	No	1	Cleveland
44	Motorola	Astro	Radio	310AYY0769	CS414655	1	129B		No	Yes	1	Youngstown
45	Motorola	Astro	Radio	310AYY0907	CS414657	1	200A	3 Keys	No	No	1	Youngstown
46	Motorola	Astro	Radio	310AYY0990	CS414658	1	200B	9 Keys	Yes	Yes	1	Akron
47	Motorola	Astro	Radio	310AYY0690	CS415578	1	201A	2 Keys	Yes	Yes	1	Akron
48	Motorola	Astro	Radio	310AYY0719	CS415576	1	201B	12 Keys	No	Yes	1	Akron
49	Motorola	Astro	Radio	310AYY0756	CS414662	1	201C	1 Key	No	Yes	1	Akron
50	Motorola	Astro	Radio	310AYY0845	CS415574	1	203A	3 Keys	No	Yes	1	Akron
51	Motorola	Astro	Radio	310AYY0763	CS415527	1	Spare	200B	No	No	1	Akron
52	Motorola	Astro	Radio	310AYY0760	CS414664	1	204A		No	No	1	Youngstown
53	Motorola	Astro	Radio	310AYY0148	CS415544	1	204B	4 Keys	No	No	1	Youngstown
54	Motorola	Astro	Radio	310AYY0797	CS415532	1	207A	9 Keys	No	No	1	Youngstown
55	Motorola	Astro	Radio	310AYY0993	CS415572	1	210C	14 Keys	No	Yes	1	Youngstown
56	Motorola	Astro	Radio	310AYY0790	CS415573	1	Spare	Rm 787				Cleveland
57	Motorola	Astro	Radio	310AYY0754	CS414665	1	Spare	Rm 787			1	Cleveland

	Make	Model	Item	Radio #	ICE Property #	Qty	Post	Keys	Shoulder Mike	Holster	Battery	City
58	Motorola	Astro	Radio	310AYY0903	CS4134648	1	108 EGS	Rm 787			1	Cleveland
59	Motorola	Astro	Radio	310AYY0727	CS415588	1	108 EGS	Rm 787			1	Cleveland
60	Motorola	Astro	Radio	310AYY0771	CS415611	1	Spare	Rm 787				Cleveland
61	Motorola		Keys				100E	1			1	Toledo
62	Motorola		Keys				103A	1			1	Cleveland
63	Motorola		Keys				104A	1			1	Cleveland
64	Motorola		Keys				105A	1			1	Cleveland
65	Motorola		Keys				107A	1			1	Cleveland
66	Motorola		Keys				108A	1			1	Cleveland
67	Motorola		Keys				108B	1			2	Cleveland
68	Motorola		Keys				111A	1			1	Cleveland
69	Motorola		Keys				113A	1				Toledo
70	Motorola		Keys				115A	1				Toledo
71	Motorola		Keys				119A	1			1	Cleveland
72	Motorola		Keys				119B	1			1	Cleveland
73	Motorola		Keys				129B	1			1	Cleveland
74	Motorola		Keys				130WTC	1			1	Cleveland
75	Motorola		Keys				131A	1			1	Cleveland
76	Motorola		Keys				203A	1			1	Youngstown
77	Motorola		Keys				207A	1			2	Youngstown
78	Verizon	LG VX3450	Cell Phone	330-697-4072			205A			1		Toledo
79	V-Tech		Cell Phone	216-522-4119			101D		1			Cleveland
80	V-Tech		Cell Phone	216-522-4119			101K		1			Cleveland
81	Siemens Gigaset	E450	Cell Phone	216-522-4936	DFAS		101B		1	Base Sta		Cleveland
82	Siemens Gigaset	E45	Cell Phone	216-522-4936	DFAS		101B		2	Docking Sta		Cleveland
83	Motorola		Multi Charger			1	Rm 121A	1			4	Cleveland
84	Motorola		Multi Charger			1	114A				2	Toledo
85	Motorola		Multi Charger			1	201B				3	Akron
86	Motorola		Multi Charger			1	210C				6	Youngstown
87	Motorola	Impres	Multi Charger			1	119A				1	Cleveland

	Make	Model	Item	Radio #	ICE Property #	Qty	Post	Keys	Shoulder Mike	Holster	Battery	City
88	Motorola	Impres	Multi Charger				Rm 787				12	Cleveland
89	Motorola		Multi Charger				Rm 787				0	Cleveland
90	NUON	NU4595	Nuon				Rm 787				0	Cleveland
91	Super Omni Plus		Hand Held Wand	510-8		1	Rm 787					Cleveland
92	Super Omni Plus		Hand Held Wand	510-9		1	Rm 787					Cleveland
93	Super Omni		Hand Held Wand	22-276		1	114A					Toledo
94	Garrett		Hand Held Wand	N/A		1	204B	DOJ				Toledo
95	N/A	N/A	Under Car Mirror	N/A		1	101D					Cleveland
96	N/A	N/A	Under Car Mirror	N/A	Broken	1	101K					Cleveland
97	N/A	N/A	Under Car Mirror	N/A		1	114A					Toledo
98	Canon	B640	Fax Phone	228478		1	207A					Youngstown
99	Pitney Bowes	C-235	Copier	8087424		1	200B					Akron
100	Dell		Monitor		PBS51573	1	114A					Toledo

PART 2, EXHIBIT 3B

GOVERNMENT FURNISHED VEHICLE EQUIPMENT REQUIREMENTS

1. Facility:

2. Equipment: Government Furnished Vehicle(s)

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

3. Vehicle Requirements:

	Vehicle Type	Hours to be Used	Days Per Week	Tour Restrictions
1	Not Provided			
2				
3				
4				

4. Other vehicles, including MOPEDS, THREE-WHEELERS, MOTOR SCOOTERS, BICYCLES, etc., described as follows:

PART 2, EXHIBIT 3C

GOVERNMENT FURNISHED UNIFORM REQUIREMENTS

1. Facility:

2. Uniforms: Government Furnished Uniform Items

The Government shall furnish uniform clothing items, as indicated below, to all productive and supervisor security guards performing on the Contract. Government furnished uniform items are to be worn/used only while on duty during the performance of this Contract.

3. Uniform Items:

Uniform Components	Description / Color	QTY
Not Provided		

PART 2, EXHIBIT 3D

**GOVERNMENT FURNISHED SUPPLEMENTARY EQUIPMENT
REQUIREMENTS**

1. Facility:

2. Supplementary Equipment: Government Furnished Equipment Items

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

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY

Solicitation: HSCEC5-08-Q-00061
Contract Guard Services - Ohio

Award: HSCEC5-09-A-00002

PART 2, EXHIBIT 3E

GOVERNMENT FURNISHED FIREARMS AND AMMUNITION

None Required

PART 2, EXHIBIT 4

CONTRACTOR'S TRAINING SCHEDULE AND PLAN

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

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

PART 2, EXHIBIT 4A

BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

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

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

64 Hours

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

PART 2, EXHIBIT 4A, Continued

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

PART 2, EXHIBIT 4A, Continued

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

PART 2, EXHIBIT 4A, Continued

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

PART 2, EXHIBIT 4A, Continued

Subject	Hours	Scope
General Response Procedures (CHAPTER FOUR, SGIM)	2	patrol hazards. Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	4	Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	1	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	3	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	2	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security guards with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act

PART 2, EXHIBIT 4A, Continued

Subject	Hours	Scope
		as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTERS ELEVEN AND FOURTEEN, SGIM)	4	Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	2	Instructor will discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	3	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	2	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	2	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	2	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	4	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	4	Lecture and hands-on demonstrations of

PART 2, EXHIBIT 4A, Continued

Subject	Hours	Scope
		procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Review & Examination	2	A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter.

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

PART 2, EXHIBIT 4B

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

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

9 Hours

Subject	Hours	Scope
Supervisor's Duties and Responsibilities	2	Instructor(s) will discuss the basic duties and responsibilities of a security guard supervisor. Discussions will include instructions that all duty posts are to be manned at all times as required by the Contract; that all required forms are to be completed in an accurate, legible and timely manner; and that all subordinate employees have all required equipment and maintain proper inventory records of service weapons and all other required equipment.
FPS Contract Requirements	1	Instructor(s) will review basic FPS Contract requirements and standards of performance for Contractors, Contract employees, and the relationship of employees with key members of Government agencies and FPS officials involved in the administration and operation of FPS Contracts. An actual contract will be discussed so that students will be familiar with all aspects of such contracts to ensure proper performance by all employees and supervisors.
Methods and Theories of Supervision	1	Instructor(s) will discuss various supervision management theories and the basic principles involved so that the student understands the various methods of supervision that are available to accomplish the goals of a first-line supervisor.
How to be an Effective Leader	1	Instructor(s) will discuss the importance of a supervisor being a good leader. Discussion will focus on the necessity of giving constant

PART 2, EXHIBIT 4B, Continued

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

PART 2, EXHIBIT 4C

**TRAINING SUBJECTS PRESENTED BY
 THE GOVERNMENT**

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

16 Hours

Subject	Hours	Scope
Rules and Regulations	1	Discuss FPS's jurisdiction within Federal property and the Rules and Regulations under which they are operated (41 CFR 102-74). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved.
Bomb Threats and Natural Disaster Responses	2	Instructor(s) will present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the FPS Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract guards may be given training in bomb search procedures.
Report Writing, Notes and Required FPS Forms	3	Develop an understanding of the types, and Required FPS Forms requirements, and necessity of field notes and reports that will be expected from the security guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis.

PART 2, EXHIBIT 4C, Continued

Subject	Hours	Scope
		Instructor(s) will review and discuss the importance of the following forms: 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. Relief Guard Register h. Officer and Inspectors Register; i. Guards Hourly Report; j. Special forms unique to the facility used in the performance of the Contract duties.
Telephone and Radio Communications	1	Instruction will prepare the security guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). 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 guards will be instructed in their relationship to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of Building Rules and Regulations, agency policy, special requirements of the FPS Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups. NOTE: For the purpose of this training, 50 minutes will be considered as one hour of instruction.
X-Ray and Magnetometer Training	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening

PART 2, EXHIBIT 4C, Continued

Subject	Hours	Scope
		techniques.

PART 2, EXHIBIT 4D

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

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

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

40 Hours

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

PART 2, EXHIBIT 4D, Continued

Subject	Hours	Scope
Professionalism Part I: Overview (CHAPTER TWO, SGIM)		including the expanding use of security guards and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement agents and the security guards.
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and professional behavior by security guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the security guard is presented with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Conduct role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction is to be provided to the security guards that will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image

PART 2, EXHIBIT 4D, Continued

Subject	Hours	Scope
		portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	0.5	Instructor(s) will discuss the basic knowledge needed for the security guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	0.5	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.

PART 2, EXHIBIT 4D, Continued

Subject	Hours	Scope
Crimes and Offenses (CHAPTER THREE, SGIM)	0.5	Present the security guards with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	0.5	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a security guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security guard with knowledge of how guards shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices and procedures involving: confessions, self-incrimination, eyewitness identifications and complaints. Security guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, SGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	0.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	0.5	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss

PART 2, EXHIBIT 4D, Continued

Subject	Hours	Scope
		procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	0.5	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	0.5	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	0.5	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	0.5	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	0.5	Acquaint the security guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Crime Detection,	0.5	Acquaint the security guard with the care

PART 2, EXHIBIT 4D, Continued

Subject	Hours	Scope
Assessment And Response (CHAPTER SIX, SGIM)		and caution that must be (CHAPTER SIX, SGIM) exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	0.5	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	0.5	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	1	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security guards with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTER ELEVEN, SGIM)	2	Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.

PART 2, EXHIBIT 4D, Continued

Subject	Hours	Scope
Workplace Violence (CHAPTER TWELVE, SGIM)	1	Instructor will discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	1	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	1	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	0.5	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	3	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
X-Ray and Magnetometer	8	Instruction will include device nomenclature, performance testing, and operations of x-ray

PART 2, EXHIBIT 4D, Continued

Subject	Hours	Scope
		machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

PART 2, EXHIBIT 4E

CONTRACTOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS

The Contractor must present 8 hours of basic baton training and certification, 8 hours of firearms classroom training, and 24 hours of live fire training and familiarization to all security guards. In addition to the weapons training, the contractor must provide for the weapons qualification course and must coordinate with the Contracting Officer for FPS to monitor the course of fire. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

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

PART 2, EXHIBIT 4E, Continued

Subject	Hours	Scope
Familiarization Fire	24	Instruction on live fire with no less than 500 rounds of ammunition. Instructions include transition from other weapons.

PART 2, EXHIBIT 4E, Continued

Handgun Qualification Course

Firearms: Contract-authorized handgun and ammunition

Ammunition: Fifty (50) rounds

Target: ICE Target

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

Course of Fire:

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

PART 2, EXHIBIT 4E, Continued

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

PART 2, EXHIBIT 4E, Continued

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				fire three (3) rounds, in ten (10) seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster. Draw and fire three (3) rounds, using both hands, then transfer the weapon to the support hand only and fire three (3) rounds, in ten (10) seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster.
5	15 YDS	12	Two-handed shooting from the standing and kneeling position	On command the shooter will draw and fire six (6) rounds from the standing position in ten (10) seconds. Move to a kneeling position. When the target edges, or command is given that threat has diminished, shooter performs a reload (emergency, tactical or magazine exchange) in five (5) seconds and assumes a ready position. When threat reappears, or command to fire is given, fire six (6) additional rounds from the kneeling position in ten (10) seconds. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage six (6).
6	25 YDS	4	Barricade	On command the shooter will take one (1) step to the rear and one (1) to the right

PART 2, EXHIBIT 4E, Continued

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				of the barricade. When the threat appears or command to fire is given, move to cover, draw and fire two (2) rounds from the right side standing barricade position, move to the right side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds. While in a position of cover, perform a magazine exchange.
7	25 YDS	4	Barricade	On command the shooter will take one (1) step to the rear and one (1) to the left of the barricade. When the threat appears or command to fire is given, move to cover and fire two (2) rounds from the left side standing barricade position, move to the left side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds.

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

Marksmanship Ratings.

220-230 = Marksman;

231-240 = Sharpshooter;

241-249 = Expert; and

250 = Distinguished Expert.

Solicitation: HSCEC5-08-Q-00061
Contract Guard Services - Ohio

Award: HSCEC5-09-A-00002

PART 2, EXHIBIT 4F

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

The Contractor must present and certify eight (8) hours of annual baton and/or OC Spray (as appropriate) refresher training and annual weapons qualification using the course of fire in Section J, Exhibit 4E of this Contract. The Contractor must coordinate with the Contracting Officer and/or the COTR for FPS to monitor the course of fire.

PART 2, EXHIBIT 5A

CONTRACTOR'S CERTIFICATION OF BASIC TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Basic Training subjects including practical exercises and examinations in accordance with Section C-9 and Section J Exhibit 4A as required by Contract number _____.

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

PART 2, EXHIBIT 5B

CONTRACTOR'S CERTIFICATION OF SUPERVISORY TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named supervisory employee has successfully completed all required Supervisory Training subjects including practical exercises and examinations in accordance with Section C-9 and Section J Exhibit 4B as required by Contract number _____.

The Supervisory Training was provided from _____ (DATE) to _____ (DATE)

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

PART 2, EXHIBIT 5C

CONTRACTOR'S CERTIFICATION OF GOVERNMENT PROVIDED TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Government Provided Training subjects including practical exercises and examinations in accordance with Section C-9 and Section J Exhibit 4C as required by Contract number _____.

The Government Provided Training was provided from _____ (DATE) to _____ (DATE)

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

_____ of _____
(Name of Instructor) (Name of Agency)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

PART 2, EXHIBIT 5D

CONTRACTOR'S CERTIFICATION OF REFRESHER TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Refresher Training subjects including practical exercises and examinations in accordance with Section C-9 and Section J Exhibit 4D as required by Contract number _____.

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

PART 2, EXHIBIT 5E

CONTRACTOR'S CERTIFICATION OF BASIC WEAPONS TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Section C-9 and Section J Exhibit 4E as required by Contract number _____.

The Firearms Training was provided from _____ (DATE) to _____ (DATE)

The Baton Training was provided from _____ (DATE) to _____ (DATE)

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

PART 2, EXHIBIT 5F

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

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Section C-9 and Section J Exhibit 4E as required by Contract number _____.

The Firearms Training was provided from _____ (DATE) to _____ (DATE)

The Baton Training was provided from _____ (DATE) to _____ (DATE)

The Weapons Training Subjects as identified in Section J Exhibit 4E of the Contract were 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 State Code. Any false or misleading information may be punishable by fine or imprisonment.

**PART 2, EXHIBIT 6
 CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE
 ELIGIBILITY REQUIREMENTS**

Employee's Name: _____

SSN: _____ - _____ - _____

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

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

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

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

This certification shall be completed and submitted to the LCOTR with the Contract employee's suitability documentation (FD-258 Fingerprint Cards) prior to the employee's initial performance under the contract and every five (5) years thereafter, concurrent with the employee's suitability adjudication renewal application. A copy of this certification shall also be placed in the Contract employee's personnel file and shall be updated to reflect certification renewals as they occur.

