

Company Name:
SecTek

Contract Number:
GS-07F-0279M (GS07F0279M)
HSCEEC-08-A-00004 (HSCEEC08A00004)

Solicitation Number:
HSCEMP-07-Q-00003 (HSCEMP07Q00003)

Period of Performance:
1/4/2008 through 1/3/2009

Services Provided:
Providing armed guard services at Liberty Loan Building, 401 14th Street, SW, Washington, DC; 950 L'Enfant Plaza, Washington, DC; Old Post Office, 1100 Pennsylvania Avenue, NW, Washington, DC; One/Two Potomac Yard, 2777-2733 Crystal Drive, Arlington, Virginia (VA).

2. CONTRACT NO. HSCEEC-08-A-00004
3. AWARD/EFFECTIVE DATE 11/05/2007
4. ORDER NUMBER
5. SOLICITATION NUMBER HSCEMP-07-Q-00003
6. SOLICITATION ISSUE DATE 03/01/2007

7. FOR SOLICITATION INFORMATION CALL: Christopher Kelly
a. NAME
b. TELEPHONE NUMBER (No collect calls) b2Low
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY ICE/FPS/EACC
CODE ICE/FPS/EACC
ICE/FPS/East CCG/Region 11/Group B
Immigration and Customs Enforcement
Federal Protective Service
Office of Acquisition Management
701 Market Street, Suite 4200
Philadelphia PA 19106
10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
NAICS: 561612
 HUBZONE SMALL BUSINESS
SIZE STANDARD: \$17.00
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

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

15. DELIVER TO CODE
As Indicated On Each Call
16. ADMINISTERED BY CODE ICE/FPS/EACCG/
ICE/FPS/East CCG/Region 11/Group B
Immigration and Customs Enforcement
Ofc of Acquisition Management - FPS
701 Market Street, Suite 4200
Attn: Chris Kelly
Philadelphia PA 19106



17a. CONTRACTOR/OFFEROR CODE 8086365260000 FACILITY CODE
SECTEK, INC
11413 ISAAC NEWTON SQUARE SOUTH
RESTON VA 201905012
18a. PAYMENT WILL BE MADE BY CODE
As Indicated On Each Call
TELEPHONE NO.

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS07F0279M This BPA is issued against GSA Contract # GS07F0279M for Armed Guard Services at: 1) Liberty Loan Bldg., 401 14th Street SW, Washington, DC 2) 950 L'Enfant Plaza, Washington, DC 3) Old Post Office, 1100 Penn Ave NW, Washington, DC 4) One/Two Potomac Yard, 2777-2733 Crystal Dr, Arlington, VA (Use Reverse and/or Attach Additional Sheets as Necessary)				

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND 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. SecTek Proposal OFFER DATED 05/04/2007. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) Justin Lapin - Controller 11-8-07
31b. NAME OF CONTRACTING OFFICER (Type or print) Peter J. Andrews
31c. DATE SIGNED 11/15/2007

**SECTION B
 SCHEDULE OF PRICES
 GUARD SERVICES**

AREA 1: Liberty Loan Bldg., 401 14th Street, SW, Washington, DC & 950 L'Enfant Plaza, Washington, DC

The Hours cited below are ESTIMATED annual quantities only.

Ordering Period One – 04 Jan 08 – 3 Jan 09 (or 60 days after award through 12 months thereafter. If due to contractor's incumbent status, phase-in can be accomplished in less than 60 days a mutually agreeable ordering period start date may be negotiated)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0001	Armed Guard	b4	HR	\$ b4	\$ b4
0002	Supervisor		HR	\$ b4	
Total Estimated Value Period One	.....	.....	.....	.....	\$ b4
0003	Armed Guard, Temporary Additional Services (TAS)	<i>TBD</i>	HR	\$ b4	

Ordering Period Two – 04 Jan 09 – 3 Jan 10 (or the 12 months directly following expiration of the Ordering Period One)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0004	Armed Guards	b4	HR	\$ b4	\$ b4
0005	Supervisor		HR	\$ b4	
Total Estimated Value Period Two		.....	.....	.....	\$ b4
0006	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	

Ordering Period Three – 04 Jan 10 – 3 Jan 11 (or the 12 months directly following expiration of Ordering Period Two)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0007	Armed Guards	b4	HR	\$ b4	\$ b4
0008	Supervisor		HR	\$ b4	
Total Estimated Value Period Three		.....	.....	.....	\$ b4
0009	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	

Ordering Period Four – 04 Jan 11 – 3 Jan 12 (or the 12 months directly following expiration of Ordering Period Three)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0010	Armed Guards	b4	HR	\$ b4	\$ b4
0011	Supervisor		HR	\$ b4	
Total Estimated Value Period Four	.....	.....	.....	.....	b4
0012	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	b4	

Ordering Period Five – 04 Jan 12 – 3 Jan 13 (or the 12 months directly following expiration of Ordering Period Four)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0013	Armed Guards	b4	HR	b4	\$ b4
0014	Supervisor		HR	b4	
Total Estimated Value Period Five					\$ b4
0015	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	

AREA 3: Old Post Office Bldg, 1100 Penn Ave., N.W., Washington, DC

The Hours cited below are ESTIMATED annual quantities only.

Ordering Period One – 04 Jan 08 – 3 Jan 09 (or 60 days after award through 12 months thereafter. If due to contractor’s incumbent status, phase-in can be accomplished in less than 60 days a mutually agreeable ordering period start date may be negotiated)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0016	Armed Guards	b4	HR	\$ b4	\$ b4
0017	Supervisor		HR	\$ b4	
Total Estimated Value Period One	.....	.....	.....	.....	\$ b4
0018	Armed Guard, Temporary Additional Services (TAS)	<i>TBD</i>	HR	\$ b4	

Ordering Period Two – 04 Jan 09 – 3 Jan 10 (or the 12 months directly following expiration of the Ordering Period One)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0019	Armed Guards	b4	HR	\$ b4	\$ b4
0020	Supervisor		HR	\$ b4	
Total Estimated Value Period Two		.....	.....	.....	\$ b4
0021	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	b4	

Ordering Period Three – 04 Jan 10 – 3 Jan 11 (or the 12 months directly following expiration of Ordering Period Two)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0022	Armed Guards	b4	HR	\$ b4	\$ b4
0023	Supervisor		HR	\$ b4	
Total Estimated Value Period Three		.....	.....	.....	\$ b4
0024	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	b4	

Ordering Period Four – 04 Jan 11 – 3 Jan 12 (or the 12 months directly following expiration of Ordering Period Three)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0025	Armed Guards	b4	HR	b4	\$ b4
0026	Supervisor		HR		
Total Estimated Value Period Four			
0027	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	b4	

Ordering Period Five – 04 Jan 12 – 3 Jan 13 (or the 12 months directly following expiration of Ordering Period Four)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0028	Armed Guards	b4	HR	\$ b4	\$ b4
0029	Supervisor		HR		
Total Estimated Value Period Five		
0030	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	b4	

**AREA 4: 2777 Crystal Drive, Arlington, VA and 2733 Crystal Drive,
 Arlington, VA.**

The Hours cited below are ESTIMATED annual quantities only.

**Ordering Period One – 04 Jan 08 – 3 Jan 09 (or 60 days after award through
 12 months thereafter.)**

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0031	Armed Guards	b4	HR	b4	\$ b4
0032	Supervisor		HR	b4	
	Total Estimated Value Period One .....	.....	.....	.....	\$ .....
0033	Armed Guard, Temporary Additional Services (TAS)	<i>TBD</i>	HR	b4	

Ordering Period Two – 04 Jan 09 – 3 Jan 10 (or the 12 months directly following expiration of the Ordering Period One)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0034	Armed Guards	b4	HR	b4	\$ b4
0035	Supervisor		HR		
Total Estimated Value Period Two		.....	.....	.....	\$
0036	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	

Ordering Period Three – 04 Jan 10 – 3 Jan 11 (or the 12 months directly following expiration of Ordering Period Two)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0037	Armed Guards	b4	HR	b4	\$ b4
0038	Supervisor		HR		
Total Estimated Value Period Three		.....	.....	.....	\$
0039	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	

Ordering Period Four – 04 Jan 11 – 3 Jan 12 (or the 12 months directly following expiration of Ordering Period Three)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0040	Armed Guards	b4	HR	b4	\$ b4
0041	Supervisor		HR	b4	
Total Estimated Value Period Four		.....	.....	.....	\$
0042	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	b4	

Ordering Period Five – 04 Jan 12 – 3 Jan 13 (or the 12 months directly following expiration of Ordering Period Four)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0043	Armed Guards	b4	HR	\$ b4	\$ b4
0044	Supervisor		HR	\$ b4	
Total Estimated Value Period Five		.....	.....	.....	\$
0045	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	b4	

SECTION C - STATEMENT OF WORK

1. Introduction

The United States Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Federal Protective Service (FPS), has a requirement to provide Security Guard Services at various locations.

2. Background

FPS is a security and law enforcement branch of DHS/ICE. FPS is responsible for the security and protection of federally owned and leased locations, as well as the location's tenants and visitors.

Contract security guards have a crucial and highly visible role in FPS' mission. They are usually the first (and sometimes only) contact visitors have with FPS, and they are almost always the first line of defense in a federally controlled facility. Visitors and federal employees do not usually distinguish between FPS police officers and contract guards. To them, contract guards are FPS. Therefore, it is crucial that the Contractor ensure that their employees realize the importance of their role, know their duties, and perform their duties courteously and professionally at all times.

2.1 Conferences and Meetings

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

During the performance of the Contract, the FPS 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 Government and incorporated into the Contract file. Should the Contractor not concur with the minutes, the Contractor shall state, in

writing to the CO, any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the report in the Contract file.

3. Scope of Work

As an integral part of the FPS security team, 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 Statement of Work (SOW). The Contractor shall perform in accordance with the standards of the contract and will be expected to work closely with FPS representatives throughout the duration of services.

3.1 Contract Performance

The place of performance for this order consists of various buildings in the Washington, DC metro area. Please see Attachment 2 for specific worksite locations, hours of operation, number of posts that must be staffed during hours of operation, and whether the posts are armed or unarmed.

4. Key and Non-Key Personnel

4.1 Special Requirements for Contract Managers (Key Personnel)

The Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications to the CO and COTR by the time of the first meeting after BPA award. The CO or COTR must approve the proposed supervisor(s) prior to working under the BPA. If the proposed CM does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed CM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed CM possesses the ability to effectively manage a security guard contract of the size and scope described in this BPA.

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/BPA of the size and scope described in this SOW.

This 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.

4.1.1 Services Required- Contract Manager (Key Personnel)

The Contractor shall propose, identify, and provide to the Government an experienced Contract Manager (CM) who shall have complete authority to act for the Contractor during the term of the BPA. The duties of the CM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the BPA/Call or any other guard contract 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 BPA requirements. The CM must completely understand the operational requirements of this BPA, including:

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

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

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.

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 BPA.

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 their Offering prices (e.g., as overhead/G&A), as they will not be itemized or paid for separately by the Government.”

4.2 Special Requirements for Supervisors

The Contractor shall submit a Key Personnel Resume(s) clearly detailing the individual’s qualifications and demonstrating that the proposed Supervisor meets the requirements listed here to the CO or COTR by the time of the first meeting after BPA award. The CO or COTR must approve the proposed supervisor(s) prior to working under the BPA. If the proposed Supervisor does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Supervisor does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Supervisor to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Supervisor possesses the ability to effectively supervise a security guard contract of the size and scope described in the BPA. The CO must approve the proposed Supervisor prior to his/her assignment under this BPA.

Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. 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 COTR shall recommend the selection, if satisfactory, and the CO will approve or reject the recommendation. A Key Personnel Resume shall be completed for each supervisor and a copy shall be provided to the COTR.

4.2.1 Services Required - Supervisor (Key Personnel)

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.

Area Supervisors shall not simultaneously perform the duties of supervisor and productive security guard. Area Supervisors shall not provide relief breaks to productive security guards at any time while they are acting in a supervisory capacity.

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 BPA.

The Contractor shall provide the level of supervision necessary to ensure that productive security guards:

Are properly trained;

Perform all duties as specified in accordance with the BPA and the (GSA Form 2580) (Security guard Post Assignment Record) for the security post assigned;

Are properly uniformed and present a neat and professional appearance as referenced in the Security Guard Information Manual (SGIM);

Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;

Possess all necessary permits, CPR and first aid certifications, credentials, etc., as required by the BPA or by local or state law.

The Contractor shall provide the level of supervision proposed in the technical proposal and agreed to by the Government upon award of the BPA. All supervisors shall be required to sign in on a Contract Security Guard Register Log upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this BPA.

The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.

The Contractor shall provide a completed Key Personnel Resume for all replacement employees to the CO and the COTR for approval before the replacement personnel report for duty under this BPA."

4.3 Uniformed Guard (Non-Key)

To be eligible to perform under this task order, all uniformed guards and their supervisors must meet, to the satisfaction of the contracting officer's technical representative (COTR), the following requirements:

- Be a citizen of the United States of America.
- Be at least 21 years of age. While there is no limit as to the maximum age of guards, all guards must be able to withstand the physical demands of the job and must be capable of responding to emergency situations without special accommodations by the Government.
- Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
- Speak English fluently, read and comprehend written English, and compose coherent written reports in English.
- Possess a Social Security Card issued and approved by the Social Security Administration

Only DOL category Guard II security guards may be utilized to perform services under this BPA. All category Guard II security guards must be firearms qualified. Any attempt by the Contractor to compensate Guard II security guards at an hourly rate of less than that established for a Guard II during the performance of this BPA will be considered a breach of contract and will be grounds for termination for cause.

5. Suitability Determination/Entry on Duty Decision

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted access to a Government facility and or sensitive Government information access for 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 task order. 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 task order not needing access to sensitive DHS information or recurring access to government facilities will not be subject to security suitability screening.

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.

6. Suitability Adjudication

After award of the task order and prior to any contract employees being permitted to work as guards under the task order, the Contractor is responsible for ensuring that the contract employees receive formal suitability adjudication by FPS. Contractor suitability determinations are to be made in accordance with the criteria outlined in DHS MD 11055.

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 paragraph and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the FPS Capital Region's Suitability Section the following Government furnished forms for each contract employee, and shall notify the COTR of the submission and provide the COTR with a list of the individuals that have been submitted for suitability determination. The forms to be submitted to the FPS Capital Region's Suitability Section include the following:

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. Drug Questionnaire (plus one copy)
8. Alcohol Questionnaire (plus one copy)
9. Financial Disclosure Report (plus one copy)
10. Non-disclosure Agreement (plus one copy)
11. Certified Proof of Birth (Birth Certificate, Passport)

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. (FPS Capital Region does not currently have the capacity to do fingerprinting.) 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 FBI to assist in determining the guard's suitability to work under a FPS task order/contract. Provided that the forms are complete and legible, the entire evaluation process will take anywhere from two (2) week to several months, depending on current FBI processing times. For planning purposes, the Contractor should always assume that the standard processing time is four (4) to six (6) weeks and should plan paperwork submissions accordingly.

NOTE: Illegible or incomplete forms submitted by 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 paperwork to FPS.

If FPS finds a contract employee to be unsuitable to work as a result of the suitability investigation under the task order, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the task order. Contractor employees that had previously received a suitability clearance and fail to pass follow-on suitability clearance shall immediately be removed by the Contractor. The contractor employee (security guard) may appeal the suitability determination to the FPS Headquarter Suitability Branch, and the Contractor should notify the COTR of any such appeals. However, in appeal cases the Contractor may 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 task order. This requirement also applies to contract employees whose unfavorable adjudication is pending appeal. Disqualifying information is listed in DHS-MD 11055.

Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the task order for 3 years, before a new suitability clearance must be issued. 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 task order until a new favorable suitability determination is

made. The Contractor shall submit a new suitability paperwork package to FPS 30 to 45 days prior to the final adjudication date. Paperwork may not be dated more than 60 days prior to final adjudication date.

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.

For employees cleared while employed under a predecessor FPS Guard contract/task order (providing the same services), the suitability determination made under the previous contract will carry over to the new task order, providing that the prior suitability clearance was processed in accordance with DHS-MD 11055, "Suitability Screening Requirements for Contractors." However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire. Contractors who have been investigated and approved by DHS components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are not eligible to work on follow-on contracts/task orders.

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.

7. Security Clearance Requirements

7. 1 Background Investigations

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.

IMPORTANT NOTE: Be advised that unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation.

7.2 Continued Eligibility

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

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

DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any 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.

The Contractor will immediately report any adverse information coming to their attention concerning contract employees under the contract to DHS' Security Office. 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.

The DHS Security Office and COTR must be notified of all terminations/resignations within 5 days of occurrence.

8. Personal Appearance and Grooming Standards

Security Officers shall be in uniform and comply with dress standards while on duty.

- All security guards shall wear clean, properly fitted uniforms when on duty. The uniforms are to be free from defects and worn or frayed fabric.
- Only conservative prescription eyeglasses may be worn with the uniform. Mirrored or opaque sunglasses may not be worn. Frame holders which are navy blue or black in color and otherwise unadorned may be worn. Sunglasses or darkly tinted glasses shall not be worn inside the building unless determined as medically necessary by a licensed medical physician.
- Security guards shall not wear jewelry such as earrings, bracelets, chains, buttons, or pendants. Security guards may wear one ring or ring set on the third finger of each hand, a modest necklace that is completely canceled beneath the uniform shirt, and a watch on either wrist.

- Guards may carry objects of religious significance that the individual's faith requires the individual to carry on his person, provided the object is worn discreetly – under the uniform whenever possible – and does not interfere with the wearing of the uniform. FPS will permit any guard authorized to carry a firearm to carry a kirpan of reasonable length, when worn discreetly under the uniform. A guard who carries the kirpan must notify his supervisor that he is carrying it, and should address any questions about the right to carry it to his supervisors, who are receiving specific guidance from FPS.
- At no time shall a contract employee display, or cause to be displayed, any Contractor insignia or logo while on duty without written approval of the COTR.
- Shirts shall be worn with the cuffs fully extended and buttoned. Short sleeve shirts shall be worn with one button open at the collar and sleeves fully extended.
- Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.
- Undershirts shall be white or neutral and worn in such a manner so as to be concealed from view. No lettering or design shall be visible through the uniform shirt.
- If a mustache is worn, it shall be kept neat and trimmed evenly so that no portion extends more than one-half (1/2) inch below or beyond the line of the individual's upper lip.
- The face shall be kept clean shaven unless the individuals' faith requires the individual to wear a beard or wearing of a beard is authorized by the COTR if prescribed by a board-certified medical doctor for pseudofolliculitis barbae. Facial hair exceeding regulation length should be kept clean, trimmed and combed to present a tidy and professional appearance.
- Hair and/or wigs, for females, must be a natural hair color and kept to present a managed appearance. Hair shall be arranged so that it does not extend more than 2 and 1/2 inches below the bottom of the collar. Bouffant and modified bush styles are acceptable if they allow for proper wearing of headgear. Plaited or braided hair shall be permitted only if worn under headgear. No decorations shall be worn in the hair and items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blend with the hair.
- Hairpieces for males must be a natural hair color, neatly groomed and shall not fall over the eyes or exceed the top of the collar. It shall be kept clean and the length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. Also, the bulk or length of the hair shall not interfere with the wearing of headgear and no decorations shall be worn in the hair.