PART 2, EXHIBIT 6A
STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

TO BE GIVEN TO PERSON EXAMINED WITH A PRE-ADDRESSED "CONFIDENTIAL-MEDICAL" ENVELOPE	UNITED STATES CIVIL SERVICE COMMISSION CERTIFICATE OF MEDICAL EXAMINATION	Form Approved Budget Bureau
---	--	--------------------------------

Part A. TO BE COMPLETED BY APPLICANT OR EMPLOYEE (type or print in ink)

1 NAME (last, first, middle)	2 SOCIAL SECURITY ACCOUNT NO.	3 SEX MALE FEMALE	4 DATE OF BIRTH
5 DO YOU HAVE ANY MEDICAL DISORDER OR PHYSICAL IMPAIRMENT WHICH WOULD INTERFERE IN ANY WAY WITH THE FULL PERFORMANCE OF THE DUTIES SHOWN BELOW? YES NO		6 I CERTIFY THAT ALL THE INFORMATION GIVEN BY ME IN CONNECTION WITH THIS EXAMINATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF	
(If your answer is "YES" explain fully to the physician performing the examination)		(signature of applicant)	

Part B. TO BE COMPLETED BEFORE EXAMINATION BY APPOINTING OFFICER

1 PURPOSE OF EXAMINATION <input type="checkbox"/> PREAPPOINTMENT <input type="checkbox"/> OTHER (specify)	2 POSITION TITLE	
3 BRIEF DESCRIPTION OF WHAT POSITION REQUIRES EMPLOYEE TO DO		
4 Circle the number preceding each functional requirement and each environmental factor essential to the duties of this position. List any additional essential factors in the blank spaces. Also, if the position involves law enforcement, air traffic control, or fire fighting, attach the specific medical standards for the information of the examining physician.		
A. FUNCTIONAL REQUIREMENTS		
1 Heavy lifting, 45 pounds and over	15 Crawling (hours)	25 Far vision correctable in one eye to 20/20 and to 20/40 in the other
2 Moderate lifting, 15-44 pounds	16 Kneeling (hours)	26 Far vision correctable in one eye to 20/30 and to 20/100 in the other
3 Light lifting, under 15 pounds	17 Repeated bending (hours)	27 Specific visual requirement (specify)
4 Heavy carrying, 45 pounds and over	18 Climbing, legs only (hours)	28 Both eyes required
5 Moderate carrying, 15-44 pounds	19 Climbing, use of legs and arms	29 Depth perception
6 Light carrying, under 15 pounds	20 Both legs required	30 Ability to distinguish basic colors
7 Straight pulling (hours)	21 Operation of crane, truck, tractor, or motor vehicle	31 Ability to distinguish shades of colors
8 Pulling hand over hand (hours)	22 Ability for rapid mental and muscular coordination simultaneously	32 Hearing (aid permitted)
9 Pushing (hours)	23 Ability to use and desirability of using firearms	33 Hearing without aid
10 Reaching above shoulder	24 Near vision correctable at 13" to 16" to Jager 1 to 4	34 Specific hearing requirements (specify)
11 Use of fingers		35 Other (specify)
12 Both hands required (hours)		
13 Walking (hours)		
14 Standing (hours)		
B. ENVIRONMENTAL FACTORS		
1 Outside	11 Silica, asbestos, etc.	20 Working on ladders or scaffolding
2 Outside and inside	12 Fumes, smoke, or gases	21 Working below ground
3 Excessive heat	13 Solvents (degreasing agents)	22 Unusual fatigue factors (specify)
4 Excessive cold	14 Grease and oils	23 Working with hands in water
5 Excessive humidity	15 Radiant energy	24 Explosives
6 Excessive dampness or chilling	16 Electrical energy	25 Vibration
7 Dry atmospheric conditions	17 Slippery or uneven walking surfaces	26 Working closely with others
8 Excessive noise, intermittent	18 Working around machinery with moving parts	27 Working alone
9 Constant noise	19 Working around moving objects or vehicles	28 Protracted or irregular hours of work
10 Dust		29 Other (specify)

Part C. TO BE COMPLETED BY EXAMINING PHYSICIAN

1 EXAMINING PHYSICIAN'S NAME (type or print)	3 SIGNATURE OF EXAMINING PHYSICIAN
2 ADDRESS (including ZIP Code)	(signature) (date)
IMPORTANT After signing, return the entire form intact in the pre-addressed "Confidential-Medical" envelope which the person you examined gave you	

78-110

This form was electronically produced by Etsa Federal Forms, Inc.

STANDARD FORM NO. 78
 OCTOBER 1960 (REVISION)
 CIVIL SERVICE COMMISSION
 FPM 339

**PART 2, EXHIBIT 6B
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

PART 2, EXHIBIT 6B Continued

Employee's Name:

SSN: - -

EDUCATION SUMMARY:

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

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

PART 2 – EXHIBIT 6C
Security Suitability Requirements

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

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

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

PART 2 - EXHIBIT 7 - 41 CFR, Conduct on Federal Property



U.S. General Services Administration

Rules and Regulations
Governing Conduct on Federal Property

December, 2002

Federal Management Regulation
Title 41, Code of Federal Regulations, Part 102-74, Subpart C

Appearance of 41 CFR 102-74.320. The rules in this subpart apply to all property under the custody of the U.S. General Services Administration and to all persons entering in or on such property. Each acquiring agency shall be responsible for the observance of these rules and regulations. Federal agencies must post the rules in the Appendix to part 102-74 in each public enclosure to each Federal facility.

Inspection of 41 CFR 102-74.370. Federal agencies may, at their discretion, restrict passages, entrances and exits, and conduct in the immediate possession of visitors, employees or other persons entering in, visiting in, entering, 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 exit from the area.

Admission to Property of 41 CFR 102-74.370. Federal agencies may:

- (a) Close property to the public during other than normal visiting hours. In those instances where a Federal agency has approved the use of a Federal facility for a building or structure owned or controlled by the United States, Federal agencies must restrict the property to authorized persons and the public.
 - (b) Close property to the public during working hours only when the nature of the activity requires the orderly conduct of Government business. The designated official under the Occupant Emergency Program may make such decision only after consultation with the building manager and the highest ranking representative of the law enforcement agencies responsible for protection of the property or the area. The designated official is defined in Sec. 102-74.12 of this chapter as the highest ranking official of the primary security agency, or the alternate highest ranking official or employee selected by mutual agreement by the occupant agency officials.
 - (c) Exclude, when property or a portion thereof is closed to the public, the admission to the property, or the official portion, of persons not authorized persons who may require access to the property and must, when requested, display Government identification credentials or Federal police officers or other authorized individuals when entering, standing or waiting on the property. Failure to comply with any of the applicable provisions is a violation of these regulations.
- Prohibition of Property of 41 CFR 102-74.320.** All persons entering in or on Federal property are prohibited from:
- (a) Intentionally damaging or destroying property;
 - (b) Smoking property;
 - (c) Creating any hazard on property to persons or things;
 - (d) Threatening violence or any kind of force or the causing of any damage, loss or any form of the taking.

Compliance with Signs and Directions of 41 CFR 102-74.320. Persons in and on property must do all things con-

form to the effect of signs, regulations or directions issued by the U.S. General Services Administration and other authorized individuals.

Signatures of 41 CFR 102-74.320. All persons entering in or on Federal property are prohibited from 000074, exhibiting disciplinary conduct or exhibiting other conduct on property which:

- (a) Causes loss or damage to real or personal property;
- (b) Unlawfully obstructs the usual use of entrance, ways, aisles, corridors, offices, elevators, stairways, or parking lots;
- (c) Causes any delay or disruption of the performance of official duties by Government employees; or
- (d) Prevents the general public from receiving the administrative services provided on the property in a timely manner.

Control of Property of 41 CFR 102-74.320. Except for the vending or exchange of currency by licensed third parties of vending facilities for any facility as such in a lease and authorized by section 2202(a) of the Reorganization Act (50 U.S.C. 107 in title), all persons entering in or on Federal property are prohibited from:

- (a) Participating in games for money or other personal property;
- (b) Gambling (including electronic);
- (c) Gambling a lottery or sweep or
- (d) Betting or wagering of numbers tickets.

Heroin and Other Drugs of 41 CFR 102-74.420. Except in cases where the drug is being used as prescribed for a person 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, tobacco, or any other drug;
- (b) Operating a motor vehicle on the property while under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, tobacco, or any other drug.

Alcoholic Beverages of 41 CFR 102-74.420. Except when the head of the responsible agency or his or her designee has granted an exception in writing for the appropriate use of alcoholic beverages, all persons entering in or on Federal property are prohibited from being under the influence of using alcoholic beverages. The head of the responsible agency or his or her designee may grant a copy of a written exception to the building manager and the highest ranking representative of the law enforcement organization, or other authorized official, responsible for the security of the property.

Drinking, Smoking and Other Activities of 41 CFR 102-74.440. All persons entering in or on Federal property are prohibited from (a) drinking alcoholic beverages, smoking merchandise of any kind, drinking or exhibiting non-moral behavior, or entering areas which, except for:

- (a) National or local clubs for lunch or coffee, lunch or other purposes as authorized by 5 CFR part 230, except "Collection of Federal Clubs and Unions" Device Reserved For Contractors To Receive "Military Organizations," and authorized or approved by the acquiring agency;
- (b) Concessions or personal vehicles owned by employees on authorized public grounds;
- (c) Collection of labor organization membership or dues authorized by executive agencies under the Civil Service Reform Act of 1978 (Public Law 95-434); and
- (d) Lobbies, or to agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under the Public Buildings Cooperative Use Act of 1976 (40 U.S.C. 3112)(1). Public areas of GSA-controlled property may be used for crew activities in accordance with Subpart D of this part.

Posting and Distributing Materials of 41 CFR 102-74.420. All persons entering in or on Federal property are prohibited from:

- (a) Distributing the surplus of excess product in or around Federal buildings, under Public Law 104-52, except-ESL;
- (b) Posting or affixing materials, such as notices, handbills, or flyers, without the consent of the occupant agency; except as authorized in Sec. 102-74.440; or when those materials are conveyed as part of authorized Government activities;
- (c) Distributing materials, such as notices, handbills, or flyers, unless authorized as part of authorized Government activities. This prohibition does not apply to public areas of the property as defined in Sec. 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 described 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 these provisions is a violation of these regulations.

Permitting for News, Advertising, or Commercial Purposes of 41 CFR 102-74.420. Except when security regulations issued by a Federal executive or departmental agency require a person entering in or on Federal property may use the following:

- (a) Open occupied by a news agency for non-commercial purposes only with the permission of the occupying agency concerned;
- (b) Open occupied by a news agency for commercial purposes only with the permission of an authorized official of the occupying agency concerned; and
- (c) Staffing entrance, exits, ways, corridors, or stairways to news purposes.

Signs and Other Notices of 41 CFR 102-74.420. Except during the day, other public signs, and notices used in being related to public or other hand-dropped posters, per-

sons may not bring signs or other notices on Federal property for other than official purposes.

Vehicle and Pedestrian Traffic of 41 CFR 102-74.420. All vehicles driving on property on Federal property:

- (a) Must drive in a lawful and safe manner at all times;
- (b) Must comply with the signs 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 directions approved by the GSA Regional Administrator, which will have the same force and effect as these regulations;
- (e) Are prohibited from blocking entrances, elevators, stairs, loading platforms, or the highway; and
- (f) Are prohibited from leaving on Federal property vehicles a person. 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 of these regulations are subject to removal at the owner's risk and expense. Federal agencies may take the possession of a motor vehicle used parked in violation of these regulations or discharge as follows: (a) The driver of the vehicle; (b) The registered owner; or (c) The lessee.

Prohibition of 41 CFR 102-74.420. No person entering or on Federal property may carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, other agency or contract, except for official purposes.

Weapons of 41 CFR 102-74.420. 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 Title 18, United States Code, Section 930. Weapons will be subject to the under the provisions for persons upon the (2) years.

Need for Notices of 41 CFR 102-74.420. Federal agencies must not distribute by registration or otherwise agency any notice or notice because of such, such, the, or, or national origin in housing or by making or furnishing to such person or persons the use of any facility of a public building, including all notices, notices, announcements, and notices posted on the property.

Prohibition of 41 CFR 102-74.420. A person found guilty of violating any rule or regulation in this chapter part with an agency under the charge and control of the U.S. General Services Administration shall be fined under title 18 of the United States Code, imprisoned for not more than 30 days, or both.

Notice on Other Laws or Regulations of 41 CFR 102-74.420. No rule or regulation in this subpart may be construed to conflict with any Federal law or regulation or any State and local law and regulations applicable to any area in which the property is located.

**WARNING
WEAPONS PROHIBITED**

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 Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

PART 2 – EXHIBIT 8, Collective Bargaining Agreements

- 1. Ohio maps (1 color, 1 B&W) showing union and WD supported areas**
- 2. WD 2007-0109, Rev 2, dated 09/19/2007**
- 3. ITPEU agreement**
 - a. Supplemental Agreement – Dayton**
 - b. Supplemental Agreement – Youngstown**
 - c. Supplemental Agreement – Columbus**
 - d. Supplemental Agreement – Cincinnati**
- 4. UGSOA agreement – Cleveland and Toledo**

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2007-0109
William W.Gross	Division of	Revision No.: 2
Director	Wage Determinations	Date Of Last Revision: 09/19/2007

State: Ohio
Area: Ohio Statewide

Employed on Department of Homeland Security for Armed and unarmed Security Guard services:

Collective Bargaining Agreement between General Security Services Corporation and United Government Security Officers of America (UGSOA) Local 241 and Local 231 effective October 1, 2007 through September 30, 2010.

Collective Bargaining Agreement between General Security Services Corporation and ITPEU, AFL-CIO effective August 1, 2005 through September 30, 2009 and amended on August 17, 2007.

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

Revised May 29, 2007 with the permission of both the IPTEU and General Security Services Corporation

AGREEMENT

BETWEEN

**GENERAL SECURITY SERVICES
CORPORATION**

AND

ITPEU, AFL-CIO

Covering Security Force Employees

at the

Federal Buildings in the State Of Ohio

Effective and Revised May 29, 2007

August 1, 2005 through September 30, 2009

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Revised May 29, 2007 with the permission of both the IPTEU and General Security Services Corporation

PREAMBLE

THIS AGREEMENT is entered into by and between General Security Services Corporation, hereinafter referred to as the "Company," and ITPEU, AFL-CIO, hereinafter referred to as the "Union," as representative of all non-supervisory armed security force employees located at the Federal Buildings in the state of Ohio, for the following districts and surrounding areas: Cincinnati, Dayton, Columbus, and Youngstown, hereinafter referred to as the "Federal facilities," in the mutual interest of the employees and the Company to promote and further the efficiency and economy of operations, to provide orderly and equitable dispositions of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the Parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

This Agreement supersedes any and all prior Agreements between the Company and the Union.

ARTICLE I - UNION RECOGNITION

SECTION A.

The Company hereby recognizes the Union as the sole bargaining agent of all non-supervisory armed security force employees located at the Federal facilities (see Attachment A), excluding all managerial employees, administrative and supervisors, as defined in Section 2 of the National Labor Relations Act, as amended.

SECTION B.

Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employees as are covered by this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

SECTION C.

It is understood by this Section that the parties hereto shall not use a leasing or subcontracting device to evade the terms of this Agreement. The Company shall give a copy of this Agreement to the Contracting Officer wherever this Agreement is applicable.

ARTICLE II - UNION MEMBERSHIP AND CHECK-OFF

SECTION A.

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 B.

The Parties agree that all employees will be informed that the Union is the sole and exclusive Collective Bargaining Agency for the employees in the bargaining unit, and accordingly, they will be represented by the Union for Collective Bargaining purposes. They will be referred to the appropriate local Union Representative for information concerning membership and check off of Union dues and, upon request, they will be given a copy of the Collective Bargaining Agreement by the Union.

The employees will have the right to discontinue membership in accordance with the Dues Deduction Authorization Forms.

SECTION C.

Subject to the limitations of state or federal law, the Company agrees to deduct from the first paycheck earned each calendar month by an employee covered by this Agreement, the 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 Company will be advised by the Union of the exact dollar amount due from each employee.

The authorization form shall be provided by the Union, a copy of which is included as Appendix I. 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, social security numbers, 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) of the month subsequent to the month in which sums were deducted by the Company. The Union shall advise the Company in writing of the amount of dues and the manner in which the same shall be deducted.

Revised May 29, 2007 with the permission of both the IPTEU and General Security Services Corporation

SECTION D.

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 classification not covered by this Agreement.

SECTION E.

The Company will make available to the Union a list of newly hired and terminated employees covered by this Agreement. Such lists will be prepared monthly and will show the name, social security number and address, job classification, and hire or termination date of such employees who are hired or terminated during the month for which the list is prepared.

SECTION F.

The Company shall have the discretion to fill all job openings covered by this Agreement in order to meet the contract requirements. The Company at all times shall be free to advertise and list said job openings with employment agencies and to otherwise fill its job openings from sources available to the Company.

SECTION G.

The Company shall be the judge of the qualifications of all applicants.

SECTION H.

The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Union Security and Membership Article.

ARTICLE III - EQUAL OPPORTUNITY

SECTION A.

In accordance with the established policy of the Company and the Union, the provisions of the Agreement will apply equally to all employees hereunder, regardless of sex, color, age, race, creed or national origin. The Company and the Union also recognize the desirability of providing equal opportunity to all persons and agree to work actively toward the implementation of this policy.

SECTION B.

There will be no discrimination against any employee on account of membership in, or activity on behalf of the Union.

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SECTION C.

Both the Company and the Union endorse a zero tolerance for any form of harassment against a fellow employee, client employee or Federal facility visitor.

ARTICLE IV - ACCESS TO FACILITY

Duly authorized representatives of the Union shall be permitted to investigate the standing of all employees and investigate conditions to see that the Agreement is being enforced, provided that no interview or contact shall be made, held or conducted in any working area, unless prior approval has been given by the highest ranking Company representative then present at the Post. The Union shall obtain permission from the Contracting Office in order to be on each site.

ARTICLE V - PROBATIONARY PERIOD

SECTION A.

Every new or rehired employee, after the effective date of this Contract, shall be on probation for the first ninety (90) working days of employment or reemployment. Employees hired by General Security Services Corporation, as of October 1, 2004, shall have a thirty (30) working day probationary period.

SECTION B.

At any time during a probationary period, an employee (new or rehired) may be discharged for any reason, and any such employee so discharged shall not have the right to file a grievance or have other recourse to the grievance procedure.

SECTION C.

Any employee promoted to a job classification covered by this Collective Bargaining Agreement from a lower paid classification shall be on probation for the first ninety (90) calendar days of employment in the new classification.

At any time during such a probationary period, the Company may, for any reason, return that employee to his former classification, without loss of seniority.

ARTICLE VI - SENIORITY

SECTION A.

It is agreed that the Company and the Union will meet for the purpose of mutually establishing a seniority list for all employees employed in the unit at the time of

Revised May 29, 2007 with the permission of both the IPTEU and General Security Services Corporation

the signing of the Agreement. The purpose of the seniority list will be to establish the amount of vacation time each employee covered by this Agreement is entitled. Said seniority list will be based upon official records of the Union, of the Company, its predecessors and Federal Agencies, as available to the parties. Not later than thirty (30) days prior to the expiration of the Company's contract covering the Federal facility, the Company shall furnish the Union and the successor contractor a list of all its current employees together with their dates of hire and the dates their last vacation pay was paid by the Company. The following Sections in this Article shall become applicable and shall be in full force and effect upon the establishment of said seniority list. Seniority shall, for all purposes of this Article, be on the basis of job classification.

SECTION B.

In the event that the Company finds it necessary to lay off employees for any reason, other than disciplinary, such layoffs shall be on the basis of seniority, and qualifications. The Company shall recall such laid off employees in the reverse order. Senior employees may exercise their seniority rights by taking a job in a lower classification (and reduced rate of pay) in which there is an opening for which they qualify at the time of lay off.

SECTION C.

The Company shall post the work schedule at least four (4) days prior to change in the work schedule unless Government requirements render this advance notice impossible or the same is not practical under the circumstances.

SECTION D.

Except as otherwise provided herein, seniority shall be measured from the date of the employee's starting date at the post with the Company or a predecessor employer engaged in providing similar services at the post, provided there has been no break in seniority under Section E of this Article. Seniority is used for vacation, layoff and recall only.

SECTION E.

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

- fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by this Company to be beyond the control of the employee such as an "Act of God."
- is absent from work without properly notifying the Company of the reason for absence even though the reason for such absence is beyond the control of the

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employee, except for an "Act of God" or in any event, fails to report for work as scheduled without such reason.

- fails, while on layoff, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but not later than five (5) workdays and provided that the employee notifies the Company within forty-eight (48) hours of such notice that he will return to work within the five (5) day period.

It is the obligation of the employee to keep the Company informed of his current address and telephone number within two (2) weeks of any change.

SECTION F.

An employee who has occupied a position with the Company covered by this Agreement and who accepts a position with the Company in a classification not covered by this Agreement will, after ninety (90) days, no longer continue to accrue seniority.

ARTICLE VII - DISCIPLINE

No employee shall be suspended or discharged without just cause and all dismissals will be subject to the Grievance Procedures and Arbitration clause set forth in this Agreement. Discharges occurring during the Probationary Period are not subject to this provision. All reprimands and discharge notices shall be in writing and shall be signed by the Project Manager or acting Project Manager. Copies of the reprimand or discharge notice shall be given to the employee reprimanded or discharged and to the Shop Steward. Three (3) reprimands within any given twenty-four (24) month period may result in immediate dismissal. The following are representative of the types of personal misconduct which may result in immediate termination regardless of the number of prior reprimands: theft, intoxication on the job, failure to perform work as directed, violation of contract provisions, government regulation, applicable Federal and/or State Laws, insubordination, security or safety violations, sleeping at a post, abandoning a post, illegal use of drugs, being under the influence of alcohol or drugs, dishonesty, sexual harassment or fighting. The Company may discipline an employee in accordance with its Work Rules and Standards except insofar as said Work Rules and Standards are in conflict with the terms of this Agreement, in which case, the Agreement shall prevail.

Disciplinary write-ups shall remain in effect for twenty-four (24) months from date of issue. Thereafter, they shall not be used in continuing disciplinary matters.

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ARTICLE VIII - GRIEVANCE PROCEDURE

SECTION A.

A grievance is defined as a claim or dispute by the Company or employee or the Union concerning the interpretation or the application of this Agreement or any amendment thereto.

SECTION B.

The grievance must be presented in writing and filed and processed in accordance with the following exclusive procedures:

STEP 1. The employee who has a grievance shall discuss it with the Project Manager either himself or through his Shop Steward. If the grievance is not settled at the Step One meeting, it may be appealed, in writing, by the employee or by the Shop Steward to the Project Manager to Step 2 within seven (7) calendar days of the Step, 1 meeting. Company grievances shall be processed to beginning with Step 2.

STEP 2. The Union Representative and the Project Manager will discuss the grievance. If the grievance is not disposed of, to the satisfaction of the party filing the grievance at Step 2, the grievance may be appealed to Step 3 by the party or representative of the party filing the grievance by filing a written appeal to the opposing party within seven (7) calendar days after Step 2.

STEP 3. Within seven (7) calendar days after the appeal of the opposing party, the parties (the Company represented by its designated representative and the Union represented by its designated representative(s)) will attempt to settle the grievance. The parties hereto, by mutual agreement in lieu of a face-to-face meeting, may agree to a telephone conference. The party being complained against shall render that party's written decision within seven (7) calendar days of such meeting. If the grievance is not disposed of to the satisfaction of the complaining party, the grievance may be appealed to arbitration by the Company or the Union by lodging a written appeal within twenty (20) calendar days of written receipt of such written decision.

SECTION C.

A grievance involving discharge of any employee shall be brought directly to Step 2 and must be filed within five (5) calendar days of discharge. Non-discharge grievances must be filed within ten (10) calendar days of the grievable activity, or they will be barred.

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SECTION D.

A grievance not involving discharge shall be without effect unless filed in writing within seven (7) calendar days from the date the complaining party discovered the facts or should have discovered the facts giving rise to the grievance.

SECTION E:

Stewards shall be afforded time off without loss of pay to investigate, discuss and present grievances in accordance with Article 12, Section C. Such time shall not exceed four (4) hours per grievance or incident.

SECTION F.

At any step of the grievance procedure, the Company or the Union may designate a substitute for the official designated herein. The Parties may mutually agree that further representatives may be present.

SECTION G.

The time limits set forth in this Article may be extended mutually in writing. Time limits are inclusive of Saturday, Sundays and Holidays agreed upon in this Agreement. The failure of the employee or Union to adhere to the time provisions contained in this Article shall automatically render the grievance null and void and deemed settled by the parties.

ARTICLE IX - ARBITRATION

SECTION A.

Within ten (10) days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) days of the meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall alternately strike. The first person to strike shall be selected by lot. The seventh (7th) remaining person shall thereupon be selected as the impartial arbitrator.

SECTION B.

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his finding and award in writing within thirty (30) calendar days after conclusion of the hearing. The decision of the arbitrator shall be final and binding.

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The arbitrator's authority shall be limited to finding a direct violation of the express purpose of this Agreement or provisions in question rather than an implied or indirect purpose. The arbitrator shall have no authority to modify the discipline imposed unless it can be demonstrated that the Company failed to follow progressive discipline or that the Company did not have "just cause" to impose either suspension or termination.

The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement nor shall the Arbitrator substitute his judgment for that of the Employer. If he should find that the employee was disciplined for just cause resulting in suspension or termination. The hearing will be conducted pursuant to the Uniform Rules of Arbitration.

SECTION C.

The fees of the arbitrator and necessary expenses of any arbitration proceeding shall be borne equally by the Company and the Union except that each party shall pay the fees of its own counsel or representative. If an employee witness is called by the Company, the Company will reimburse for time lost at his regular straight time base rate. If any employee witness is called by the Union or if an employee grievant is present at the hearing, the Union will reimburse such person for time lost.

ARTICLE X - LEAVE OF ABSENCE

SECTION A.

Employees are entitled to request personal unpaid leaves of absence not exceeding twelve (12) weeks for good cause shown. Such leaves of absence may be granted for restoration of health, medical, dental or other treatment, maternity leave and shall not prejudice seniority status for purpose of layoff and recall. Such leaves of absence will only be approved on a case-by-case basis after due consideration of all facts and circumstances, including whether or not FMLA will prevail and relevant business conditions.

SECTION B.

Except as otherwise provided herein, a leave of absence under this Article will not be considered employment time for seniority. For example, an employee works continuously for nine (9) months and will be required to work three (3) more months in order to have one (1) year seniority.

SECTION C.

Upon return from of an unpaid leave of absence, the employee will be returned to work in the first available position for which he can qualify in his job classification on the basis of seniority.

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SECTION D.

An employee who engages in gainful employment without permission from the Company while on leave of absence shall be subject to discharge.

SECTION E.

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 F.

All leaves of absence must be applied for in writing and responded to in writing by the Company.

SECTION G.

Employees on unpaid leaves of absence, which are in excess of thirty (30) days, must make arrangement for insurance coverage. Failure to do so shall result in the loss of coverage.

SECTION H.

The Company recognizes its obligation under the provision of the Uniformed Services Employment and Reemployment Right Act of 1994.

ARTICLE XI - SHOP STEWARDS

SECTION A.

Shop Stewards shall be designated by the Union from the group they are to represent, and the Union will notify the Company of the duly designated Shop Stewards at this post and the effective date on which he assumed said role. Each Federal site shall have one (1) steward and one (1) alternate steward.

SECTION B.

The Shop Stewards shall not interfere with the management of the business or direct any work of any employee, but may advise the Company of any violations of the Agreement and also notify the employee participating therein. Regardless of any such notification by the Shop Steward to an employee, the employee shall obey and comply with any and all lawful directions of the Company supervisor and shall have the right to grieve any perceived violations of this contract.

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ARTICLE XII - WAGES

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

ARTICLE XIII - OVERTIME

SECTION A.

One and one-half (1 1/2) times the hourly rate of pay will be paid for all time worked in excess of forty (40) hours per week.

SECTION B.

Except in an emergency, defined as an "act of God," unforeseen event or the call-off of security force members or unexpected decrease or increase in staffing, an employee cannot be required to work hours other than those hours previously scheduled. In filling available overtime, the Company will first request volunteers on shift. If unsuccessful, the Company will require on a rotating basis starting at the bottom of the seniority list. Once forced, the employee will then go to the top of the list. An employee who is called in prior to his scheduled shift or held over after his scheduled shift will not have his regular scheduled shift hours changed to accommodate these increased hours.

SECTION C.

No overtime will be worked except by prior direction of the proper supervisory personnel of the Company.

ARTICLE XIV - HEALTH AND WELFARE

The Company shall pay the Health and Welfare Benefits as set forth in the applicable Appendix attached hereto, not to exceed eight (8) hours per day or forty (40) hours per week for each employee.

ARTICLE XV - SICK TIME

The Company will pay sick time benefits consistent with the provisions set forth in Appendix A.

ARTICLE XVI - HOLIDAYS

SECTION A.

All employees will be compensated at the hourly base rate of pay for those holidays set forth herein. In computing the number of hours for which an employee is entitled to compensation, the proportion which the average number of hours worked by an employee during the preceding normal workweek bears to forty (40) hours shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example, if an employee worked thirty (30) hours during the normal workweek preceding the holiday week, his holiday pay would be computed by taking 3/4 (30/40) of eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay.

The recognized holidays are as follows:

- | | |
|-----------------|-------------------------------|
| NEW YEAR'S DAY | MARTIN LUTHER KING'S BIRTHDAY |
| PRESIDENT'S DAY | GOOD FRIDAY |
| MEMORIAL DAY | INDEPENDENCE DAY |
| LABOR DAY | VETERAN'S DAY |
| COLUMBUS DAY | THANKSGIVING DAY |
| CHRISTMAS DAY | EMPLOYEE'S BIRTHDAY |

SECTION B.

Any work performed on a holiday will be paid at the employee's regular rate of pay in addition to the holiday pay. If any of the named holidays fall on a non-working day, the employees shall receive pay for the average number of hours normally worked in lieu of the observance their base rate of pay compensation for work performed.

SECTION C.

In the event that one of the holidays shall occur during the employee's earned time off, the employee will receive eight hours of holiday pay.

SECTION D.

In order for an employee to qualify for a paid holiday, he must have worked his full regularly scheduled workday immediately preceding the holiday and his regularly scheduled workday immediately following the holiday, unless excused by reason of bereavement leave, or other good cause.

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ARTICLE XVII – UNIFORMS

The Company shall provide three (3) uniforms per year. The Company provides a sufficient quantity, minimum of three (3) uniforms per employee, with part-time guards receiving no less than one (1) uniform. The successor contractor must provide new uniforms on or before the Government Contract start date to each employee.

Upon termination of employment, all clothing and equipment shall be returned to the Employer. Returned clothing shall be cleaned and pressed and returned on hangers. The Union agrees that all employees, at the time of hire, shall give written authorization allowing the Employer to deduct from the employee's final paycheck the cost of all unreturned clothing and equipment. In the event returned clothing is not cleaned, the Employee shall authorize deduction for cleaning cost. The deduction for such missing items or cost of cleaning shall be the actual cost to the Employer.

ARTICLE XVIII - JURY DUTY

SECTION A.

Full-time non-probationary employees who serve on a Jury shall be paid his regularly scheduled hours not to exceed eight (8) hours per day for a maximum of ten (10) days. The employee will remit to the Company the amount he receives for such jury service.

SECTION B.

If the employee is released from the Jury during, or for part of the workday, he will immediately contact the Supervisor/Project Manager. If the Supervisor/Project Manager requests, the employee shall report to the work site for duty. Continued absence while temporarily released from Jury Duty will not be approved. Employees must bring a statement from the Clerk of Court stating the amount of time and the date he actually served on Jury Duty.

ARTICLE XIX - COMPANY REGULATIONS

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. Copies of Rules and Regulations so imposed will be made available to the Union upon request. The Union will be advised, to the degree possible, of any proposed changes to Company Rules and Regulations and the Company will meet if requested by the Union to discuss said changes.

ARTICLE XX - NO STRIKE - NO LOCKOUT

SECTION A.

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, 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 Federal, State, or Local Law by the Company. Any employee or employees who violate the provisions of this article will be subject to disciplinary action up to and including termination.

SECTION B.

During the term of this Agreement, the Company will not lock out the employees.

ARTICLE XXI - EMPLOYEE INJURY

An employee injured during working hours shall receive the rest of the day off without loss of pay, provided that the injuries are such that a doctor orders the employee not to return to work. In accordance with Company policy, the 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 will report the injury or injuries "DURING THE SAME WORK SHIFT" that the employee is working when the injury occurred. 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 XXII - DRUG AND ALCOHOL POLICY

The Parties recognize that in the security business, the use of controlled substances or alcohol which cause intoxication or impairment on-the-job poses risks to the Company, the affected employee, his co-workers, and the public. An employee cannot perform his work adequately if he is under the influence of illegal drugs or alcohol, and an employee under the influence of drugs or alcohol also presents a danger to himself and to others. Unlawful use of drugs and the abuse of alcohol when not on duty raise serious questions concerning the employee's competency to perform security work and is grounds for revocation of his firearms permit. It is the Company's policy to maintain a drug-free workplace. The Company and the Union agree to abide by the Companies' drug-free workplace policy.