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- For males, hair length must not exceed the top of a shirt collar unless the individual's faith requires the individual to keep a longer style. Females may wear their hair in an "up" style so as not to interfere with the wearing of the uniform or use of equipment. Whenever possible, hair in excess of regulation length should be worn under a uniform hat or appropriate religious headgear. Religious headgear should be consistent with the colors of the duty uniform, should be no larger than required by an individual's religious requirements, and may be required to bear the insignia and other distinctive markings of the uniform for ease of emergency identification
- Sideburns shall not be conspicuous and shall be neatly trimmed at all times. Sideburns shall not extend below the bottom of the ear, constant in width (not flared), and with a horizontal clean-shaven end.
- Fingernails shall be free of dirt and trimmed to not extend further than 1/8 of one inch beyond the tip of the finger. Fingernail polish may be used if the color is neutral.

NOTE: Requests for religious accommodations in regard to appearance and grooming as set forth above must be submitted through a security guard's supervisory chain in writing, and should briefly explain why the accommodation is requested. Accommodations must be consistent with legal and constitutional standards and essential mission requirements, especially those affecting the safety of guards and members of the public. An accommodated religious practice must not suggest government endorsement of any particular faith, must not reasonably appear to propagate the individual's faith to members of the public, must not significantly undermine the public's confidence in FPS, must not create a significant risk to the safety of the guard or the public, and must not conflict with mission-essential job task requirements

9. Typical Duties

Guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Guard post assignments may include, but are not limited to, the following duties and responsibilities:

- Staff Entrance/Exit Control Posts
- Staff Roving Control Posts
- Prepare Reports and Maintain/File Records
- Monitor and/or Operate Security and Fire Systems
- Ensure Compliance with Building Rules and Regulations
- Maintain Physical Security, Law and Order
- Prevent and/or Detect Unauthorized Access
- Report Hazardous Conditions
- Respond to Emergencies
- Receive and Store Lost and Found Items

- Control, Issue, and Store Keys
- Provide Traffic Control
- Fly the United States Flag
- Provide Testimony in Official Legal Proceedings
- Assist in Responding to/Controlling Civil Disturbances
- Act as Primary Security Response (In outlying locations)

10. Medical and Physical Qualifications

The Contractor is responsible for ensuring that all uniformed employees working under the task order meet the medical requirements described below. **FPS will not grant waivers.** The Contractor, **not FPS**, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act (29 U.S.C. 791 et seq.).

11. Medical Examinations

The Contractor shall require all of its employees, who are prospective contract guards, to undergo a pre-employment medical/physical examination. Examinations shall be administered by a licensed physician and documented on a Standard Form 78 (SF 78). 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 task order.

12. Drug Screening

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/workplace or at: <http://wmcare.samhsa.gov>. The Contractor is strongly urged to utilize 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 is strongly advised to verify whether the laboratory's methodology conforms with SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.

The COTR shall have the express right to request random urine drug screenings at any time during the term of the contract/task order. Random screenings shall

be conducted by the COTR drawing a name from a container that has the names of all guards on duty at the time of the drawing. A representative of the Contractor shall be in attendance at the drawing. Tests will be conducted at an appropriate facility of the Government's choosing. The Contractor shall pay the employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described in the Pre-Employment Screening paragraph above.

The COTR shall have the express right to request urine drug screenings where there is a reasonable cause by the Government to believe that the Contractor's employee(s) may be under the influence of or using illegal substances. Reasonable cause screenings shall be conducted in a similar fashion to random screenings, with the exception that the COTR will advise the CM in writing that he/she requests a drug screening of a specific guard. Once the written request is received, the CM should make arrangements for the test to be conducted as soon as possible and no later than 1 working day of receipt of the written request. The Contractor shall pay the employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described in the Pre-Employment Screening paragraph above.

13. Reporting Time

The Contractor shall submit to the COTR no later than 5 working days after the last working day of each previous month, a spreadsheet of an approved format that details the actual hours performed for each guard post during the month. The report shall be certified by the Contractor for accuracy. The on-site supervisor may submit and certify the report as accurate if the Contractor has authorized them to do so in writing.

13.1 Limitation on Labor Hours to be provided by Individual Employees

No productive guard shall provide more than 12 hours of service on one or more contracts in any 24-hour period, unless the work periods are separated by an 8-hour non-duty period.

The limitation on hours may be verbally waived by the COTR in emergency situations which are beyond the control of the Contractor (e.g., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.)

13.2 Additional Contract Line Item for Temporary Additional/ Emergency/Contingency Guard Services and Liquidated Damages

The Contractor shall be required to maintain, at all times, an on-call reserve force. The reserve force shall be of sufficient size to accomplish all Temporary Additional/Emergency/Contingency Guard services enable the Contractor to provide post coverage in the event of scheduled or unscheduled contractor security guard absences. All reserve security guards must meet the minimum qualification standards required in this BPA before working any post under this BPA.

The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained; however, the Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing security guard force at any given time. 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 BPA award.

This RFQ includes contract line items to be used for Temporary Additional/Emergency Services. In the event that these additional labor hours are necessary, the Contractor must coordinate with the COTR and the CO and make note of the use of the additional contract line item for Temporary Additional/Emergency Services when invoicing.

Minimal notice may be given to the Contractor when the Government requires the use of these additional labor hours. In such circumstances, the Contractor shall be compensated using the Temporary Additional/Emergency Services Rates for any Temporary Service performed within 72 hours of the notification to initiate such service. The contractor will compensated at the Basic Services Rate for any services performed after the 72-hour notification period has expired.

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

In the event a Contractor does not carry out agreed upon responsibilities (such as providing full coverage for a guard post), liquidated damages may apply. Liquidated damages will be enforced by fining the contractor for the neglected guard post labor hours, utilizing the Temporary Additional/Emergency /Contingency labor rate.

14. Contractor's Personnel Filing System

The Contractor shall maintain personnel files on-site for all employees who work under this contract. Files shall be maintained at either the CM's on-site office or the Contractor's regional corporate office. Each guard's file must contain the following information:

1. Application for employment, including DHS 176, FD 258, resume or detailed prior work history and references;
2. Results of all criminal history checks obtained by the Contractor;
3. U.S. Citizenship and Immigration Services Form I-9 *Employment Eligibility Verification* (OMB No. 1115-0136);
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 all 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. A copy of most recent Medical Evaluation (SF 78);
11. Results of all drug screenings administered (both pre- and post-employment);
12. A copy of DHS-3527 (certification card);
13. A copy of all firearm licenses and certifications required by state and local regulations;
14. Records of guard's suitability information (including date current suitability expires);
15. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the contract;
16. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this contract; and
17. A copy of any National Security Information clearance issued, where required by this contract (i.e., Secret/Top Secret).

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 CO or COTR can request, at any time during the course of the contract, a spreadsheet or other tracking system that clearly details the status of all contract employees pertaining to contract requirements.

False statements, certification, or falsification of any documents required in this contract by the Contractor, CM, 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.

15. Identification/Building Pass

If a controlled personnel identification system is used by a tenant agency at a site where the employees are assigned for duty, the tenant agency will provide the employees 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.

16. Use, Accountability, and Care of Contractor Furnished Property

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

16.1 Communications Equipment

The contractor shall provide any and all communications equipment that it deems necessary to ensure Contractor availability on a 24-hour basis. This equipment may include two-way mobile and portable wireless radio equipment, radio base, relay, and repeater equipment, radio equipment accessories (i.e. external speaker/microphones, batteries, rechargeable batteries, battery chargers, antennas, etc.). The Contractor shall, in accordance with applicable Federal Regulations, obtain all permits for the operation of any radio equipment over DHS approved frequencies. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies.

17. Firearms and Ammunition

Firearms meeting the specifications set forth in Attachment 7 hereto shall be furnished by the Contractor to equip each armed guard and supervisor. All weapons and associated ammunition shall be stored in contractor provided storage which meets all safeguard standards established by the Government.

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

each shift. The COTR will provide an ample supply of the Form 1051.

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

In the event that a firearm is fired, lost or stolen, the Contractor shall notify the FPS Megacenters immediately and shall relate all the particulars known regarding the loss or theft of the weapon. Additionally, the Contractor shall provide a detailed written report to the COTR within 1 week of the incident, including the date and time of the incident. The Contractor shall also notify the COTR of the serial number for the replacement weapon.

Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place in designated areas only. A contractor-supplied clearing barrel shall be provided in the designated area for this purpose

17.1 Weapons Training and Qualification

The Contractor is responsible for providing 40 hours of weapons training prior to sending the contract employees to a firing range for the initial range qualification session. Of the 40 hours, 32 hours will be actual training/shooting time on a firing range. 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. Even unarmed guards must be capable of being armed, so contractor personnel that do not meet the requirements for being armed shall not be permitted to work as unarmed guards.

A contract employee may take the firearms range re-qualification 2 times within a 30-day period. However, before the test can be taken a second time the Contractor must provide a minimum of 8 hours of remedial training. After failing the second test, range re-qualification may not be attempted for a period of 6 months. The Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the course qualifications and should document the employee's file with any and all remedial training given to enable the employee to pass the 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.

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

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training was successfully completed using the weapon specified in this contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. NOTE: Prior successful training completion by the contract employee shall not exempt the contract employee from the annual range qualification requirements.

Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) must be conducted using current FPS targets only. The targets are inexpensive and are readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets.

Annual firearms re-qualification does not require specific additional training; rather, it involves the contract employee's ability to pass the Federal Law Enforcement Training Center practical course with a passing score. However, the Contractor shall be liable for ensuring that all contract employees receive the training or range time necessary to successfully re-qualify on the practical course on a semi-annual basis.

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.

FPS Law Enforcement Personnel, weapons instructor, or trained representative must witness the firearms qualification for each contract employee to ensure that each contract employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the FPD Capital Region Training Section to schedule range qualifications at a mutually acceptable date and time. The COTR shall be notified of the scheduled training dates. Firearms qualifications that are not witnessed by an FPS firearms trained employee will not be deemed acceptable for the purposes of this task order.

The Contractor must provide the necessary weapons and ammunition for training and 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 an FPS Training Center, if an FPS Training Center is used to conduct range qualifications. All Contractor-provided weapons used for qualifications of contract employees shall be inspected and approved by an FPS Training Instructor prior to use on any Government firing range. No contract employee shall have in their possession any ammunition for firearms at the time of their entrance upon Government property. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

17.2 Minimum Age for Firearms Licensing

Notwithstanding the minimum age requirement, 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 21 years of age. In the event that there is a legal licensing requirement regarding the minimum age for a security guard, that requirement shall take precedence over the contract's stated acceptable minimum age.

18. Uniforms

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

19. Regulations, Handbooks, and Other Applicable Documents

FPS regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed by the Contractor are listed in the attachments/exhibits. Supplementary regulations which are provided to the Contractor by the COTR or their authorized representative shall also be in effect and will be incorporated by modification to the task order.

20. CPR/First Aid Training

The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR and First Aid training to all employees assigned to work under this task order. CPR training and certification shall be valid for a period of 1 year. Upon the one-year expiration of the CPR certification, each employee must become re-certified. Recertification training shall be a minimum of 6.5 hours and cover adult, pediatric, and infant CPR procedures. While expressing no preference for a CPR training provider, the Government requires that each CPR course MUST provide practical training (e.g., on "dummies") on resuscitation techniques.

If the Contractor is uncertain as to whether a training provider is acceptable, the COTR can provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein.

No employee shall be permitted to work under this task order without valid CPR or First Aid certification credentials.

21. Security Guards (Productive and Supervisory)

All productive and supervisory security guards working under this contract must take the following training at the time periods specified in the following chart. 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 should be provided to Contractor's employees on the first day of their basic training course.

	TRAINING COURSE (i) AND HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Initial	Article II. Basic Training – 64 Hours	Article III.	(i) XXX
	Article IV. FPS Orientation and Magnetometer/ X-Ray training – 16 Hours	(i) XXX	(ii)
	Weapons Training – 40 Hours	(iii)	(iv) XXX
	CPR, AED, and First Aid Training and Certification	(v)	(vi) XXX
Recurring	Annual CPR and AED Training and Certification		(viii) XXX
	Biannual First Aid Training and Certification		(ix) XXX
	Re-certification Training – 40 Hours (Every 3 years)		(x) XXX
	Annual weapons Qualification	(xi)	(xii) XXX

Basic training, FPS “orientation” training, Written Exam, Magnetometer/X-Ray training, and current FPS Basic Firearms Training are “one time only” courses, meaning that they do not have to be taken again during the contract term once they are successfully completed by the Contractor's employees. However, additional training may be required on Magnetometer/x-ray if/when the

equipment or technology is changed. 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. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. The written examination is based entirely upon the SGIM.

Current FPS basic annual firearms re-qualification does not require specific additional training; rather, it involves the contract employee's ability to pass the current FPS firearms qualification standards, as established by the Federal Law Enforcement Training Center. However, the Contractor shall be responsible for ensuring that all contract employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis, at no additional cost to the Government.

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

22. Written Examination

Upon the contract employees' completion of the Basic Training and a favorable pre-employment suitability and Recertification Training, the Contractor must schedule a Government-administered written examination with FPS that will test their employees' familiarity with and understanding of the information contained in the SGIM after the contract employees (productive and supervisory) successfully complete the applicable course. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).

If a contract employee does not pass the examination on the first attempt, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to pass the written examination. If the contract employee fails after the second attempt, s/he must wait 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 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 1-year suspension period has expired, the guard is considered a new hire.

IMPORTANT NOTE: No waivers will be granted regarding the testing policies and procedures stated above.

23. FPS-Specific Training

All contract employees must receive FPS-specific training prior to working under this contract. 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.

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 CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

24. Failure to Attend Government Provided Training

The Contractor must 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.

An excused absence occurs when personnel fail to appear for scheduled qualifications, but the Contractor has provided 48 hours advanced notice or an acceptable excuse. Acceptable excuses are medical emergencies of the security guard and the security guard's immediate family (spouse, children, and parents) and a death in the family. All other excuses shall be reviewed on a case-by-case basis to determine acceptability. An unexcused absence occurs when personnel fail to appear for scheduled training/testing and the Contractor has failed to provide 48 hours' advance notice or an acceptable excuse. COTRs will recommend if absences are excused or unexcused and the Contracting Officer will make the final determination.

The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the COTR as soon as possible. The FPS retains the right to review emergency cancellations to ensure that they are in fact acceptable and excusable. Emergencies that are unacceptable may result in the Contractor being placed under an unexcused absence situation.

The FPS Training Instructor shall compile a list of all employees who have an unexcused absence for each day of training. This list will be forwarded to the CO, and the costs associated with the security guard's failure to attend will be deducted from the Contractor's next monthly payment. Furthermore, those employees with unexcused absences will be given last preference for re-scheduling training (after those employees who have not been trained and those who require make-up training from an excused absence); thus, the employee's

ability to work under the contract may be seriously delayed by the unexcused absence(s).

25. Contractor Obligation to Obtain All Required Licenses and Permits

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

- Obtain all licenses and permits required for each guard and supervisor to serve as either an unarmed guard or armed guard. Armed guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed guard to carry a valid firearm certificate or permit while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained.
- Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under the order. Copies of all insurance must be provided and approved by the CO before the commencement of work. An updated insurance certificate is required each time a contract option is exercised.

Maintain current, valid copies of all licenses, permits, and certifications described in this SOW. The CO, COTR, and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the execution of the order. The Contractor shall complete and certify a written record that shows names and issue dates for each employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any and all contract work. The Contractor shall provide an updated record to the Government upon the CO's or COTR's request.

26. Security Management

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.

The COTR and the DHS 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.

27. Guard Post Assignment Record (GSA Form 2580)

Guards shall perform in accordance with the duties outlined on GSA Form 2580, which is prepared by FPS, for all shifts on each post. Except for emergencies, the guards cannot make any deviations from the duties prescribed in the Form 2580. The COTR may modify, amend, and/or revise Guard Post Assignment Records to change shift duties, start and stop times, and post locations, provided the change has no impact on the task order cost.

28. Contractor Access to Classified Information

DHS has determined that the performance of this contract requires that the Contractor requires 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.

If access to classified information is required, the Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, 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.

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 30 days prior to the contract start date.

If access to classified information is required, the Contractor must possess a TOP SECRET facility clearance consistent with the NISPOM 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.

29. Contractor Obligation to Obtain GSA Certification Cards for All Uniformed Guards

Prior to working under the order, every uniformed guard (whether productive or supervisory) must possess a valid Certification Card (GSA Form 3527 or equivalent). The Certification Card is evidence that the guard has: received a favorable adjudication from FPS; passed the medical examination; completed the required training; passed the required examination(s); and meets all other qualification criteria to be a contract security guard. GSA Certification cards will be issued out of the National Capital Region (NCR) Office

30. Quality Control

30.1 Contractor-Provided Quality Control Plan

The Contractor shall develop and adhere to a Quality Control Program. The Contractor shall maintain a file of all inspection reports related to the task order and shall make those reports available to the COTR upon request. The COTR may also request a copy of each inspection report to be forwarded on a monthly basis. The Contractor shall brief the COTR of any serious problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem. The Quality Control Plan shall be provided as a deliverable at the Post-Award Meeting

31. Contract Transition

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 may not interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.

The Government will provide the Contractor with the names, social security numbers, and anniversary dates of all employees working under the predecessor contract as soon as is feasible after contract award. The Service Contract Act does not require the predecessor contractor to provide this information earlier than 10 days prior to the predecessor contract ending date; however, the

Government will request cooperation by the predecessor contractor to provide this information upon award of this contract.

The contractor shall provide a Transition Management Plan at the Post Award Meeting that addresses the following:

1. A strategy for implementing supervisory functions,
2. The process for transitioning predecessor employees,
3. Equipment inventory and maintenance plan,
4. Weapons security and maintenance plan,
5. Ammunition management plan,
6. A plan for establishing a reserve force and the current status of staffing levels,
7. A progress report on obtaining permits, licenses, and registrations,
8. A status report on submitting applications for personnel clearances,
9. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.

32. Phase-Out of Contract and Continuity of Services

The Contractor must recognize that services under this contract are vital to the Government and must be continued without interruption. Upon contract expiration, a successor Contractor may continue such services. The Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. The Government will request and the Contractor shall provide the names, social security numbers, and anniversary dates of all employees when a new solicitation for follow-on services is developed.