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ARTICLE XXIII - GOVERNMENT REQUIREMENTS

SECTION A.

The Union agrees to cooperate with the Company in all matters required by the United States Government, and the union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities which the United States Government may exercise.

The Union agrees that any actions taken by the Company pursuant to a requirement or directive including the denial or withdrawal of access of the United States Government shall not constitute a breach of this Agreement. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussions with the Union upon request, concerning the effects of any substantial or material change in terms or conditions of employment which might result from action taken to meet such Government requirements.

The Union and Company recognize and will abide by Executive Order 11246 and 11247 and Title VII of the Civil Rights Act of 1964 and all related rules, laws, regulations and amendments.

SECTION B.

The Union and Company recognizes and will abide by all related rules, laws, regulations and amendments concerning the various Drug Free Workplace statutes.

ARTICLE XXIV - GENERAL

SECTION A.

This Agreement, and the Addendum hereto, when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole Agreement between them involving the employees covered by this Agreement. Any alteration or modification of this Agreement must be made by and between the Parties hereto and must be made in writing.

SECTION B.

In the event any provision of this Agreement or any Addendum hereto is declared invalid by any competent Court or Governmental Agency on account of existing or future legislation, such invalidation shall not affect the remaining provisions of this Agreement and the Addendum hereto.

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SECTION C.

Employees entering the service of the Company will be required to successfully pass a physical examination and drug screen, physical test and weapons test, specified by the Company's contract with the U.S. Government and Company Policy. At any time thereafter, an employee may be subject to further physical examinations and testing during the course of his employment or recall to service after leave of absence. Any Company-directed physical or drug testing will be at the Company's expense.

SECTION D.

Employees are required as a condition of employment or continued employment to possess certain security clearances, licenses and/or certifications (including weapons' certifications) and qualify under AR 190-56, Individual Reliability Program. These requirements are subject to modification as determined by the client; i.e.,

SECTION E.

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 immediate discharge for cause.

SECTION F.

The Company may provide space, where available, at each facility, for use by the Union for posting notices.


ARTICLE XXV - MANAGEMENT RIGHTS

SECTION A.

Except as provided elsewhere in this Agreement, the Company has the full right and authority to administer and/or manage the Company's business, including but not limited to the direction of the working force, the right to plan, direct, to schedule and reschedule, expand, reduce and control operations, to hire, to assign, to transfer, to suspend, to discipline or to discharge for just cause, to relieve employees from duty because of lack of work or at client's request, all of which shall be exclusively vested with the Company. In the event, the client refuses to make such request in writing, the Company shall acknowledge, in writing to the Union, the fact that the employee has been denied access to the site by client. The right to introduce any new methods and to make such reasonable rules and regulations as may be necessary for the successful operations of the facility involved herein shall be vested inclusively in the Company.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
17th day of August, 2007.

**For the Union:
ITPEU, AFL-CIO**



E. Charles Hampton
Representative

**For the Company:
General Services Security Corporation**



Brian Morris
Director of Government Operations

SUPPLEMENTAL AGREEMENT # 2

THIS AGREEMENT is entered into by and between **General Security Services Corporation** (hereinafter referred to as the Company) and the **ITPEU, AFL-CIO** (hereinafter referred to as the Union) as representative of the Company's guard employees located at the federal buildings in Columbus, Ohio

WHEREAS, the parties hereto entered into an Agreement on the 1st day of **October, 2004**, and,

WHEREAS, except as specifically modified herein, all terms and conditions of the Agreement referred to above, including any Supplemental Agreements shall remain in full force and effect.

NOW, THEREFORE, it is mutually agreed that said Agreement is amended as follows:

APPENDIX "A"

Wages

	<u>Current:</u>	<u>Effective October 1, 2007:</u>
Unarmed	\$9.59	\$9.97
Armed	\$15.59	\$16.21
		<u>Effective October 1, 2008</u>
		\$10.36
		\$16.85
		<u>Effective October 1, 2009</u>
		\$10.77
		\$17.52

Appendix "B"

Health and Welfare

Current:

(A) The Company shall contribute to the ITPE Health and Welfare Fund the sum of three dollars and one cents (\$3.01) for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week.

(B) Contributions for Family or Medical Leave:

The Company shall contribute three dollars and one cent (\$3.01) per hour to the ITPE Health and Welfare Fund on behalf of any employee who is on a family or medical leave of absence under the Federal Family and Medical Leave Act. In order to be eligible for such contributions, an employee must have worked for the Company for a total of at least twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked in a twelve week period preceding the family or medical leave period, this will include the calculation of any vacation, holiday, and/or sick leave taken.

All vacation and sick leave must be exhausted prior to family and/or medical leave commencement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Fund and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the board of trustees of such fund.

(C) Effective October 1, 2007:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of three dollars sixteen cents (\$3.16) for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week.

(D) Effective October 1, 2008:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of three dollars thirty one cents (\$3.31) for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week. . Both parties agree to review the current wage determination with reference to the health and welfare contribution for 2008 and utilize that amount.

(E) Effective October 1, 2009:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of three dollars and forty seven cents (\$3.47) for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week. . Both parties agree to review the current wage determination with reference to the health and welfare contribution for 2009 and utilize that amount.

Appendix "C"

Vacation

Current and Effective October 1, 2007:

After one (1) year of service, two (2) weeks of paid vacation.
After five (5) years of service, three (3) weeks of paid vacation.
After fifteen (15) years of service, four (4) weeks of paid vacation.

Length of service includes the whole span of continuous service with present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same federal facility.

Vacations will not be accumulated from year to year nor taken back to back. If the company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his vacation in more than one segment, with consent of the Company. An employee will receive an extra day's vacation or be paid an extra day's pay for a paid holiday, which falls within his vacation period. Temporary layoffs or leaves of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation, and shall be counted toward the required year for each vacation period.

Vacation pay as listed is for full time employees; otherwise the benefit will be prorated accordingly to the amount of hours performed.

APPENDIX "D"

Holidays

Current and Effective October 1, 2007:

- | | |
|------------------------------|-------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin L. King's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | 12. Employee's Birthday |

For an employee to qualify for a paid holiday, he must have worked his regularly scheduled work day immediately preceding the holiday and his regularly scheduled work day immediately following the holiday, except for reason of proven illness, bereavement, leave or other good cause agreed to by the Company.

In computing the number of hours for which an employee is entitled to compensation at the hourly base rate of pay, the proportion which the average number of hours worked by an employee during the preceding normal work week bears to forty (40) hours shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example: if an employee worked thirty (30) hours during the normal work week preceding the holiday week, his holiday pay would be computed by taking $\frac{3}{4}$ (30/40) of eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay.

APPENDIX "E"

Uniforms

Current and Effective October 1, 2007:

The Company shall provide three (3) uniforms. The Company provides a sufficient quantity, minimum of three (3) uniforms per employee, with part-time guards receiving no less than one (1) uniform. The successor contractor must provide new uniforms on or before the government contract start date to each employee.

APPENDIX "F"

Bereavement Leave

Current and Effective October 1, 2007:

In the instance of death of a member of the immediate family of an employee, the company will grant a paid leave of not to exceed three (3) days annually to enable such employee to attend the funeral and otherwise assist in the burial of such member of the family. A day's pay will consist of the employee's regular base rate for the hours scheduled during the days during which his bereavement occurs, and shall be applicable only to days within his regular workweek. The term "immediate family" as used herein, shall refer to the following members only: **MOTHER, FATHER, SPOUSE, CHILDREN, SIBLINGS, GRANDPARENTS, AND GRANDCHILDREN**. No employee entitled to leave under this article shall receive such benefits unless he gives reasonable notice (48 hours) to the Company prior to taking time off for bereavement purposes and provides appropriate documentation of his bereavement to the Company.

APPENDIX "G"

Sick Leave

Current and Effective October 1, 2007:

All employees shall accrue sick leave at the rate of one (1) day of sick leave for every two (2) months worked, not to exceed six (6) days per year. It shall be required of employees to submit to the employer proof of illness from a doctor for absences of two (2) or more days before receiving sick pay. The employer retains the right to request verification of illness after a one (1) day absence in cases of suspected abuse i.e. day prior to scheduled days off, absences after requests for time off have been rejected, etc.

All sick leave benefits shall be accumulative from year to year and all unused sick leave benefits shall be **paid to all employees in cash at the end of each Government contract year**, or upon termination of the incumbent company's contract with the government or when an employee leaves the employment of the Company, provided the employee gave the Company at least two (2) weeks written notice of his termination.

APPENDIX "H"

Pension

(A) Current:

The Company shall contribute to the ITPE Pension Fund the sum of forty cents (\$0.40) for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Fund and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the board of trustees of such Fund.

(B) Effective October 1, 2007:

The Company shall contribute to the ITPE Pension Fund the sum of fifty cents (\$0.50) for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

(C) Effective October 1, 2008:

The Company shall contribute to the ITPE Pension Fund the sum of sixty cents (\$0.60) for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

(D) Effective October 1, 2009:

The Company shall contribute to the ITPE Pension Fund the sum of seventy cents (\$0.70) for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

APPENDIX "I"

Jury Duty

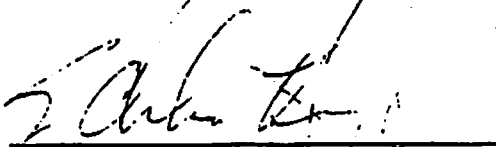
Current and Effective October 1, 2007:

If an employee is summoned to serve on the jury on his regular scheduled work day, he shall be paid the difference between the amount received for jury duty and his usual rate of pay, up to eighty (\$0) hours per year.

To be eligible for this compensation, at the time the employee makes request for payment, the employee shall furnish the employer a written statement from the clerk of the court showing that he was summoned along with the amount received for jury duty.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
17th day of August, 2007.

**For the Union;
ITPEU, AFL-CIO**



**E. Charles Hampton
Representative**

**For the Company:
General Services Security Corporation**



**Brian Morris
Director of Government Operations**

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between **General Security Services Corporation** (hereinafter referred to as the Company) and the **ITPEU, AFL-CIO** (hereinafter referred to as the Union) as representative of the Company's guard employees located at the federal buildings in **Dayton, Ohio**.

WHEREAS, the parties hereto entered into an Agreement on the 1st day of **October, 2004**, and,

WHEREAS, except as specifically modified herein, all terms and conditions of the Agreement referred to above, including any Supplemental Agreements shall remain in full force and effect.

NOW, THEREFORE, it is mutually agreed that said Agreement is amended as follows: **August 15, 2007**

APPENDIX "A"

Wages

	<u>Current:</u>	<u>Effective October 1, 2007:</u>
Unarmed	\$9.59	\$9.97
Armed	\$15.89	\$16.52
		<u>Effective October 1, 2008</u>
		\$10.36
		\$17.18
		<u>Effective October 1, 2009</u>
		\$10.77
		\$17.86

Appendix "B"

Health and Welfare

Current:

(A) The Company shall contribute to the ITPE Health and Welfare Fund the sum of **three dollars and one cents (\$3.01)** for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week.

(B) **Contributions for Family or Medical Leave:**

The Company shall contribute **three dollars and one cent (\$3.01)** per hour to the ITPE Health and Welfare Fund on behalf of any employee who is on a family or medical leave of absence under the Federal Family and Medical Leave Act. In order to be eligible for such contributions, an employee must have worked for the Company for a total of at least twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked in a twelve week period preceding the family or medical leave period, this will include the calculation of any vacation, holiday, and/or sick leave taken.

All vacation and sick leave must be exhausted prior to family and/or medical leave commencement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Fund and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the board of trustees of such fund.

(C) **Effective October 1, 2007:**

The Company shall contribute to the ITPE Health and Welfare Fund the sum of **three dollars sixteen cents (\$3.16)** for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week.

(D) Effective October 1, 2008:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of three dollars thirty one cents (\$3.31) for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week. . Both parties agree to review the current wage determination with reference to the health and welfare contribution for 2008 and utilize that amount.

(E) Effective October 1, 2009:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of three dollars and forty seven cents (\$3.47) for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week. . Both parties agree to review the current wage determination with reference to the health and welfare contribution for 2009 and utilize that amount.

Appendix "C"

Vacation

Current and Effective October 1, 2007:

- After one (1) year of service, two (2) weeks of paid vacation.
- After five (5) years of service, three (3) weeks of paid vacation.
- After fifteen (15) years of service, four (4) weeks of paid vacation.

Length of service includes the whole span of continuous service with present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same federal facility.

Vacations will not be accumulated from year to year nor taken back to back. If the company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his vacation in more than one segment, with consent of the Company. An employee will receive an extra day's vacation or be paid an extra day's pay for a paid holiday, which falls within his vacation period. Temporary layoffs or leaves of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation, and shall be counted toward the required year for each vacation period.

Vacation pay as listed is for full time employees; otherwise the benefit will be prorated accordingly to the amount of hours performed.

APPENDIX "D"

Holidays

Current and Effective October 1, 2007:

- | | |
|------------------------------|-------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin L. King's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | 12. Employee's Birthday |

For an employee to qualify for a paid holiday, he must have worked his regularly scheduled work day immediately preceding the holiday and his regularly scheduled work day immediately following the holiday, except for reason of proven illness, bereavement, leave or other good cause agreed to by the Company.

In computing the number of hours for which an employee is entitled to compensation at the hourly base rate of pay, the proportion which the average number of hours worked by an employee during the preceding normal work week bears to forty (40) hours shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example: if an employee worked thirty (30) hours during the normal work week preceding the holiday week, his holiday pay would be computed by taking $\frac{3}{4}$ (30/40) of eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay.

APPENDIX "E"

Uniforms

Current and Effective October 1, 2007:

The Company shall provide three (3) uniforms. The Company provides a sufficient quantity, minimum of three (3) uniforms per employee, with part-time guards receiving no less than one (1) uniform. The successor contractor must provide new uniforms on or before the government contract start date to each employee.

APPENDIX "F"

Bereavement Leave

Current and Effective October 1, 2007:

In the instance of death of a member of the immediate family of an employee, the company will grant a paid leave of not to exceed three (3) days annually to enable such employee to attend the funeral and otherwise assist in the burial of such member of the

family. A day's pay will consist of the employee's regular base rate for the hours scheduled during the days during which his bereavement occurs, and shall be applicable only to days within his regular workweek. The term "immediate family" as used herein, shall refer to the following members only: **MOTHER, FATHER, SPOUSE, CHILDREN, SIBLINGS, GRANDPARENTS, AND GRANDCHILDREN**. No employee entitled to leave under this article shall receive such benefits unless he gives reasonable notice (48 hours) to the Company prior to taking time off for bereavement purposes and provides appropriate documentation of his bereavement to the Company.

APPENDIX "G"

Sick Leave

Current and Effective October 1, 2007:

All employees shall accrue sick leave at the rate of one (1) day of sick leave for every two (2) months worked, not to exceed six (6) days per year. It shall be required of employees to submit to the employer proof of illness from a doctor for absences of two (2) or more days before receiving sick pay. The employer retains the right to request verification of illness after a one (1) day absence in cases of suspected abuse i.e. day prior to scheduled days off, absences after requests for time off have been rejected, etc.

All sick leave benefits shall be accumulative from year to year and all unused sick leave benefits shall be **paid to all employees in cash at the end of each Government contract year**, or upon termination of the incumbent company's contract with the government or when an employee leaves the employment of the Company, provided the employee gave the Company at least two (2) weeks written notice of his termination.

APPENDIX "H"

Pension

(A) Current:

The Company shall contribute to the ITPE Pension Fund the sum of forty cents (\$0.40) for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Fund and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the board of trustees of such Fund.

(B) Effective October 1, 2007:

The Company shall contribute to the ITPE Pension Fund the sum of **fifty cents (\$0.50)** for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

(C) Effective October 1, 2008:

The Company shall contribute to the ITPE Pension Fund the sum of **sixty cents (\$0.60)** for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

(D) Effective October 1, 2009:

The Company shall contribute to the ITPE Pension Fund the sum of **seventy cents (\$0.70)** for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

APPENDIX "I"

Jury Duty

Current and Effective October 1, 2007:

If an employee is summoned to serve on the jury on his regular scheduled work day, he shall be paid the difference between the amount received for jury duty and his usual rate of pay, up to **eighty (80) hours** per year.

To be eligible for this compensation, at the time the employee makes request for payment, the employee shall furnish the employer a written statement from the clerk of the court showing that he was summoned along with the amount received for jury duty.

SUPPLEMENTAL AGREEMENT # 2

THIS AGREEMENT, is entered into by and between **General Security Services Corporation** (hereinafter referred to as the Company) and the **ITPEU, AFL-CIO** (hereinafter referred to as the Union) as representative of the Company's guard employees located at the federal buildings in **Youngstown Ohio**

WHEREAS, the parties hereto entered into an Agreement on the 1st day of **October, 2004**, and,

WHEREAS, except as specifically modified herein, all terms and conditions of the Agreement referred to above, including any Supplemental Agreements shall remain in full force and effect.

NOW, THEREFORE, it is mutually agreed that said Agreement is amended as follows:

APPENDIX "A"

Wages

	<u>Current:</u>	<u>Effective October 1, 2007:</u>
Unarmed	\$9.59	\$9.97
Armed	\$17.13	\$17.81
		<u>Effective October 1, 2008</u>
		\$10.36
		\$18.52
		<u>Effective October 1, 2009</u>
		\$10.77
		\$19.26

Appendix "B"

Health and Welfare

Current:

(A) The Company shall contribute to the ITPE Health and Welfare Fund the sum of **three dollars and fifteen cents (\$3.15)** for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week.

(B) Contributions for Family or Medical Leave:

The Company shall contribute **three dollars and fifteen (\$3.15)** per hour to the ITPE Health and Welfare Fund on behalf of any employee who is on a family or medical leave of absence under the Federal Family and Medical Leave Act. In order to be eligible for such contributions, an employee must have worked for the Company for a total of at least twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked in a twelve week period preceding the family or medical leave period, this will include the calculation of any vacation, holiday, and/or sick leave taken.

All vacation and sick leave must be exhausted prior to family and/or medical leave commencement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Fund and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the board of trustees of such fund.

(C) Effective October 1, 2007:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of **three dollars sixteen cents (\$3.16)** for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week.

(D) Effective October 1, 2008:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of three dollars thirty one cents (\$3.31) for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week. . Both parties agree to review the current wage determination with reference to the health and welfare contribution for 2008 and utilize that amount.

(E) Effective October 1, 2009:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of three dollars and forty seven cents (\$3.47) for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week. . Both parties agree to review the current wage determination with reference to the health and welfare contribution for 2009 and utilize that amount.

Appendix "C"

Vacation

Current and Effective October 1, 2007:

After one (1) year of service, two (2) weeks of paid vacation.

After five (5) years of service, three (3) weeks of paid vacation.

After fifteen (15) years of service, four (4) weeks of paid vacation.

Length of service includes the whole span of continuous service with present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same federal facility.

Vacations will not be accumulated from year to year nor taken back to back. If the company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his vacation in more than one segment, with consent of the Company. An employee will receive an extra day's vacation or be paid an extra day's pay for a paid holiday, which falls within his vacation period. Temporary layoffs or leaves of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation, and shall be counted toward the required year for each vacation period.

Vacation pay as listed is for full time employees; otherwise the benefit will be prorated accordingly to the amount of hours performed.

APPENDIX "D"

Holidays

Current and Effective October 1, 2007:

- | | |
|------------------------------|-------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin L. King's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | 12. Employee's Birthday |

For an employee to qualify for a paid holiday, he must have worked his regularly scheduled work day immediately preceding the holiday and his regularly scheduled work day immediately following the holiday, except for reason of proven illness, bereavement, leave or other good cause agreed to by the Company.

In computing the number of hours for which an employee is entitled to compensation at the hourly base rate of pay, the proportion which the average number of hours worked by an employee during the preceding normal work week bears to forty (40) hours shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example: if an employee worked thirty (30) hours during the normal work week preceding the holiday week, his holiday pay would be computed by taking $\frac{3}{4}$ ($\frac{30}{40}$) of eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay.

APPENDIX "E"

Uniforms

Current and Effective October 1, 2007:

The Company shall provide three (3) uniforms. The Company provides a sufficient quantity, minimum of three (3) uniforms per employee, with part-time guards receiving no less than one (1) uniform. The successor contractor must provide new uniforms on or before the government contract start date to each employee.

APPENDIX "F"

Bereavement Leave

Current and Effective October 1, 2007:

In the instance of death of a member of the immediate family of an employee, the company will grant a paid leave of not to exceed three (3) days annually to enable such employee to attend the funeral and otherwise assist in the burial of such member of the

family. A day's pay will consist of the employee's regular base rate for the hours scheduled during the days during which his bereavement occurs, and shall be applicable only to days within his regular workweek. The term "immediate family" as used herein, shall refer to the following members only: **MOTHER, FATHER, SPOUSE, CHILDREN, SIBLINGS, GRANDPARENTS, AND GRANDCHILDREN.** No employee entitled to leave under this article shall receive such benefits unless he gives reasonable notice (48 hours) to the Company prior to taking time off for bereavement purposes and provides appropriate documentation of his bereavement to the Company.

APPENDIX "G"

Sick Leave

Current and Effective October 1, 2007:

All employees shall accrue sick leave at the rate of one (1) day of sick leave for every two (2) months worked, not to exceed six (6) days per year. It shall be required of employees to submit to the employer proof of illness from a doctor for absences of two (2) or more days before receiving sick pay. The employer retains the right to request verification of illness after a one (1) day absence in cases of suspected abuse i.e. day prior to scheduled days off, absences after requests for time off have been rejected, etc.

All sick leave benefits shall be accumulative from year to year and all unused sick leave benefits shall be **paid to all employees in cash at the end of each Government contract year**, or upon termination of the incumbent company's contract with the government or when an employee leaves the employment of the Company, provided the employee gave the Company at least two (2) weeks written notice of his termination.

APPENDIX "H"

Pension

(A) Current:

The Company shall contribute to the ITPE Pension Fund the sum of fifty cents (\$0.50) for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Fund and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the board of trustees of such Fund.

(B) Effective October 1, 2007:

The Company shall contribute to the ITPE Pension Fund the sum of **fifty cents (\$0.50)** for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

(C) Effective October 1, 2008:

The Company shall contribute to the ITPE Pension Fund the sum of **sixty cents (\$0.60)** for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

(D) Effective October 1, 2009:

The Company shall contribute to the ITPE Pension Fund the sum of **seventy cents (\$0.70)** for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

APPENDIX "I"

Jury Duty

Current and Effective October 1, 2007:

If an employee is summoned to serve on the jury on his regular scheduled work day, he shall be paid the difference between the amount received for jury duty and his usual rate of pay, up to **eighty (80) hours** per year.

To be eligible for this compensation, at the time the employee makes request for payment, the employee shall furnish the employer a written statement from the clerk of the court showing that he was summoned along with the amount received for jury duty.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
17th day of August, 2007.

**For the Union:
ITPEU, AFL-CIO**

**For the Company:
General Services Security Corporation**



**E. Charles Hampton
Representative**



**Brian Morris
Director of Government Operations**

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between **General Security Services Corporation** (hereinafter referred to as the **Company**) and the **ITPEU, AFL-CIO** (hereinafter referred to as the **Union**) as representative of the **Company's guard employees** located at the federal buildings in **Cincinnati, Ohio**.

WHEREAS, the parties hereto entered into an Agreement on the **1st** day of **October, 2004**, and,

WHEREAS, except as specifically modified herein, all terms and conditions of the Agreement referred to above, including any Supplemental Agreements shall remain in full force and effect.

NOW, THEREFORE, it is mutually agreed that said Agreement is amended as follows:

APPENDIX "A"

Wages

	<u>Current:</u>	<u>Effective October 1, 2007:</u>
Unarmed	\$10.65	\$11.08
Armed	\$18.31	\$19.04
		<u>Effective October 1 2008</u>
Unarmed		\$11.52
		\$19.80
		<u>Effective October 1, 2009</u>
		\$11.98
		\$20.59

Appendix "B"

Health and Welfare

Current:

(A) The Company shall contribute to the ITPE Health and Welfare Fund the sum of **three dollars and one cents (\$3.01)** for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week.

(B) Contributions for Family or Medical Leave:

The Company shall contribute **three dollars and one cent (\$3.01)** per hour to the ITPE Health and Welfare Fund on behalf of any employee who is on a family or medical leave of absence under the Federal Family and Medical Leave Act. In order to be eligible for such contributions, an employee must have worked for the Company for a total of at least twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked in a twelve week period preceding the family or medical leave period, this will include the calculation of any vacation, holiday, and/or sick leave taken.

All vacation and sick leave must be exhausted prior to family and/or medical leave commencement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Fund and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the board of trustees of such fund.

(C) Effective October 1, 2007:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of **three dollars sixteen cents (\$3.16)** for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week.

(D) Effective October 1, 2008:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of three dollars thirty one cents (\$3.31) for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week. . Both parties agree to review the current wage determination with reference to the health and welfare contribution for 2008 and utilize that amount.

(E) Effective October 1, 2009:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of three dollars and forty seven cents (\$3.47) for all straight time worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week. . Both parties agree to review the current wage determination with reference to the health and welfare contribution for 2009 and utilize that amount.

Appendix "C"

Vacation

Current and Effective October 1, 2007:

After one (1) year of service, two (2) weeks of paid vacation.

After five (5) years of service, three (3) weeks of paid vacation.

After fifteen (15) years of service, four (4) weeks of paid vacation.

Length of service includes the whole span of continuous service with present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same federal facility.

Vacations will not be accumulated from year to year nor taken back to back. If the company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his vacation in more than one segment, with consent of the Company. An employee will receive an extra day's vacation or be paid an extra day's pay for a paid holiday, which falls within his vacation period. Temporary layoffs or leaves of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation, and shall be counted toward the required year for each vacation period.

Vacation pay as listed is for full time employees; otherwise the benefit will be prorated accordingly to the amount of hours performed.

APPENDIX "D"

Holidays

Current and Effective October 1, 2007:

- | | |
|------------------------------|-------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin L. King's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | 12. Employee's Birthday |

For an employee to qualify for a paid holiday, he must have worked his regularly scheduled work day immediately preceding the holiday and his regularly scheduled work day immediately following the holiday, except for reason of proven illness, bereavement, leave or other good cause agreed to by the Company.

In computing the number of hours for which an employee is entitled to compensation at the hourly base rate of pay, the proportion which the average number of hours worked by an employee during the preceding normal work week bears to forty (40) hours shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example: if an employee worked thirty (30) hours during the normal work week preceding the holiday week, his holiday pay would be computed by taking $3/4$ ($30/40$) of eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay.

APPENDIX "E"

Uniforms

Current and Effective October 1, 2007:

The Company shall provide three (3) uniforms. The Company provides a sufficient quantity, minimum of three (3) uniforms per employee, with part-time guards receiving no less than one (1) uniform. The successor contractor must provide new uniforms on or before the government contract start date to each employee.

APPENDIX "F"

Bereavement Leave

Current and Effective October 1, 2007:

In the instance of death of a member of the immediate family of an employee, the company will grant a paid leave of not to exceed three (3) days annually to enable such employee to attend the funeral and otherwise assist in the burial of such member of the

family. A day's pay will consist of the employee's regular base rate for the hours scheduled during the days during which his bereavement occurs, and shall be applicable only to days within his regular workweek. The term "immediate family" as used herein, shall refer to the following members only: **MOTHER, FATHER, SPOUSE, CHILDREN, SIBLINGS, GRANDPARENTS, AND GRANDCHILDREN**. No employee entitled to leave under this article shall receive such benefits unless he gives reasonable notice (48 hours) to the Company prior to taking time off for bereavement purposes and provides appropriate documentation of his bereavement to the Company.

APPENDIX "G"

Sick Leave

Current and Effective October 1, 2007:

All employees shall accrue sick leave at the rate of one (1) day of sick leave for every two (2) months worked, not to exceed six (6) days per year. It shall be required of employees to submit to the employer proof of illness from a doctor for absences of two (2) or more days before receiving sick pay. The employer retains the right to request verification of illness after a one (1) day absence in cases of suspected abuse i.e. day prior to scheduled days off, absences after requests for time off have been rejected, etc.

All sick leave benefits shall be accumulative from year to year and all unused sick leave benefits shall be paid to all employees in cash at the end of each Government contract year, or upon termination of the incumbent company's contract with the government or when an employee leaves the employment of the Company, provided the employee gave the Company at least two (2) weeks written notice of his termination.

APPENDIX "H"

Pension

(A) Current:

The Company shall contribute to the ITPE Pension Fund the sum of forty cents (\$0.40) for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Fund and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the board of trustees of such Fund.

(B) Effective October 1, 2007:

The Company shall contribute to the ITPE Pension Fund the sum of fifty cents (\$0.50) for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

(C) Effective October 1, 2008:

The Company shall contribute to the ITPE Pension Fund the sum of sixty cents (\$0.60) for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

(D) Effective October 1, 2009:

The Company shall contribute to the ITPE Pension Fund the sum of seventy cents (\$0.70) for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

APPENDIX "I"

Jury Duty

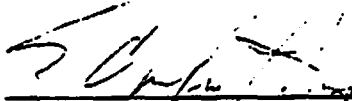
Current and Effective October 1, 2007:

If an employee is summoned to serve on the jury on his regular scheduled work day, he shall be paid the difference between the amount received for jury duty and his usual rate of pay, up to eighty (80) hours per year.

To be eligible for this compensation, at the time the employee makes request for payment, the employee shall furnish the employer a written statement from the clerk of the court showing that he was summoned along with the amount received for jury duty.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
17th day of August, 2007.

**For the Union:
ITPEU, AFL-CIO**



**E. Charles Hampton
Representative**

**For the Company:
General Services Security Corporation**



**Brian Morris
Director of Government Operations**

Agreement

Between

General Security Services Corporation

And

**United Government Security Officers of America
(UGSOA)**

Cleveland, Ohio – Local 241

And

Toledo, Ohio – Local 231

Effective Dates

October 1, 2007

To

September 30, 2010

**Agreement between General Security Services Corporation and
United Government Security Officers of America (UGSOA)
Cleveland, Toledo, Ohio locals #241 and #231**

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PREAMBLE

THIS AGREEMENT is entered into by and between General Security Services Corporation, hereinafter referred to as the "Company," and UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA), and its local 231/241, hereinafter referred to as the "Union," as representative of employees identified in Article 1 .A. of this Agreement, in the mutual interest of the employees and the Company to promote and further the efficiency and economy of operations, to provide orderly and equitable dispositions of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the Parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

This Agreement supersedes and revokes any and all prior Agreements and practices between the Company and the Union.

ARTICLE 1- UNION RECOGNITION

SECTION A

The Company hereby recognizes the Union as the sole bargaining agent of all employees covered by the Certification of Representative in NLRB Case No. 8-RC-16576 in the following unit: all full-time and regular part-time security guards employed by the Company in the Toledo operating area including the guards for the Department of Homeland Security guarding the properties in and around the Federal Courthouse in Toledo, Ohio, (Local 231) the guards for the Social Security offices in and around Toledo, Ohio, Bowling Green, Ohio, Sandusky, Ohio, Fremont, Ohio, Findlay, Ohio, Defiance, Ohio, and Lima, Ohio, the guards for the United States Attorneys offices in and around Toledo, Ohio, and the guards for the IRS offices in the Toledo, Ohio and Lima, Ohio areas (collectively, "the Federal facilities"), Also included is Cleveland (Local 241) operating area including the guards for the Department of Homeland Security guarding the properties in and around the Federal Courthouse and Federal Office Building's around Cleveland, Ohio. This also includes the guards for the Social Security offices in and around Cleveland, Ohio, FBI Office, Cleveland, Ohio, DOJ Anti Trust Division, Cleveland Ohio, guards for the Environmental Protection Agency, Cleveland, Ohio, Veterans Administration, Cleveland, Ohio, Military Entrance Processing Station, Cleveland, Ohio and the guards for the IRS offices in Cleveland, Ohio, areas (collectively, "the Federal facilities"), but excluding all office clerical employees, professional employees, managers, non-security personnel, temporarily assigned, substituted, and casual employees and supervisors as defined by the National Labor Relations Act, as amended. The Contract with the Government covering the

security services provided under this Agreement is Number GS05P04GCD0005 ("the Contract").

SECTION B

Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employees as are covered by this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

SECTION C

It is understood by this Section that the parties hereto shall not use a leasing or subcontracting device to evade the terms of this Agreement. The Company shall give a copy of this Agreement to the Government Contracting Officer when fully executed.

ARTICLE 2- UNION MEMBERSHIP AND CHECK-OFF

SECTION A

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. Only "core financial membership" - payment of dues to be applied toward representational services - will be required as a condition of employment, and not full union membership.

SECTION B

The Parties agree that all employees will be informed that the Union is the sole and exclusive Collective Bargaining Agent for the employees in the bargaining unit, and accordingly, they will be represented by the Union for Collective Bargaining purposes. They will be referred to the appropriate local Union Representative for information concerning membership and check off of Union dues and, upon request, they will be given a copy of the Collective Bargaining Agreement by the Union.

The employees will have the right to discontinue dues deduction in accordance with the Dues Deduction Authorization Forms if transferred out of the bargaining unit or put into a management position.

SECTION C

Subject to the limitations of state or federal law, the Company agrees to deduct from the first paycheck earned each calendar month by an employee covered by this Agreement, the 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 Company will be advised by the Union of the exact dollar amount due from each employee.

The authorization form shall be provided by the Union, a copy of which is included as Appendix I. 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) of the month subsequent to the month in which sums were deducted by the Company. The Union shall advise the Company in writing of the amount of dues and the manner in which the same shall be deducted.