33. Deliverable Schedule

The Contractor must provide deliverables as required by the COTR and as specified in the task order for review and acceptance.

Article V. Deliverable	Due Date
Transition Management Plan	Post Award Meeting
Labor-hours Spreadsheet	Five working days after end of month

GSA Form 139	As required
Firearms Incident Report	7 Days after Incident
Firearms Inventory	As Required
Firearms Cabinet	Post Award Meeting
Uniforms	Post Award Meeting
Quality Control Plan	Post Award Meeting
Bonds, Insurance	Post Award Meeting
Training Schedule	As required
Security Clearance Package	As Required
Invoices	With Labor-hour Spreadsheet

Note: The Post Award/Pre-Performance Meeting shall take place on a mutually agreeable date not to exceed ten working days after award of the BPA. One copy of the Transition management plan and Quality Control Plan shall be provided to the Contracting Officer on a CD in Word Format on or by the date of the Post Award/Pre-Performance Meeting.

The Government will have 30 working days to review and provide comments to the Contractor prior to acceptance of all deliverables. The Contractor must then respond 10 working days after receipt of Government comments. Two hard copies and one electronic version of all deliverables must be submitted to the COTR for review and approval. For presentations and or briefings the Contractor must use Power Point, Word, Excel, or any other mediums requested by the COTR.

SECTION I – CLAUSES, TERMS AND CONDITIONS

A. CLAUSES INCORPORATED BY REFERENCE

RESULTANT BPA(S) SHALL INCORPORATE BY REFERENCE ALL CLAUSES, TERMS AND CONDITIONS, CONTAINED IN GSA SCHEDULE 84.

CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS

The Contractor agrees to comply with the following clauses incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the letter contract is issued applies otherwise stated herein. The following clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>
HSAR 3052.211-70	Index for Specifications
HSAR 3052.215-70	Key Personnel or Facilities
HSAR 3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work
HSAR 3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility
HSAR 3052.228-70	Insurance
HSAR 3052.237-70	Qualification of Contractor Employees
HSAR 3052.242-71	Dissemination of Contract Information
FAR 52.204-9	Personal Identity Verification of Contractor Personnel
FAR 52.212-1	Instructions to Offerors—Commercial Items (Jan 2006)
FAR 52.212-4	Contract Terms and Conditions – Commercial Items
FAR 52.232-18	Availability of Funds (April 1984)
FAR 52.232-19	Availability of Funds for the Next Fiscal Year (April 1984)
FAR 52.223-5	Pollution Prevention and Right-to-Know Information. (Aug 2003)
FAR 52.232-18	Availability of Funds (Apr 1984)
FAR 52.232-19	Availability of Funds for the Next Fiscal Year (Apr 1984)
FAR 52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)
FAR 52.237-3	Continuity of Services (Jan 1991)
HSAR 3052.204-70	Security Requirements for Unclassified Information Technology Resources
HSAR 3052.215-70	Key Personnel or Facilities

HSAR 3052.237-71	Information Technology Systems Access for Contractors
HSAR 3052.237-72	Contractor Personnel Screening for Unclassified Information Technology Access
HSAR 3052.242-72	Contracting Officer's Technical Representative
HSAR 3052.245-70	Government Property Reports

52.204-9 Personal Identity Verification of Contractor Personnel.

As prescribed in [4.1303](#), insert the following clause:

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

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

FAR 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (APR 2005)

(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 (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(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 (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (Mar 1999) of 52.219-5.

(iii) Alternate II (June 2003) of 52.219-5.

(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 (Jan 2002) (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)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 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.

(11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2005) (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).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

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(28) 52.225-16, Sanctioned European Union Country Services
(Feb 2000) (E.O. 12849).

(29) 52.232-22, Limitation of Funds (APR 1984)

(29) 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)).

(30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)
(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-33, Payment by Electronic Funds Transfer—Central
Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer—Other than
Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (Aug 1996)
(5 U.S.C. 552a).

(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial
Vessels (Apr 2003) (46 U.S.C. App. 1241 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:

(1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)
(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires
(May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price
Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and
41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price
Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to
Successor Contract Pursuant to Predecessor Contractor Collective Bargaining
Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record*. The Contractor shall comply
with the provisions of this paragraph (d) if this contract was awarded using other

than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in 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 \$500,000 (\$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 (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (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, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 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 52.217-8- Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

FAR 52.228-5 - Insurance—Work on a Government Installation (Jan 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

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(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

FAR 52.252-2 - Clauses Incorporated by Reference.

As prescribed in 52.107(b), insert the following clause:

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.Arnet.gov

[Insert one or more Internet addresses]

**HSAR 3052.209-70 Prohibition on contracts with corporate expatriates
[DEC 2003]**

(a) Prohibitions. Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. 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 homeland security, or to prevent the loss

of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(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),

(c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DHS, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If, after award, the Contractor discovers a conflict of interest with respect to the contract awarded as a result of a solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer.

The disclosure shall include a full description of the conflict, a description of the action the contract has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government. (End of clause)

If an index or table of contents is furnished in connection with specifications, it is understood that such index or table of contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not to be considered as part of the specifications. In case of discrepancy between the index or table of contents and the specifications, the specifications shall govern. (End of clause)

HSAR 3052.215-70 Key Personnel or Facilities [DEC 2003]

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract: (specify key personnel or facilities)

HSAR 3052.222-70 Strikes or Picketing Affecting Access to a DHS Facility [DEC 2003]

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

HSAR 3052.228-70 Insurance. [DEC 2003]

In accordance with the clause entitled "Insurance – Work on a Government Installation" [or Insurance – Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) CFR 28.307-2(a).
- (b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).
- (c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

**HSAR 3052.237-70
2003]****Qualifications of contractor employees. [DEC**

- (a) "Sensitive Information" is any information or proprietary data which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (The Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
- (b) 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
- (c) persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (d) 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.
- (e) The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

- (f) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Card Form I-151. An alien authorized to work shall present evidence from the Bureau of Citizenship and Immigration Services that employment will not affect his or her immigration status.
- (g) 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 3052.237-71 Information Technology Systems Access for Contractors. [DEC 2003]

- (a) No contractor personnel shall start work under this contract that involves actual or potential access to sensitive information until (1) approved for access, (2) they have received a security briefing, or current refresher, about Information Technology (IT) security, from the appropriate Organizational Element (OE) Information Systems Security Officer (ISSO); and (3) have signed a non-disclosure agreement form. This user security agreement is provided as an Attachment to this solicitation. By signing the user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all DHS OE information technology resources and information related thereto. The Contracting Officer Representative (COR) for this contract shall arrange the aforementioned security briefing. The ISSO is responsible for retaining the non-disclosure documents signed and

submitted by the contractor employees as well evidence of security training.

- (b) The contractor shall have access only to those areas of DHS OE information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Information technology assets includes computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and Internet sites. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract.

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- (c) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).
- (d) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use of access.

HSAR 3052.242-71 Dissemination of Contract Information [DEC 2003]

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

HSAR 3052-242-72 Contracting Officer's Representative [DEC 2003]

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a

technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

- (b) The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer

B. CLAUSES INCORPORATED IN FULL TEXT

1. 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES [DEC 2003]

(a) Prohibitions. Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. 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 homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(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, Public Law 107-296, 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 after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

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

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

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

(3) The expanded affiliated group, which after the acquisition includes the entity, does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

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

- (i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) stock of such entity, which is sold in a public offering, related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.

(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 after the date of enactment of this Act and 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 Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships, which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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

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

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

(f) Disclosure. By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

**2. 3052.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES
(NOVEMBER 2004) (DEVIATION)**

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

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

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

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

- (i) if lost, misused, modified or accessed without authorization, could adversely affect the national interest, proprietary rights, the

conduct of Federal programs, or individual privacy under 5 USC section 552a; and,

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

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

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

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

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

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

INVOICING PROCEDURES

All invoices shall be submitted via one of the following three methods:

a. By mail:

BPA HSCEEC-08-A-00004

SecTek, Inc.

DHS, ICE
Debt Management Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 11 Invoice

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. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to FPS on or after January 29, 2006 to ensure prompt payment provisions are met. The FPS Region number shall also be notated on every invoice. To assist in timely payment, it is also recommended that the contractor provide the Accounting Transaction Number (also known as the "PJ" number) on the submitted invoice.

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

"...An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description (to include Bldg # and Post#), quantity (i.e. # of hours), unit of measure, unit price (i.e. Guard Hourly Rate) 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

BPA HSCEEC-08-A-00004

SecTek, Inc.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)

(x) Electronic funds transfer (EFT) banking information.

(xi) Requisition Number (a.k.a. "ACT" or "PJ" number)

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

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

Invoices without the above information may be returned for resubmission.

A sample invoice with the required information is listed below as follows:

SAMPLE INVOICE

Company Name and Address	Taxpayer ID Number: 00000	DUNS Number: 0000000000		Date of Invoice: 10/01/06
Customer: DHS/ ICE/FPS 800 N. Capitol St. NW Washington, DC 20536		Mail Invoice to: DHS, ICE Debt Management Center P.O. Box 1279 Williston, VT 05495-1279 Attn: FPS Region 11 Invoice		Invoice Number: 0000 Period of Performance : 9/1/06- 9/30/06

BPA HSCEEC-08-A-00004

SecTek, Inc.