SECTION D

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 classification not covered by this Agreement.

SECTION E

The Company will make available to the Union a list of newly hired and terminated employees covered by this Agreement. Such lists will be prepared and sent directly to the Presidents of Locals 231 and 241 monthly and will show the name, address, job classification, and hire or termination date of such employees who are hired or terminated during the month for which the list is prepared.

SECTION F

The Company shall have the discretion to fill all job openings covered by this Agreement in order to meet the contract requirements, which will be consistent with other portions of this contract covering job postings. The Company at all times shall be free to advertise and list said job openings with employment agencies and to otherwise fill its job openings from sources available to the Company. All jobs that become open within the Local 231 or 241 bargaining areas i.e., Ohio as a result of personnel changes or new opportunities will be shift posted and assigned based on seniority and job performance.

SECTION G

The Company shall be the judge of the qualifications of all applicants and have the sole discretion as to whether to extend or withdraw an offer of employment.

SECTION H

The Union agrees to indemnify and save the Company harmless against any claim, actions, suits, damages, costs, attorneys' fees, judgments or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Union Security and Membership Article.

ARTICLE 3- EQUAL OPPORTUNITY

SECTION A

In accordance with the established policy of the Company and the Union, the provisions of the Agreement will apply equally to all employees hereunder, regardless of sex, color, age, race, creed, disability or national origin or any other protected status as defined by applicable law. The Company and the Union also recognize the desirability of providing equal opportunity to all persons and agree to work actively toward the implementation of this policy. The parties agree that the Company may deal directly with individuals claiming a need for accommodation as a result of a condition claimed to be a disability under law, but that the principle of seniority will continue to apply to all such accommodation efforts.

SECTION B

There will be no discrimination against any employee on account of membership in, or activity on behalf of the Union.

SECTION C

Both the Company and the Union endorse a zero tolerance for any form of harassment against a fellow employee, client employee or Federal facility visitor.

ARTICLE 4- ACCESS TO FACILITY

Duly authorized representatives of the Union shall be permitted to investigate the standing of all employees and investigate conditions to see that the Agreement is being enforced, provided that no interview or contact shall be made, held or conducted in any working area or during an employee's work time, unless prior approval has been given by the Company's Contract Manager or his authorized representative.

ARTICLE 5- PROBATIONARY PERIOD

SECTION A

Every new or rehired employee, after the effective date of this Contract, shall be on probation for the first ninety (90) working days of employment or reemployment. Employees presently employed who have successfully completed their 90 day probationary period will not be subject to any further probationary periods. The company has the right to extend the initial probationary period of any probationary employee up to 30 days in order to address substandard performance issues identified during the employees first 90 days of employment. If the Company wishes to extend any employees probation period the employee will be notified in writing of the extension prior to the end date of the initial 90 day probation period.

SECTION B

At any time during a probationary period, an employee (new or rehired) may be discharged, laid off, transferred, suspended or disciplined for just cause, and any such employee so discharged, disciplined, transferred, suspended or disciplined shall not have the right to file a grievance or have other recourse to the grievance procedure.

ARTICLE 6- SENIORITY

SECTION A

It is agreed that the Company and the Union will meet for the purpose of mutually establishing a seniority list for all employees employed in the unit at the time of the signing of the Agreement. The purpose of the seniority list will be to establish the amount of vacation time each employee covered by this Agreement is entitled to as well as other areas of this contract that speak to seniority. Said seniority list will be based upon official records of the Union, of the Company, its predecessors and Federal Agencies, as available to the parties. Not later than thirty (30) days prior to the expiration of the Company's contract covering the Federal facility, the Company shall furnish the Union and the successor contractor a list of all its current employees together with their dates of hire and the dates their last vacation pay was paid by the Company. The following Sections in this Article shall become applicable and shall be in full force and effect upon the establishment of said seniority list. Seniority shall, for all purposes of this Article, be on the basis of job classification with this and predecessor contractors.

SECTION B

In the event that the Company finds it necessary to lay off employees for any reason, other than disciplinary, such layoffs shall be on the basis of seniority. The Company shall recall such laid off employees in the reverse order. Senior employees may exercise their seniority rights by taking a job in a lower classification (and reduced rate of pay) in which there is an opening for which they qualify at the time of lay off.

SECTION C.

The Company shall post the work schedule at least four (4) days prior to change in the work schedule unless Government requirements render this advance notice impossible or

the same is not practical under the circumstances.

SECTION D

Except as otherwise provided herein, seniority shall be measured from the date of the employee's starting date with the Company or a predecessor employer engaged in providing similar services provided there has been no break in seniority under Section E of this Article. Seniority is used for vacation, layoff, overtime, job posting and recall only.

SECTION E

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

- 1) Fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by this Company to be beyond the control of the employee such as an "Act of God";
- 2) Fails, while on layoff, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but not later than five (5) workdays and provided that the employee notifies the Company within forty-eight (48) hours of such notice that he will return to work within the five (5) day period;
- 3) Voluntary termination of employment;
- 4) Discharge for cause;
- 5) Failure to perform work for a period of 24 consecutive months, or a period equal to the length of seniority, whichever is lesser;

It is the obligation of the employee to keep the Company informed of his current address and telephone number within two (2) weeks of any change.

An employee who has occupied a position with the Company covered by this Agreement

and who accepts a position with the Company in a classification not covered by this Agreement will, after ninety (90) days, no longer continue to accrue seniority.

ARTICLE 7- DISCIPLINE

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 Company's Contract by the Government, at the order of the Government, or if the employee's credentials are denied or withdrawn by the Government. All dismissals solely made 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. Discharges occurring during the Probationary Period are not subject to this provision. All reprimands and discharge notices shall be in writing and shall be signed by the Project Manager or acting Project Manager. Copies of the reprimand or discharge notice shall be given to the employee reprimanded or discharged and to the Shop Steward. Three (3) reprimands within any given twelve month (12) month period may result in immediate dismissal. The following, as determined by the Company, are representative of the types of personal misconduct which may result in immediate termination regardless of the number of prior reprimands: theft, intoxication or drinking on the job, a positive drug or alcohol test, failure to perform work as directed, violation of contract provisions, government regulation, applicable Federal and/or State Laws, insubordination, criminal misconduct, security or safety violations, sleeping at a post, abandoning a post, illegal use of drugs, being under the influence of alcohol or drugs, dishonesty, absence from work for two consecutive days without advising the Company and not giving reasons acceptable to the Company for such absence, or an absence on three non-consecutive

days in any forty-five calendar day period, failing to maintain or satisfy current medical or physical requirements established by either the Company or the Government, sexual harassment or fighting. The Company may discipline an employee in accordance with its Work Rules and Standards except insofar as said Work Rules and Standards are in conflict with the terms of this Agreement, in which case, the Agreement shall prevail.

Disciplinary write-ups shall remain in effect for twelve (12) months from date of issue. Thereafter, they shall not be used in continuing disciplinary matters.

ARTICLE 8 – GRIEVANCE PROCEDURE

SECTION A

A grievance is defined as a claim or dispute by an employee or the Union concerning the interpretation or the application of this Agreement or any amendment thereto.

SECTION B

The grievance must be presented in writing and filed and processed in accordance with the following exclusive procedures:

STEP 1: The employee who has a grievance shall discuss it with the Project Manager either himself or through his Shop Steward. If the grievance is not settled at the Step One meeting, it may be appealed, in writing, by the employee or by the Shop Steward to the Project Manager to Step 2 within seven (7) calendar days of the Step 1, meeting.

STEP 2: The Union Representative and the Project Manager will discuss the grievance. If the grievance is not disposed of, to the satisfaction of the party filing the grievance at Step 2, the grievance may be appealed to Step 3 by filing a written appeal to the project manager within seven (7) calendar days after Step 2.

STEP 3: Within seven (7) calendar days after the appeal of the opposing party, the parties (the Company represented by its designated representative and the Union represented by its designated representative(s) will attempt to settle the grievance. The parties hereto, by mutual agreement in lieu of a face-to-face meeting, may agree to a telephone conference. The company shall render their written decision within seven (7) calendar days of such meeting. If the grievance is not disposed of to the satisfaction of the union, the grievance may be appealed to arbitration by the Union lodging a written appeal within twenty (20) calendar days of receipt of such written decision.

SECTION C

A grievance involving discharge of any employee shall be brought directly to Step 2 and must be filed within five (5) calendar days of discharge. Non-discharge grievances must be filed within ten (10) calendar days of the grievable activity, or they will be barred.

SECTION D

Stewards shall be afforded time off without loss of pay to investigate, discuss and present grievances in accordance with Article 12, Section C. Such time shall not exceed four (4) hours per grievance or incident.

SECTION E

At any step of the grievance procedure, the Company or the Union may designate a substitute for the official designated herein. The Parties may mutually agree that further representatives may be present. ~~Per mutual agreement with both parties, the Union and the Company can agree to mediation prior to arbitration. This is an option and must be agreed to by both parties.~~

SECTION F

The time limits set forth in this Article may be extended mutually in writing. Time limits are inclusive of Saturday, Sundays and Holidays agreed upon in this Agreement. The failure of the employee or Union to adhere to the time provisions contained in this Article shall automatically bar and render the grievance null and void and deemed settled by the parties.

ARTICLE 9- ARBITRATION

SECTION A

Within ten (10) days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) days of the meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall alternately strike. The first person to strike shall be selected by lot. The seventh (7th) remaining person shall thereupon be selected as the impartial arbitrator.

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his finding and award in writing within thirty (30) calendar days after conclusion of the hearing. The decision of the arbitrator shall be final and binding

The arbitrator's authority shall be limited to finding a direct violation of the express purpose of this Agreement or provisions in question rather than an implied or indirect purpose. The arbitrator shall have no authority to modify the discipline imposed unless it

can be demonstrated that the Company failed to follow progressive discipline or that the Company did not have "just cause" to impose either suspension or termination.

The impartial arbitrator shall have no authority to: (1) modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement; (2) establish or modify any wage rate; (3) construe this Agreement to limit the Company's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (4) consider any matter or substitute his/her judgment for that of the Government regarding a written order of the Government; or (5) substitute his judgment for that of the Employer.

SECTION B

The fees of the arbitrator and necessary expenses of any arbitration proceeding shall be borne equally by the Company and the Union except that each party shall pay the fees of its own counsel or representative. If an employee witness is called by the Company, the Company will reimburse for time lost at his regular straight time base rate. If any employee witness is called by the Union or if an employee grievant is present at the hearing, the Union will reimburse such person for time lost.

ARTICLE 10- LEAVE OF ABSENCE

SECTION A

Employees are entitled to request personal unpaid leaves of absence not exceeding twelve (12) weeks for good cause shown. Such leaves of absence may be granted for restoration of health, medical, dental or other treatment, and maternity leave and shall not prejudice seniority status for purpose of layoff and recall. Such leaves of absence will only be approved on a case-by-case basis after due consideration of all facts and circumstances, and relevant business conditions. 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 and/or paid time off under this Agreement will run, where lawful, concurrently with any legally required leave of absence.

Company and Union agree to place an Officer on administrative duties or paid administrative leave if involved in a line of duty shooting that appears in the initial report to be lawful and justified until the investigation is completed. In an incident where the initial investigation provides strong evidence that the shooting was not legal or unjustified the employee will be placed on un-paid administrative leave until the investigation is complete. Should the final investigation prove the employee justified they will be paid for all time missed based on their average weekly work schedule.

SECTION B

Upon return from of an unpaid leave of absence, the employee will be returned to work in the first available position for which he can qualify in his job classification on the basis of seniority.

SECTION C

An employee who engages in gainful employment without permission from the Company while on leave of absence shall be subject to discharge.

SECTION D

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 E

All leaves of absence must be applied for in writing and responded to in writing by the Company within seven (7) business days of the request.

SECTION F

Employees on unpaid leaves of absence, which are in excess of thirty (30) days, must make arrangement for insurance coverage. Failure to do so shall result in the loss of coverage.

SECTION G

The Company recognizes its obligation under the provision of the Uniformed Services Employment and Reemployment Right Act of 1994.

ARTICLE 11- SHOP STEWARDS

SECTION A

Shop Stewards shall be designated by the Union from the group they are to represent. The Union will notify the Company of the duly designated Shop Stewards and the effective date on which they assumed said role. Each Federal site shall have one (1) steward and one (1) alternate steward for each shift if staffing allows.

SECTION B

The Shop Stewards shall not interfere with the management of the business or direct any work of any employee, but may advise the Company of any violations of the Agreement and also notify the employee participating therein. Regardless of any such notification by the Shop Steward to an employee, the employee shall obey and comply with any and all lawful directions of the Company supervisor and shall have the right to grieve any perceived violations of this contract.

ARTICLE 12 - WAGES

The schedule of effective wage rates and job classifications for employees is set forth in the applicable Appendix hereto. ~~There shall be a wage and health & welfare re-opener only with notice by either party to the other at least ninety (90) days prior to October 1, 2008 and 2009.~~

ARTICLE 13 - OVERTIME

SECTION A

One and one-half (1 1/2) times the hourly rate of pay will be paid for all time worked in excess of forty (40) hours per week.

SECTION B

Except in an emergency, defined as an "Act of God," unforeseen event or the call-off of security force members or unexpected decrease or increase in staffing, an employee cannot be required to work hours other than those hours previously scheduled. In filling available overtime, the Company will first request volunteers on shift, by seniority on a rotating basis. If unsuccessful, the Company will require overtime on a rotating basis starting at the bottom of the seniority list. Once forced, the employee will then go to the top of the list. An employee who is called in prior to his scheduled shift or held over after his scheduled shift will not have his regular scheduled shift hours changed to accommodate these increased hours.

SECTION C

No overtime will be worked except by prior direction of the proper supervisory personnel of the Company.

ARTICLE 14- HEALTH AND WELFARE

The Company shall pay the Health and Welfare Benefits as set forth in the applicable Appendix attached hereto, not to exceed eight (8) hours per day or forty (40) hours per week for each employee. There shall be a wage and health & welfare re-opener only with notice by either party to the other at least ninety (90) days prior to October 1, 2008 and 2009.

ARTICLE 15- HOLIDAYS

SECTION A

All employees will be compensated at the hourly base rate of pay for those holidays set forth herein. In computing the number of hours for which an employee is entitled to compensation, the proportion which the average number of hours worked by an employee during the preceding 4 normal workweeks bears to forty (40) hours shall be applied to (8) hours to determine the number of paid hours said employee is entitled to receive. For example, if an employee averaged thirty (30) hours per week during the 4 normal workweeks preceding the holiday week, his holiday pay would be computed by taking 3/4 (30/40) of eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay. However, this section is not meant to be detrimental for minimal absences of otherwise full time employees, e.g.; no deduction shall be made for the occasional excused absence so long as there is no pattern of abuse.

The recognized holidays are as follows:

NEW YEAR'S DAY	MARTIN LUTHER KING'S BIRTHDAY	PRESIDENT'S DAY
GOOD FRIDAY	MEMORIAL DAY	INDEPENDENCE DAY
LABOR DAY	VETEREN'S DAY	COLUMBUS DAY
THANKSGIVING DAY	CHRISTMAS DAY	BIRTHDAY

SECTION B

Any work performed on a holiday will be paid at the employee's regular rate of pay in addition to the holiday pay.

SECTION C

In the event that one of the holidays shall occur during the employee's earned time off, the employee will receive eight hours of holiday pay.

SECTION D

In order for an employee to qualify for a paid holiday, he must have worked his full regularly scheduled workday immediately preceding the holiday and his regularly scheduled workday immediately following the holiday, unless excused by reason of bereavement leave, or other good cause.

ARTICLE 16 - UNIFORMS

The Company shall provide a minimum of three (3) uniforms for full-time employees, and one (1) uniform for part-time employees. Upon termination of employment, all clothing and equipment shall be returned to the Company. Returned clothing shall be cleaned and pressed and returned on hangers. In the event returned clothing is not cleaned, the Employee shall authorize deduction for cleaning cost. The cost for such missing items or cost of cleaning shall be the actual cost to the Employer. When given the opportunity and the cost of the uniform are either equal or lower than the current price and meet the small business and minority contracting plan, GSSC will attempt to purchase uniforms made in the United States of America by Union Employees when able to according to the Company's Small Business/Minority Contracting plan.

ARTICLE 17 – COMPANY REGULATIONS

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. Copies of Rules and Regulations so imposed will be made available to the Union upon request. The Union will be advised, to the degree possible, of any proposed changes to Company Rules and Regulations and the Company will meet if requested by the Union to discuss said changes.

ARTICLE 18 – NO STRIKE – NO LOCKOUT

SECTION A

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 Federal, State, or Local Law by the Company. Any employee or employees who violate the provisions of this article will be subject to disciplinary action up to and including immediate termination.

SECTION B

During the term of this Agreement, the Company will not lock out the employees.

ARTICLE 19- EMPLOYEE INJURY

An employee injured during working hours shall receive the rest of the day off without loss of pay, provided that the injuries are such that a doctor orders the employee not to return to work. In accordance with Company policy, the 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 will report the injury or injuries "DURING THE SAME WORK SHIFT" that the employee is working when the injury occurred. 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 20- DRUG AND ALCOHOL POLICY

SECTION A

The Parties recognize that in the security business, the use of alcohol or controlled substances which cause intoxication or impairment on-the-job poses risks to the Company, the affected employee, his co-workers, and the public. An employee cannot perform his work adequately if he is under the influence of illegal drugs or alcohol, and an employee under the influence of drugs or alcohol also presents a danger to himself and to others. Unlawful use of drugs and the abuse of alcohol when not on duty raise serious questions concerning the employee's competency to perform security work and is grounds for revocation of his firearms permit. It is the Company's policy to maintain a drug-free workplace. The Company and the Union agree to abide by the Companies' drug-free workplace policy.

SECTION B

The Union and Company recognizes and will abide by all related rules, laws, regulations and amendments concerning the various Drug Free Workplace statutes.

ARTICLE 21 - GOVERNMENT REQUIREMENTS

SECTION A

The Union agrees to cooperate with the Company in all matters required by the United States Government, and the union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities which the United States Government may exercise.

The Union agrees that any actions taken by the Company pursuant to a requirement or directive including the denial or withdrawal of access of the United States Government shall not constitute a breach of this Agreement. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussions with the Union upon request, concerning the effects of any substantial or material change in terms or conditions of employment which might result from action taken to meet such Government requirements. Unless the documentation is considered a security breach, the company will make every effort to provide the union with copies of all such changes mandated by the Government.

The Union and Company recognize and will abide by Executive Order 11246 and 11247 and Title VII of the Civil Rights Act of 1964 and all elated rules, laws, regulations and amendments.

ARTICLE 22- GENERAL

SECTION A

This Agreement, and the Addendum hereto, when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole Agreement between them involving the employees covered by this Agreement. Any alteration or modification of this Agreement must be made by and between the Parties hereto and must be made in writing

SECTION B

In the event any provision of this Agreement or any Addendum hereto is declared invalid by any competent Court or Governmental Agency on account of existing or future legislation, such invalidation shall not affect the remaining provisions of this Agreement and the Addendum hereto.

SECTION C

Employees entering the service of the Company will be required to successfully pass a physical examination and drug screen, physical test and weapons test, specified by the Company's contract with the U.S. Government and Company Policy. At any time thereafter, an employee may be subject to further physical examinations and testing during the course of his employment or recall to service after leave of absence. Any Company-directed physical or drug testing will be at the Company's expense.

SECTION D

Employees are required as a condition of employment or continued employment to possess certain security clearances, licenses and/or certifications (including weapons' certifications) and qualify under AR 190-56, Individual Reliability Program. These requirements are subject to modification as determined by the client; i.e., and all such costs associated with this section will be reimbursed by the employer.

SECTION E

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 F

The Company may provide space, where available, at each facility, for use by the Union for posting notices, or where none is available, the company will provide a union book. The Company will provide an area in the local office for the union.

SECTION G

Neither Union officials nor Union members shall, during working time solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Company.

ARTICLE 23- MANAGEMENT RIGHTS

SECTION A

Except as specifically limited by a specific provision of this Agreement, the Company has the full right and authority to administer and/or manage the Company's business, including but not limited to the direction of the working force, the right to plan, direct, to schedule and reschedule, expand, reduce and control operations, 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 subcontract any part of its operation, to bid or not bid, or to re-bid or not re-bid the Contract, to determine and change starting times, quitting times,; to establish, change and abolish its policies, regulations, practices and standards/codes of conduct, and to adopt new policies, regulations, practices and standards/codes of conduct; to set all policies not otherwise set forth in this Agreement, to hire, to train, to assign, to transfer, to suspend, demote, to discipline or to discharge for just cause, to relieve employees from duty because of lack of work or at client's written request, all of which shall be exclusively vested with the Company. All prior practices between any of the employees and any other employer are of no force and effect regarding, and are not binding upon, the Company. The right to introduce any new methods and to make such reasonable rules and regulations as may be necessary for the successful operations of the facility involved herein shall be vested exclusively in the Company.

SECTION B

The above rights of management are not inclusive of all matters or rights, which belong to and are inherent to management. Any of the rights, power, or authority the Company had, prior to the signing of this Agreement, is retained by the Company except those specifically abridged or modified.

ARTICLE 24- GOVERNMENT SUPREMACY

SECTION A

The Union acknowledges that the Company has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of the Company within the scope of the Contract. In that regard, the Government may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, and any other operational issue, as the Government deems to be in the interest of the Government's overall security objective, and there shall be no recourse against the Company regarding such actions or their compliance with such directives. The Company will discuss any such changes or directives with the Union prior to their implementation.

SECTION B

Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Company and Union will comply with those requirements, and the Union shall have no recourse against the Company through the grievance and arbitration process, or otherwise. If the effect of such a requirement supersedes an otherwise contractual right of either party hereto, and a request by that party is made to the other within thirty (30) calendar days of the change, the parties will meet and confer regarding the effects of the change.

ARTICLE 25- WAIVER, ENTIRE AGREEMENT AND AMENDMENTS

SECTION A

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the 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 B

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 hereto except to the extent expressly set forth in this Agreement. Moreover, this Agreement fully supersedes any and all prior commitments, understandings or practices, whether written or oral, express or implied, between the Employer, the Union and/or the employees.

SECTION C

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

ARTICLE 26- FILLING A VACANCY

SECTION A

Unless specifically described herein, when a vacancy occurs in any classification, it will be distributed to all sites within the Local Bargaining Unit and posted for a period of five (5) days setting out the position and qualifications. During the five (5) day posting requirement the Company may temporarily assign any qualified employee to cover the vacant post. All eligible employees will be allowed to bid on said site. Satellite sites may receive their notification of vacancy by fax. Bidding/Filling of vacancies will be specific to the Local Union covered in this Agreement (Local 231 & 241). Vacancies will be offered first by Local, and then Company wide:

Eligible employees are GSSC employees who have satisfactorily completed the required probationary period and who have passed all initial and periodical Government Contract and Company certification requirements,

SECTION B

Eligible employees must complete an application for the posted position and file it by 10:00 AM Eastern Standard Time on the Monday following the posting period.

SECTION C

When a vacancy occurs, the vacancy will be offered to the most qualified senior employee who meets the requirements for the job vacancy and is acceptable to GSSC and the Contracting Officer's Technical Representative (the Federal Protective Service Representative) before assigning a new employee to the post. If an employee is deemed unsuitable for a particular assignment, the Company will provide all documentation and reasoning from the Company and/or the Government for determining this unsuitability to the union.

SECTION D

In the interest of maintaining continuous operations, the Employer may temporarily assign an employee to a vacant or new position until the job is filled in accordance with this Article, or assign an employee to a position that is part of a temporary non-emergency security assignment directed by the client, including temporarily assigning an employee to a work site within or outside of the area defined by this agreement. To the extent feasible, the assignment shall be a voluntary selection based on seniority. In the absence of volunteers, assignments shall be made on a reverse seniority basis. Employees so assigned will receive the higher of the base hourly wage available to employees regularly assigned to the site to which they are being transferred, or the regular hourly wage they receive at their regular work site under this agreement. Travel between Cleveland and Toledo Ohio, will include mileage and appropriate per diem in accordance with the Company's policies on travel.

Due to the changing work environment, all employees are subject to assignment anywhere within the Bargaining Unit on an as-needed basis. This Article does not limit the ability of the Employer to temporarily assign employees as required to fill Emergency Guard Post ("EGP") positions. Failure to comply with any job assignment may lead to disciplinary action.

ARTICLE 27- TERM AND DURATION

SECTION A

This Agreement shall be in full force and effect on October 1, 2007, and shall remain in full force and effect until midnight September 30, 2010, 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.

WITNESSETH:

WHEREAS, the parties have entered into a Collective Bargaining Agreement, effective, October 1, 2007 covering wages, hours and working conditions of the employees employed by the Company at the Federal Facilities; and WHEREAS, said Collective Bargaining Agreement provides that the parties may mutually agree to amend or modify said Agreement. NOW THEREFORE, it is hereby agreed as follows:

Effective Date:

The effective date of the Memorandum of Agreement shall be October 1, 2007.

Amendments to Collective Bargaining Agreement:

On the effective date, the following Amendments will be made to the Collective Bargaining Agreement entered into between the parties hereto:

A P P E N D I X A

**Wages - Toledo, Bowling Green, Fremont, Findlay, Lima, Sandusky, and Defiance Ohio
Effective October 1, 2007**

<u>Classification</u>	<u>Time Period</u>	<u>Hourly Rate</u>
<u>Toledo, Bowling Green, and Fremont Ohio</u>		
Armed Officer:	10/01/2007 – 09/30/2008	\$15.34
Unarmed Officer:	10/01/2007 – 09/30/2008	\$10.27
<u>Findlay and Lima Ohio</u>		
Armed Officer:	10/01/2007 – 09/30/2008	\$15.34
Unarmed Officer:	10/01/2007 – 09/30/2008	\$10.27
<u>Sandusky Ohio</u>		
Armed Officer:	10/01/2007 – 09/30/2008	\$15.34
Unarmed Officer:	10/01/2007 – 09/30/2008	\$10.27
<u>Defiance Ohio</u>		
Armed Officer:	10/01/2007 – 09/30/2008	\$15.34
Unarmed Officer:	10/01/2007 – 09/30/2008	\$10.27

There shall be a wage and health & welfare re-opener only with notice by either party to the other at least ninety (90) days prior to October 1, 2008 and 2009.

APPENDIX B
Wages - Cleveland, Ohio

Effective October 1, 2007

<u>Classification</u>	<u>Time Period</u>	<u>Hourly Rate</u>
Armed Officer:	10/01/2007 – 09/30/2008	\$16.19
Unarmed Officer:	10/01/2007 – 09/30/2008	\$11.03

There shall be a wage and health & welfare re-opener only with notice by either party to the other at least ninety (90) days prior to October 1, 2008 and 2009.

APPENDIX C
HEALTH AND WELFARE
EFFECTIVE OCTOBER 1, 2007

The Company shall pay the sum of \$3.16 per hour in Year 1 for all straight time worked plus all hours of paid vacation and holidays for each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week.

There shall be a wage and health & welfare re-opener only with notice by either party to the other at least ninety (90) days prior to October 1, 2008 and 2009.

**APPENDIX D
VACATION
EFFECTIVE OCTOBER 1, 2007**

Full Time Employee Benefits

1. After one (1) year of service, two (2) weeks (80 hours) of paid vacation.
2. After five (5) years of service, three (3) weeks (120 hours) of paid vacation.
3. After fifteen (15) years of service, four (4) weeks (160 hours) of paid vacation.

Length of service includes the whole span of continuous service with present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility.

Vacations will not be accumulated from year to year nor taken back to back. If the Company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his vacation in more than one segment, with consent of the Company. An employee will receive an extra day's vacation or be paid an extra day's pay for a paid holiday, which falls within his vacation period. Temporary Layoffs or leaves of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation, and shall be counted toward the required year for each vacation period.

Part Time Employee Benefits

Part time employee vacations benefit will be determined based on the hours of service

listed below:

- 260 hours worked = 2 days of vacation earned.**
- 520 hours worked = 4 days of vacation earned.**
- 1040 hours worked = 5 days of vacation earned**

**APPENDIX E
HOLIDAYS**

EFFECTIVE OCTOBER 1, 2007

The recognized holidays are as follows:

NEW YEAR'S DAY	MARTIN LUTHER KING'S BIRTHDAY	PRESIDENT'S DAY
GOOD FRIDAY	MEMORIAL DAY	INDEPENDENCE DAY
LABOR DAY	VETEREN'S DAY	COLUMBUS DAY
THANKSGIVING DAY	CHRISTMAS DAY	BIRTHDAY

In calculating the number of hours for which an employee is entitled to compensation, the proportion which the average number of hours worked by an employee during the preceding 4 normal workweeks bears to forty (40) hours shall be applied to (8) hours to determine the number of paid hours said employee is entitled to receive. For example, if an employee averaged thirty (30) hours per week during the 4 normal work weeks preceding the holiday week, his holiday pay would be computed by taking $\frac{3}{4}$ ($\frac{30}{40}$) of eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay. However, this section is not meant to be detrimental for minimal absences of otherwise full time employees, e.g.; no deduction shall be made for the occasional excused absence so long as there is no pattern of abuse. Any work performed on a holiday will be paid at the employee's regular rate of pay in addition to the holiday pay. If any of the named holidays fall on a non-working day, the employees shall either observe the holiday on the following working day or shall receive pay in lieu of the observance, above their normal compensation for work performed.

In the event that one of the holidays shall occur during the employee's vacation, the employee will receive one additional day of paid vacation, unless the employee and the Company agree that he may receive pay in lieu thereof.

In order for an employee to qualify for a paid holiday, he must have worked his regularly scheduled work day immediately preceding the holiday and his regularly scheduled work day immediately following the holiday, except for reason of proven illness, bereavement, leave or other good cause agreed to by the Company.

12/12/12

12/12/12

APPENDIX F

EFFECTIVE OCTOBER 1, 2007

Travel

Federal and State Range Travel: The Company shall pay mileage to and from the Federal Certification Firing Range at the rate of 40.5 cents per mile. This rate will be in effect from the employees starting point (defined as home or work site which ever is shorter) to the range and return. If more than one employee is sharing a vehicle for transportation, then only the driver of the shared vehicle will receive reimbursement for mileage during travel to and from the range.

Travel Between Posts: When an employee is required to travel to a post outside his normal work area the Company agrees to pay the employee 40.5 cents per mile minus 25 miles for mileage traveled between normal assigned post and temporary assigned post. This rate will be in effect from the employees starting point (defined as work site) to the temporary worksite and return. The employees agree to take the shortest route available to and from the temporary work site as determined by the Company and AAA Map Quest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 30th day of August, 2007.

FOR THE UNION:

FOR THE COMPANY:

Kyrene Zink

UGSOA Union

Director

Michael Douglas

Mike Rowles

President Local 231

UGSOA

Richard Ade

President Local 241

UGSOA

Erin Morris

Director of Government

Operations, GSSC

Richard Ade

UNITED GOVERNMENT SECURITY GENERAL SECURITY SERVICES OFFICERS OF AMERICA CORPORATION (UGSOA) LOCAL #231 AND #241

Solicitation: HSCEC5-08-Q-00061
Contract Guard Services - Ohio

Award: HSCEC5-09-A-00002

PART 2, EXHIBIT 9 – DOL Wage Determinations – Ohio

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PART 2 – EXHIBIT 10 – Ohio Dept. of Professional Regulations

The Ohio Department of Public Safety – Homeland Security is the state authority charged with regulating various professions and professionals, including detective and security guard companies, investigators and security guards, within the State of Ohio. Contract performance requires current licenses and permits from this state agency. The Contractor must possess those current, valid State of Ohio security guard company licenses required by the State of Ohio (issued in their own business name(s), prior to offer due date and time, in order to be considered eligible for Task Order/Blanket Purchasing Agreement award. Here is how you may communicate with them -

- 1) Internet web site pisg@dps.state.oh.us
- 2) Contact Information
Ohio Department of Public Safety
Ohio Homeland Security
Private Investigator/Security Guard
Licensing and Registration Unit
614-466-4130 Office
614-752-6380 Fax
- 3) Mailing Address
PO Box 182001
Columbus, OH 43218-2001
- 4) Office Address
1970 W. Broad St.
Columbus, OH 43223

Disclaimer: DHS/ICE-Federal Protective Service is not responsible for information or service provided by the Ohio Department of Public Safety.