Contract Number: HCEMP-06-C-XXXX FFMS Document Number: PJRW00XXX				Terms: Net 30
Contract Specialist: Ms. XXXX Email Address: XXX@dhs.gov Telephone Number: (202) 000-0000	COTR: Ms. OOO Email Address: OOO@dhs.gov Telephone Number: (202) XXX-XXXX			
Contract Line Item Number (CLIN)	Quantity & Unit of Issue	Description/Location (Including Bldg. number)	Unit Price	Total Amount
		ABCEDF St. Washington, DC Bldg: DC000ABC		
0001	Post 1			
	1000 hours	Productive Armed Guard Service	19.00	\$19,000.00
0002	Post 2			
	100 hours	Productive Unarmed Guard Service	19.00	\$1,900.00
0003	Post 3			
	10 hours	Supervisory Guard Service	\$20.00	<u>\$200.00</u>
	Total Amount			\$2,1100.00
	Make checks payable: Company Name and Address CCR: XXXXXXXX Bank Routing	Contact Ms. XXXX, Contract Administrator, at (202)XXX-XXXX in the case of a defective invoice.		

	Number: 0000000000			
Certification:	<p><i>I certify to the best of my knowledge and belief that the supplies/services shown on this invoice have been received and are accepted.</i></p> <hr/> <p><i>Contracting Officer's Technical Representative Date</i></p>			

Payments

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. In the event the contract begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month. Payment will only be made after the following conditions have been met:

- (1) After contract performance/payment of guard service and Government acceptance of services;
- (2) After receipt of a proper invoice;
- (3) Only for the number of hours actually performed, less any deductions for deficient performance, and for reimbursable expense(s) actually paid and considered allocable, allowable, and directly applicable to this contract.
- (4) The Government will take a deduction from the invoice for charges assessed to the Contractor for deficient performance for the month for which the invoice is submitted and for previous months, for which the proper deductions have not been taken. The budget office will itemize any deductions taken and provide the reasons for the deductions on the payment voucher.

- (c) It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this contract. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this contract and for adjustments for deficiencies in the performance of work.
- (d) 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 contract(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.
- (e) To verify the monthly payment for productive man-hours, the Co's designated representative may compare the man-hours required in the contract with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor. If variances are noted between the invoice and the GSA Form 139, the Government will propose a contract deduction. For example, if the contract required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the GSA Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.
- (f) Any inquiries regarding payment shall be directed to the Contracting Officer.

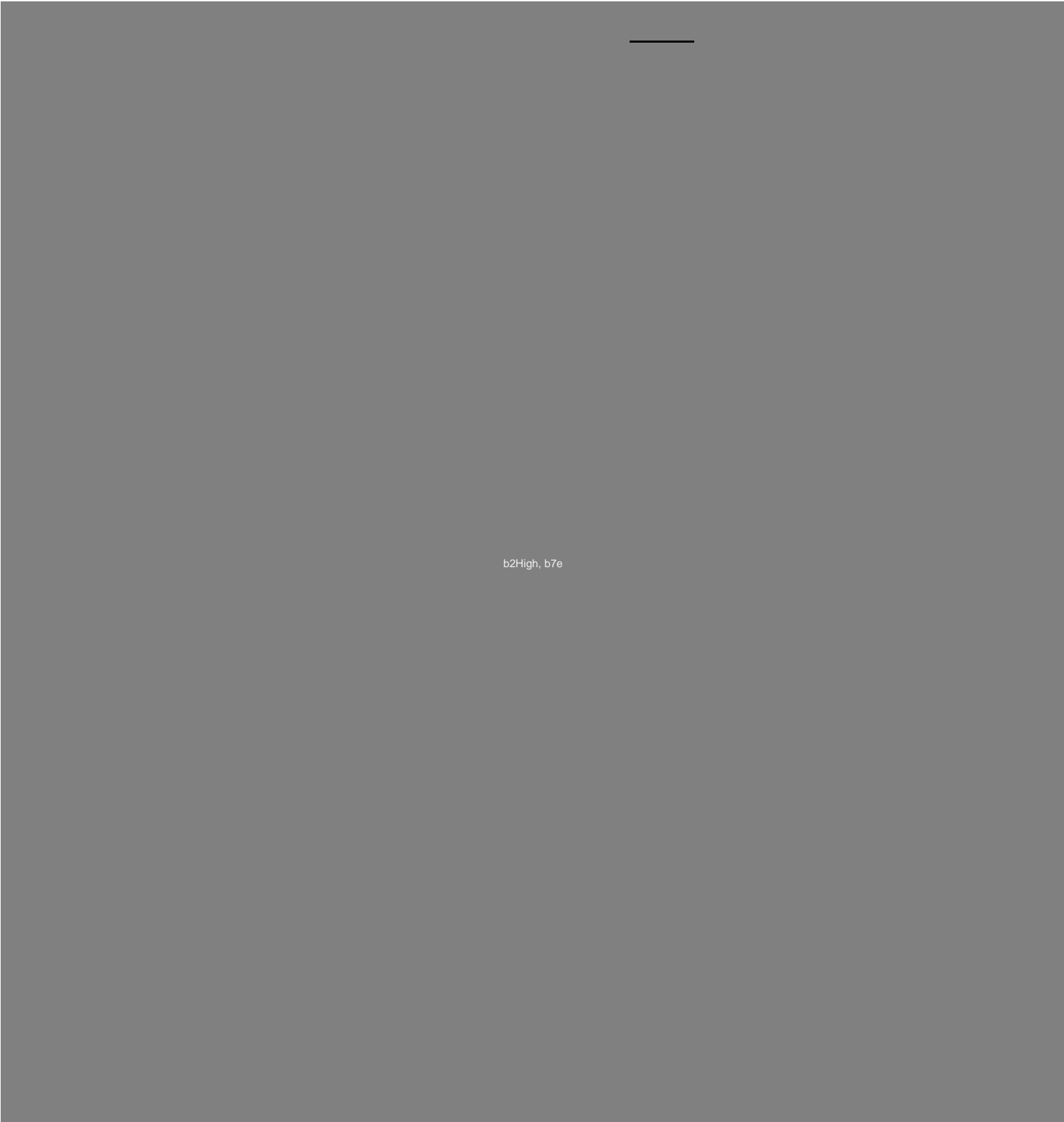
SECTION J - ATTACHMENTS

Attachments

- I. Exhibits
- II. Applicable Collective Bargaining Agreement AREA 1 and AREA 3
- III. DOL Wage Determination AREA 4
- IV. Firearms Specifications

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					AREA	1						
Building	Bldg.	Building	Post	Post	Post	Armed/	Start	End	Hrs Per	Performance	Security	



b2High, b7e

b2High, b7e

AREA 3

PRODUCTIVE: DC0029 OLD POST OFFICE

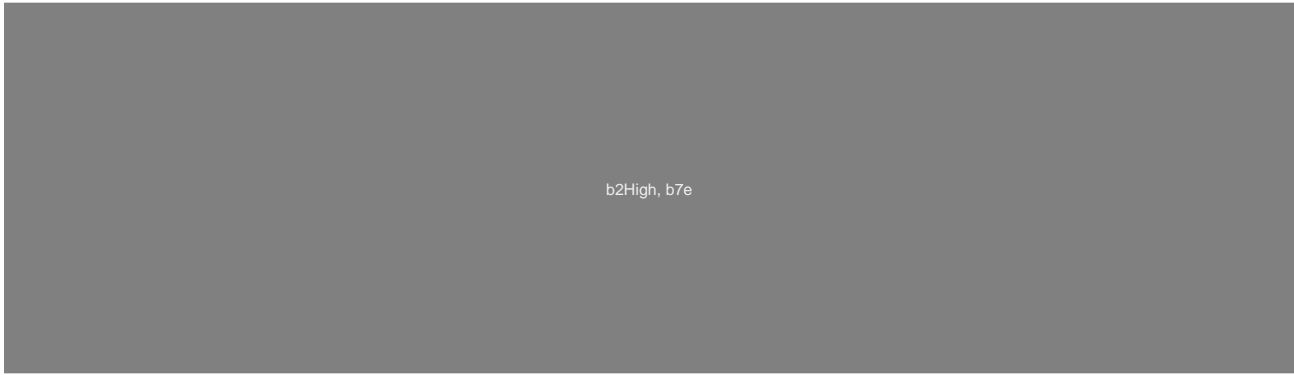
**LOCATION: 1100 PENN AVE., NW. WASHINGTON, DC
CLASS II GUARDS**

Note for Bldg DC0029: There are seasonal hour variances in a number of Posts throughout this building. Winter posts are generally from 01 October through mid-March. Summer posts are generally from mid-March to 30 Sep. Exact days to switch seasons will be communicated via individual task order. (w) shown below denotes “winter” and (s) shown below denotes “summer”.