Solicitation: HSCEC5-08-Q-00061
Contract Guard Services - Ohio

Award: HSCEC5-09-A-00002

PART 2 – EXHIBIT 11 – Personnel/Seniority Roster

**Armed/Unarmed Security Guard & Security Clerk Services
State of Ohio
Current Personnel Status**

Last Name	First Name	Service Computation/Seniority Date	Position Qualifications	Full Time Status	Part Time/Reserve Status	Supervisor
		2/28/2006	CG		1	
		9/18/2005	CG		1	
		Not known	CG	1		
		7/7/1996	CG	1		
		10/1/2002	CG		1	
		4/28/2008	CG	1		
		10/1/1999	CG		1	
		11/8/2007	CG		1	
		7/28/2006	CG	1		
		10/6/2002	CG	1		
		3/19/1993	CG & Supv.	1		1
		4/15/1998	CG	1		
		3/28/2008	CG		1	
		5/17/2005	CG		1	
		5/28/2002	Security Clerk		1	
		10/22/2007	CG	1		
		10/16/2003	CG	1		
		9/16/2005	CG	1		
		12/17/2000	CG	1		
		11/18/2006	CG		1	
		10/2/1999	CG	1		1
		4/9/2002	CG	1		
		3/11/2008	CG	1		
		6/2/1995	CG	1		
		12/1/1999	CG		1	
		7/27/2006	CG	1		
		10/29/2007	CG	1		
		7/25/2004	CG & Supv	1		1
		4/8/2002	CG	1		
		2/1/2007	CG & Supv	1		
		8/24/2005	CG	1		
		5/10/2005	CG	1		
		2/6/1995	CG	1		
		Not known	CG		1	
		6/22/2005	Security Clerk	1		
		9/18/2002	CG & Supv	1		
		10/1/2002	CG	1		
		5/27/2004	CG	1		
		5/14/2002	CG	1		
		12/8/2003	CG	1		
		5/29/2008	CG	1		
		12/5/2005	CG		1	
		3/31/2003	CG	1		
		10/7/2003	Clerk	1		
		7/15/2005	CG		1	
		3/8/1999	CG	1		
		1/24/2003	CG & Supv	1		1
		4/22/2008	CG	1		
		3/24/2008	CG	1		
		9/24/2001	CG	1		
		3/10/2006	CG		1	

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7/31/2008	CG		1	
4/27/2003	CG		1	
10/3/2008	CG	1		
8/18/2002	CG	1		
5/1/1990	CG	1		
6/7/1997	CG		1	
10/1/2002	CG	1		
3/21/2008	CG	1		
2/25/2005	CG	1		
3/8/2008	CG	1		
7/24/2008	CG	1		
5/19/2002	CG	1		
4/19/2003	CG	1		
5/29/1999	CG	1		
10/17/2001	CG	1		
3/1/2001	CG	1		
9/21/1998	CG	1		
11/24/2001	CG	1		
9/24/2001	CG	1		
8/5/2002	CG & Supv	1		1
3/29/2003	CG & Supv	1		1
9/28/1998	CG		1	
2/5/2007	CG & Supv	1		1
6/11/2008	CG	1		
7/25/2003	CG		1	
11/17/1997	CG		1	
2/18/2003	CG	1		
4/10/2001	CG	1		
11/4/1999	CG	1		
3/22/2008	CG	1		
7/31/2000	CG		1	
10/20/1999	CG	1		
1/31/2007	CG	1		
10/4/1999	CG	1		
1/12/2004	CG	1	1	
10/28/2007	CG		1	
3/17/2008	CG	1		
10/17/2001	CG & Supv	1		1
10/24/2007	CG	1		
3/21/2001	CG	1		
9/28/1998	CG	1		
4/15/2002	CG	1		
9/10/2005	CG		1	
10/15/2001	CG	1		
10/8/2002	CG	1		
10/30/2007	CG		1	
8/8/2005	CG & Supv	1		1
6/28/2008	Security Clerk	1		
9/12/2005	CG		1	
8/4/2002	CG		1	
3/17/2008	CG	1		
3/3/2007	CG		1	
9/23/2001	CG	1		
4/8/2002	CG	1		
3/30/1998	CG		1	
12/14/1998	CG		1	
3/7/2005	CG & Supv	1		1
10/15/2002	CG		1	
7/20/2008	CG	1		
6/5/2007	CG	1		1
1/4/2005	CG		1	

12/29/1998	CG		1	
9/3/2002	CG	1		
10/1/2002	CG	1		
1/13/2002	CG	1		
5/7/2001	CG	1		
5/18/2006	CG		1	
9/3/1993	CG	1		
10/1/2003	CG	1		
1/10/2000	CG	1		
1/16/2003	CG	1		
5/1/2000	CG	1		
10/24/2007	CG	1		
1/30/2001	CG	1		
9/5/2006	CG	1		
6/10/2005	CG & Supv	1		1
1/3/2005	CG & Supv	1		1
3/2/2005	CG	1		
12/12/2002	CG		1	
10/1/2002	CG	1		
11/1/1999	CG & Supv	1		1
6/10/2002	CG	1		
10/1/1998	CG	1		
11/27/2002	CG		1	
1/28/2000	CG	1		
8/8/2007	CG		1	
11/13/2001	CG	1		
6/8/2006	CG	1		
9/12/2005	CG	1		
10/1/2000	CG		1	
6/11/2003	CG	1		
3/11/2008	CG	1		
10/1/2002	CG	1		
6/15/2000	CG	1		
8/9/1993	CG & Supv	1		
5/17/2007	1/1/1900		1	
12/17/2004	CG	1		
11/17/2006	CG	1		
6/16/2005	CG		1	
10/1/2002	CG	1		
1/30/1995	Security Clerk		1	
5/30/2001	Security Clerk		1	
8/23/1996	CG	1		
12/29/2005	CG	1		
10/1/2002	CG	1		
10/1/2002	CG	1		
1/14/2003	CG	1		
12/7/2005	CG		1	
11/5/2001	CG & Supv	1		1
6/18/2003	CG	1		
8/8/2002	CG & Supv	1		1
10/2/2000	CG	1		
6/1/2000	CG	1		
5/28/1978	CG	1		
12/18/1970	CG & Supv	1		1
6/21/2000	CG		1	
9/7/2005	CG & Supv	1		1
1/30/1992	CG		1	
7/28/2004	CG	1		
4/17/2000	CG	1		
2/25/2000	CG	1		
6/16/1984	CG	1		

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5/18/2007	CG	1		
10/5/1995	Security Clerk		1	
Not known	CG		1	
10/21/1991	CG	1		
4/8/2002	CG		1	
11/19/2007	CG	1		
2/22/2005	CG	1		
2/27/2008	CG	1		
2/21/2002	CG	1		
11/28/2003	CG & Supv	1		1
12/13/2004	CG	1		
10/13/1999	CG & BSO	1		
5/5/2002	CG	1		
12/15/1997	Security Clerk	1		
4/10/2000	CG	1		
3/7/2008	CG	1		
11/18/2002	CG	1		
6/5/2000	CG	1		
4/8/1998	CG	1		
8/18/2002	CG		1	
5/8/2007	CG	1		
6/9/2008	CG	1		
9/16/2000	CG	1		
9/4/2007	Security Clerk	1		
2/11/2002	CG	1		
12/26/2001	CG	1		
8/28/1999	CG	1		
1/20/2001	CG		1	
10/1/2002	CG	1		
1/16/2005	CG	1		
3/21/2008	Security Clerk	1		
98/97	CG	1		
8/28/2006	CG	1		
10/22/2003	CG	1		
10/19/1999	CG	1		
2/27/2002	CG & Supv	1		1
4/5/2004	CG		1	
6/13/2005	CG	1		
7/13/2002	CG	1		
10/1/2002	CG & Supv	1		1
1/30/2002	CG	1		
4/2/2003	CG	1		
10/14/1999	CG	1		
7/27/2004	CG	1		
3/18/2003	CG	1		
10/29/2007	CG	1		
7/25/2003	CG	1		
5/29/1979	CG	1		
4/3/2006	CG	1		
1/31/1997	CG	1		
12/17/2001	CG	1		
12/16/1998	CG	1		
12/28/2008	CG	1		
3/7/2005	CG	1		
3/17/2003	CG	1		
12/6/2002	CG	1		
4/8/2000	CG	1		
11/8/1995	CG	1		
6/24/2003	CG	1		
10/3/2001	CG & Supv	1		1
8/31/2001	CG	1		

Totals				184	51	22
Grand Total		235				

ATTACHMENT 3
TERMS AND CONDITIONS

I. SCHEDULE OF SERVICES

01. DESCRIPTION OF SERVICES

The Contractor shall furnish professional security services, defined by this solicitation as guard services and related duties, at federally owned and leased facilities protected by the Federal Protective Service at various locations throughout the state of Ohio. 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 Blanket Purchase Agreement (BPA) with fixed hourly rates against GSA Federal Supply Schedule (FSS) Contract 084.

03. ESTIMATED QUANTITIES

The attached Post Coverage Exhibits provide the basis for the estimated quantities of guard coverage included under this BPA. Those exhibits reflect the current recurring coverage in the described areas and are provided for estimating purposes only and will be subject to changes reflected in the actual calls issued against the BPA and any modifications thereto. BPA holders will be paid only for services ordered and performed at the established hourly rates. The Government has the unilateral right to add, decrease, cancel, or modify services stated in each call issued at the established unit prices, as long as the change is within the scope of the BPA and the associated call.

04. PRICES

A. Pricing Required for All Services and Performance Periods

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

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

ATTACHMENT 3
TERMS AND CONDITIONS

1. The minimum wage rates and fringe benefits applicable to the Blanket Purchase Agreement (BPA) are outlined in the Department of Labor (DOL) prevailing wage determinations and/or Collective Bargaining Agreement (CBA) included within the request for quotes.

2. The applicable job classification under this request for quotes is: **Guard II**. This classification reflects the minimum wage rates that the Contractor must pay to all employees working under the order. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.

C. Unbalanced Pricing

Applies to pre-award.

D. Contingency Pricing

1. Contractors must not include contingency allowances to cover increased costs for which adjustments are provided under Federal Acquisition Regulation (FAR) Clause 52.222-43 – Fair Labor Standards Act and Service Contract Act – Price Adjustments (Multiple Year and Option Contracts)(Nov 2006).

2. In addition to increases to wages and fringe benefits prescribed by a revised wage determination, including 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 (specifically the GSA Industrial Funding Fee, or IFF). 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 over the life of the BPA, but are not subject to adjustment under the provisions above, contractors must factor in their own contingency allowances in their initial pricing, since such contingency adjustments will not be considered by the Government at a later date.

E. Pricing of Services

ATTACHMENT 3
TERMS AND CONDITIONS

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

F. Definitions

1. Basic Services – Basic services are the permanent ongoing services specifically included in the call(s) at time of award or added through modification. For these services, the Contractor shall be compensated using the Basic Services Rates.
2. Temporary Additional Services - During the term of the BPA, the Government may have requirements for temporary additional services (TAS) beyond the basic requirements. Due to the nature of these services, the Contractor may be required to provide them with little advance notice. In such circumstances, the Contractor shall be compensated using the TAS Rates for any temporary additional services performed within 72 hours of the notification to initiate such service. The Contractor will be compensated at the Basic Service Rate for any such services performed after the 72-hour notification period.
 - a. In the event other agencies contact the Contractor to request Temporary Additional Services under this BPA, the Contractor shall notify the FPS COTR and Contracting Officer immediately.
 - b. This temporary Additional Service provision is intended to satisfy the Government's short term, non-recurring needs for service. Should a continuing need for additional service arise, a contract modification will be issued by the government to provide for those services.
3. Emergency Guard Services - Emergency Guard Services are those services required to safeguard federal employees, visitors, property and temporary facilities during disaster declarations and local facility emergencies. They may include large and small-scale deployments, short

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and long-term emergency situations, i.e. manmade and natural disasters & FEMA projects. The requirements under the "Emergency Guard Service" Contract Line Item Number (CLIN) shall be ordered for anywhere in the geographic area covered under this BPA with little, if any, advance notice. The hourly rate for this "emergency guard service" CLIN shall be inclusive of any and all costs (e.g. travel costs) directly related to or incidental to providing service at locations to be specified when ordered. There will be no "phase-in" period for these requirements. The requirements ordered under the "Emergency Guard Service" CLIN will be limited to 120 days of service. Thereafter, provided notice is provided within 30 days before the expiration of the emergency guard service task order, any continuing long term requirements for those same post/locations shall be ordered at the regular hourly rates specified for fixed posts/facilities within the contract.

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

II. PACKING AND MARKING

01. PAYMENT OF POSTAGE AND FEES

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

02. MARKING

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

III. INSPECTION AND ACCEPTANCE

01. CONTRACTOR'S RESPONSIBILITY

The Contractor shall provide for all day-to-day supervision, inspection and monitoring of all work performed to ensure compliance with the BPA 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 BPA requirements are corrected.

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IV. DELIVERIES OR PERFORMANCE

01. TERM OF CONTRACT

Performance will commence no later than the first day of the third month following BPA award. The full term of the BPA will be five (5) years with a base period of one year and four additional ordering periods of one year, each with fixed unit prices as quoted on the Pricing Schedule. The Contractor shall be given notice to proceed on individual calls against the BPA and shall provide all contractual services, subject to the availability of appropriations if applicable, (see the Clause FAR 52.232-18, "Availability of Funds" (APR 1984)), throughout the term of the BPA.

Work under this BPA is expected to commence on or about 01 Apr 09
Performance periods shall be as follows:

Base Period:	(01 Apr 09 through 31 Mar 10)
Additional Ordering Period 1:	(01 Apr 10 through 31 Mar 11)
Additional Ordering Period 2:	(01 Apr 11 through 31 Mar 12)
Additional Ordering Period 3:	(01 Apr 12 through 31 Mar 13)
Additional Ordering Period 4:	(01 Apr 13 through 31 Mar 14)

V. CONTRACT ADMINISTRATION DATA

01. SUBMISSION OF INVOICES - Invoices shall be submitted via one of the following three methods:

A. By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 5 Invoice

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

802-288-7658

C. By e-mail:

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. 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, (OCT 2003), the contractor shall annotate “FPS Region 5” on the face of each invoice. Failure to comply with these submission requirements will result in rejection of the invoice.

02. PAYMENTS

A. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later.

B. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this BPA. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this BPA 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 a BPA (inclusive of all modifications).

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

D. To verify the monthly payment for productive man-hours, the Contracting Officer's designated representative may compare the man-hours required in the call with the DHS Form 139, Record of Time of Arrival and Departure from

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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 call. If variances are noted between the invoice and the DHS Form 139, the Government will propose a price deduction. For example, if the call required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the DHS Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

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

03. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

A. Deductions for Failure to Provide Man-hours

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

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

The Contractor shall maintain, on a daily basis, all applicable DHS Form 139's, or approved alternate, to document personnel attendance. The original copy must be maintained at a location accessible to the COTR or designee. The Contractor

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shall incorporate and certify that the data contained on the approved sign-in form is accurate, complete and in agreement with the hours presented on their invoice. (Facsimile copies of completed DHS Form 139's may not be used for this purpose.)

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

A. Contracting Officer (CO)

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

B. Contracting Officer's Technical Representative (COTR)

1. The COTR for the order is:

(To be determined upon award of BPA or call)

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 BPA Call work. In the event that the COTR is absent or unavailable, another COTR Alternate will be designated. The responsibilities of the COTR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the BPA, acting as the Government's representative in charge of work at the site(s); ensuring compliance with the BPA 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.

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

4. The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not part of the BPA 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.

VI. CONTRACT CLAUSES

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

01. FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This BPA 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>, for the FAR, and <https://dhsonline.dhs.gov/portal/jhtml/dc/sfi.jhtml?doid=8671> for the HSAR

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.223-6	Drug-Free Workplace	MAY 2001
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.232-18	Availability of Funds	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.245-1	Government Property	JUN 2007
52.245-9	Use and Charges	AUG 2005
HSAR:		
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	DEC 2003

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	of the Contract Work	
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	DEC 2003
3052.242.71	Dissemination of Contract Information	DEC 2003
3052.242-72	Contracting Officer's Technical Representative	DEC 2003
3052.245-70	Government Property Reports	JUN 2006

02. Clauses Incorporated by Full Text

52.212-4 Contract Terms and Conditions—Commercial Items (Feb 2007)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(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

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diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(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

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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) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *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.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *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 which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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.

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(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 a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, 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 which 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 request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and 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;

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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.

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(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 the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (May 2008)

(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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 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.]

(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).

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- __ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- __ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- __ (4) [Reserved]
- __ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- __ (ii) Alternate I (Oct 1995) of 52.219-6.
- __ (iii) Alternate II (Mar 2004) of 52.219-6.
- __ (6)(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.
- __ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- __ (8)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (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.
- __ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- __ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (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.
- __ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- __ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- X** (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

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(17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

(18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

___ (ii) Alternate I (Aug 2007) of 52.222-50.

___ (25)(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)).

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (27)(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.

___ (28) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

(30) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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 (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 (34) 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)).

 (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

 X (37) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

 X (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

 X (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 X (40)(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.*).

 X (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.*).

 X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

 X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (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 (Nov 2007) (41 U.S.C. 351, *et seq.*).

 (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (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

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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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

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(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 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.*).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(x) 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.

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

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

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

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

It is understood that exercise of this option will be only for sufficient time to complete award and/or give notice to proceed to the follow-on Contractor .

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.

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It is not a Wage Determination.

<u>EMPLOYEE CLASS</u>	<u>HOURLY MONETARY WAGES</u>	<u>% OF BASIC HOURLY RATE FRINGE BENEFITS</u>
Guard 2	\$15.23	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 AS REQUIRED BY LAW:

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

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

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

3052.204-71 Contractor Employee Access (JUN 2006)

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

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of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

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

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

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

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

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(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.

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

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

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

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

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

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

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common

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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.

Note: The disclosure below is also included on the "Quotation Cover Sheet" for completion and submission.

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

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

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

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

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

INSURANCE REQUIREMENT

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

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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 28.207, reflects the minimum insurance required.

(1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

(2) GENERAL LIABILITY

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

(3) AUTOMOBILE LIABILITY

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

(4) HAZARDOUS MATERIALS

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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.