Post #	Location/Description	Time Of Day (w)	Time Of Day (s)	Hours Per Day (w)	Hours Per Day (s)	Days Per Week	Relief Required (Yes or No)	Armed Post (Yes or No)	Security Classification
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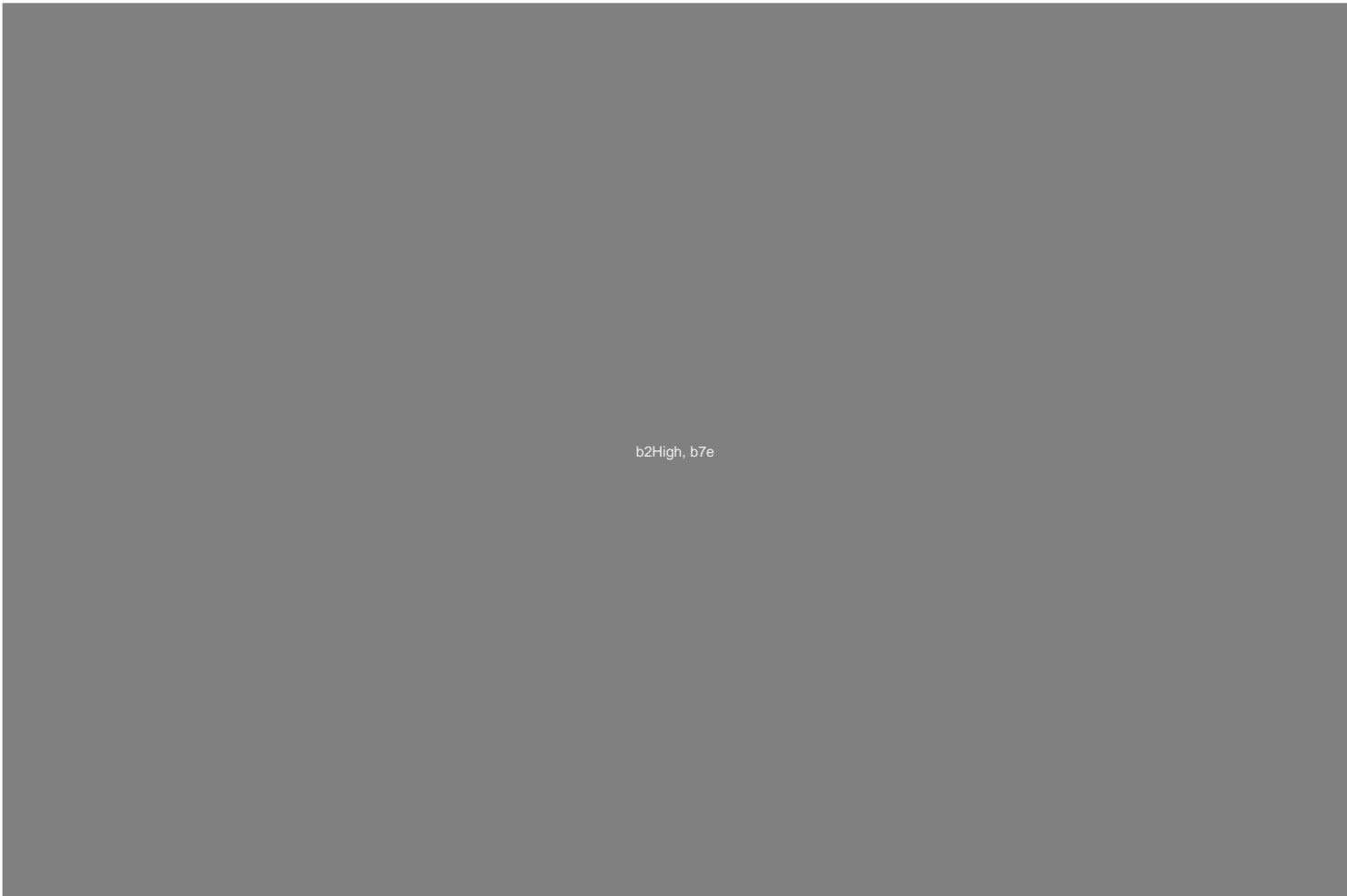


b2High, b7e



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Post #	Location/ Description	Time Of Day	Time Of Day	Hours Per Day	Hours Per Day	Days Per Week	Relief Required (Yes or No)	Armed Post (Yes or No)	Security Classification
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Post #	Location/ Description	Time Of Day	Time Of Day	Hours Per Day	Hours Per Day	Days Per Week	Relief Required (Yes or No)	Armed Post (Yes or No)	Security Classification
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b2High, b7e

Post #	Location/ Description	Time Of Day	Time Of Day	Hours Per Day	Hours Per Day	Days Per Week	Relief Required (Yes or No)	Armed Post (Yes or No)	Security Classification
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b2High, b7e

Post #	Location/ Description	Time Of Day	Time Of Day	Hours Per Day	Hours Per Day	Days Per Week	Relief Required (Yes or No)	Armed Post (Yes or No)	Security Classification
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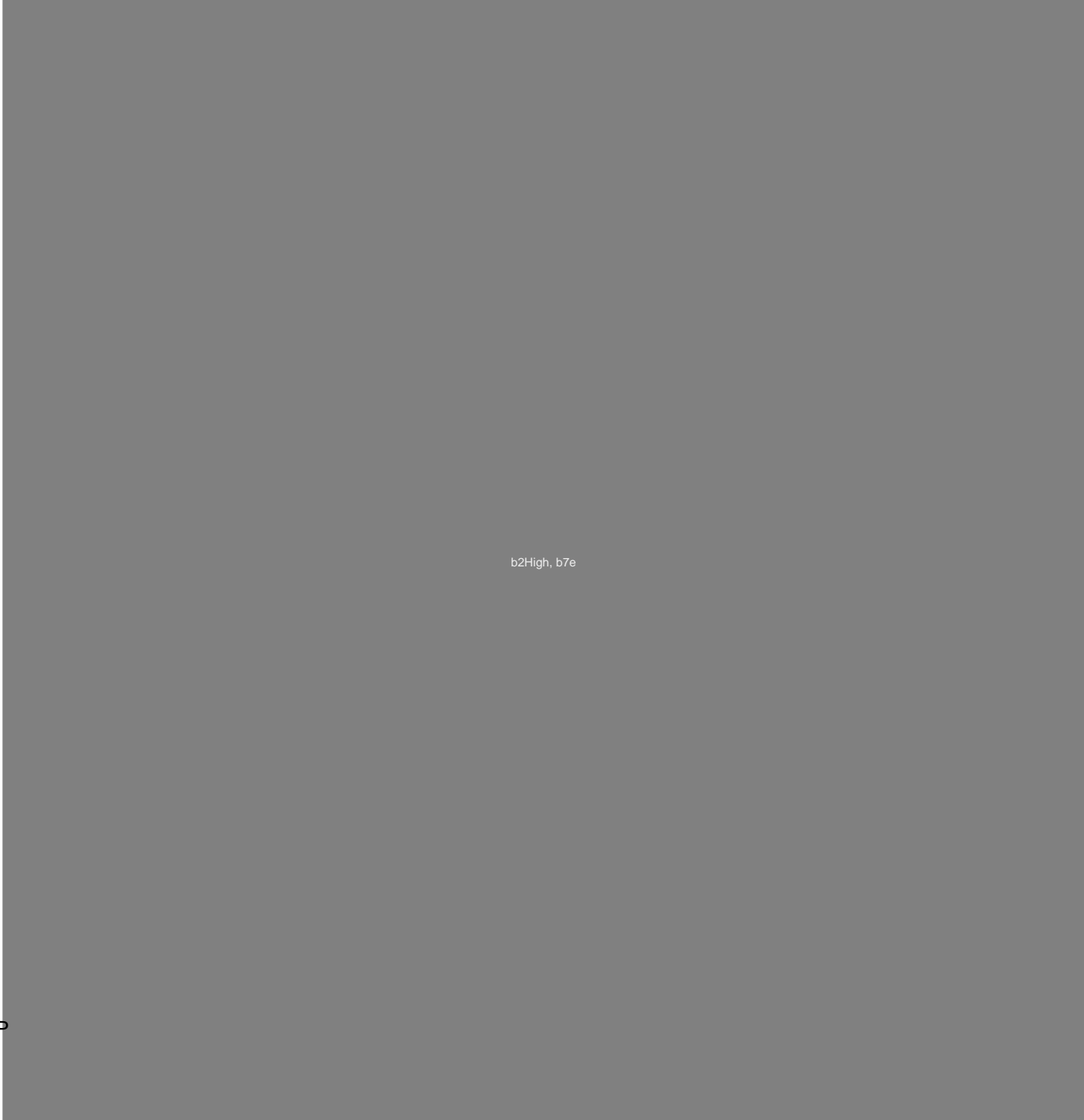
b2High, b7e

Post #	Location/ Description	Time Of Day (w)	Time Of Day (s)	Hours Per Day (w)	Hours Per Day (s)	Days Per Week	Relief Required (Yes or No)	Armed Post (Yes or No)	Security Classification
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b2High, b7e

Post #	Location/ Description	Time Of Day (w)	Time Of Day (s)	Hours Per Day (w)	Hours Per Day (s)	Days Per Week	Relief Required (Yes or No)	Armed Post (Yes or No)	Security Classification
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b2High, b7e

Holidays



b2High, b7e

Post #	Location/ Description	Time Of Day (w)	Time Of Day	Hours Per Day	Hours Per Day	Days Per Week	Relief Required (Yes or No)	Armed Post (Yes or No)	Security Classification
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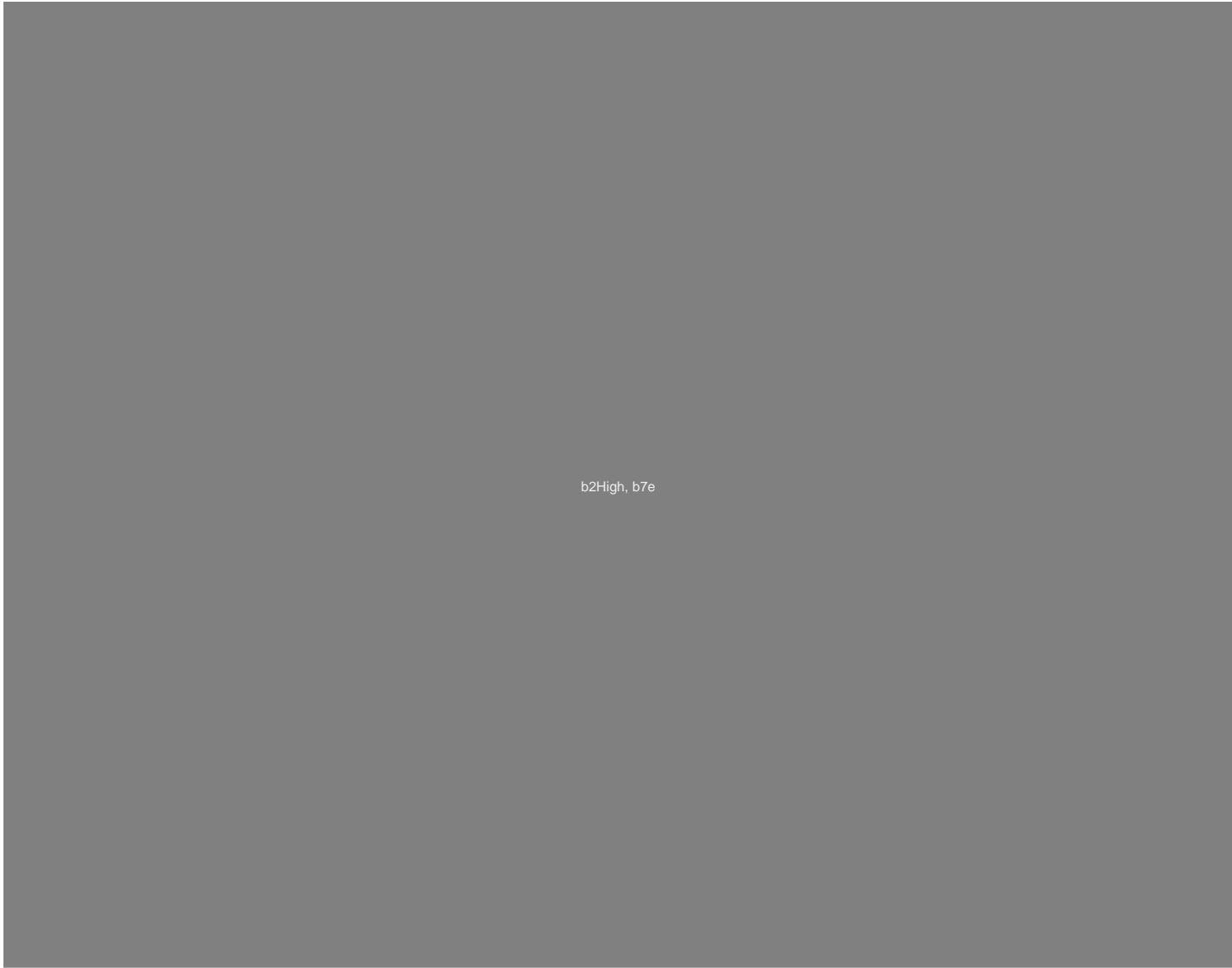
AREA 4

PRODUCTIVE: ONE POTOMAC
YARD – South Tower
TWO POTOMAC
YARD – North Tower

LOCATION: 2777 & 2733 Crystal Drive, Arl. VA.
(VA0907ZZ – South Tower) (VA0908ZZ – North Tower)

CLASS II GUARDS

Post #	Location/ Description	Time Of Day	Hours Per	Days Per Week	Relief Required	Armed Post (Yes or No)	Security Classification
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b2High, b7e

PRODUCTIVE: ONE POTOMAC
YARD – South Tower
TWO POTOMAC
YARD – North Tower

LOCATION: 2777 & 2733 CRYSTAL DRIVE, ARL. VA.
VA0907ZZ - South Tower, VA0908ZZ – North Tower

CLASS II GUARDS

Post #	Location/ Description	Time Of Day	Hours Per Day	Days Per Week	Relief Required (Yes or No)	Armed Post (Yes	Security Classification
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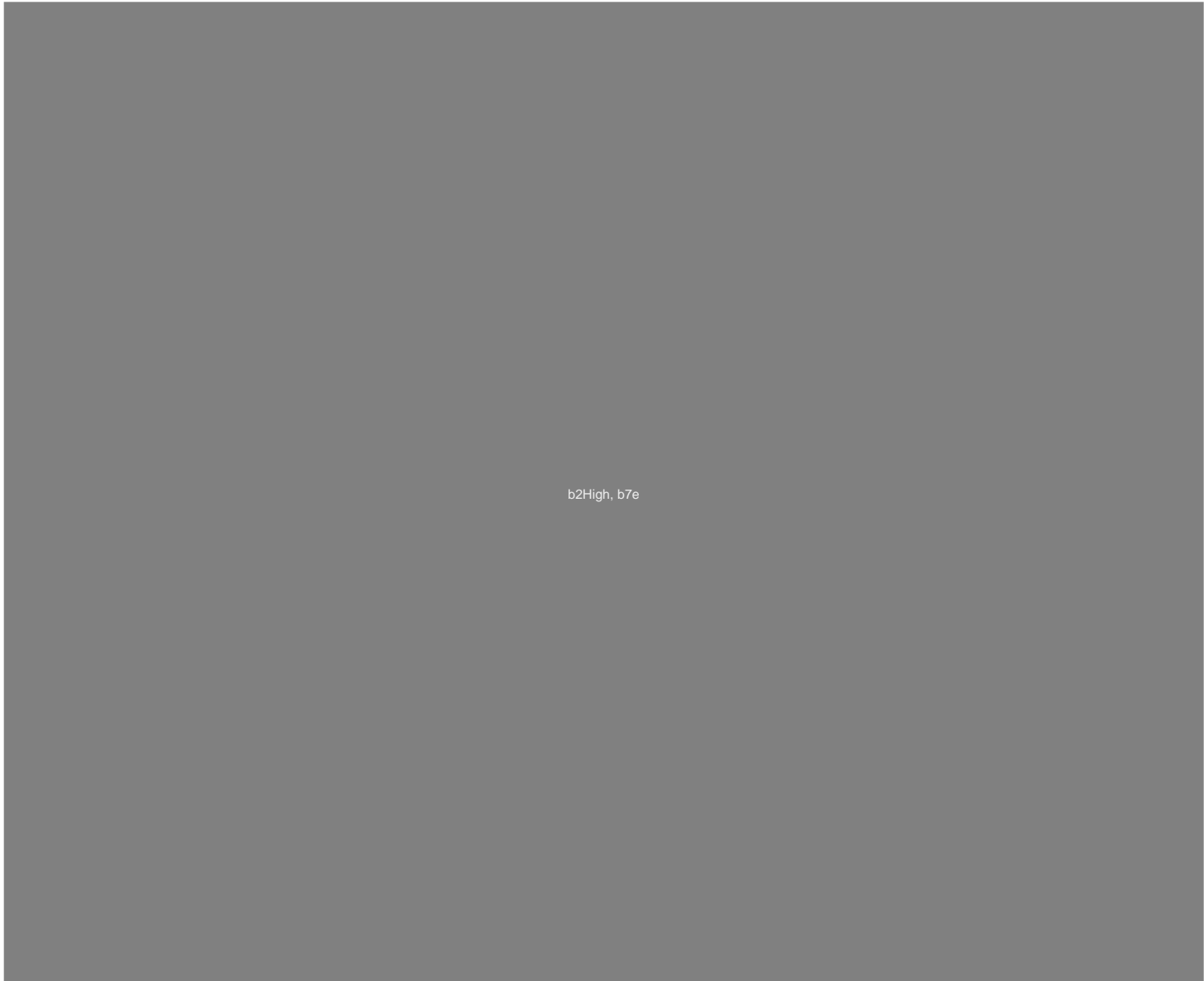
b2High, b7e

SUPERVISORY: ONE POTOMAC YARD –
South Tower
TWO POTOMAC YARD –
North Tower

LOCATION: 2777 & 2733 CRYSTAL DRIVE, ARL. VA.
VA0907ZZ - South Tower, VA0908ZZ – North Tower

CLASS II GUARDS

Post #	Location/ Description	Time Of Day	Hours Per Day	Days Per Week	Relief Required (Yes or No)	Armed Post (Yes or No)	Security Classification
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b2High, b7e



Exhibit Note:

- Where indicated, relief periods (lunch, breaks, etc.) are authorized by Contract.
- The Contractor must provide a replacement guard for each employee on an authorized break.
- Unless otherwise specified, patrol (rover) guards and supervisors must not be used for replacement.
- All full time productive guards working a minimum 8-hour shift shall be provided a paid 15-minute break for each 4 hours of work. This break should normally be scheduled in the middle of each 4-hour period. A 30-minute unpaid lunch break shall also be provided to those individuals.
- All guards working a 6-hour shift shall be provided a paid 15-minute break and 30 minute unpaid lunch break.
- Part-time productive guards working a minimum of 4 hours shall be provided a paid 15 minute break every 4 consecutive hours worked.
- The cost to cover relief for the productive hours indicated herein must be included in your offer.
- Copying, dissemination, or distribution of these drawings, plans, or specifications to unauthorized users is PROHIBITED. Do not remove this notice. Properly destroy documents when no longer needed.

COPY

AGREEMENT

between

SecTek, Inc.

And

**The International Union, Security, Police and Fire Professionals of America
(SPFPA)**

**For Guard Services
at**

- **Old Post Office, 1100 Pennsylvania Ave, NW, Washington DC**
 - **950 L'Enfant Plaza, SW, Washington DC**
 - **401 14th Street, SW, Washington DC**



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Handwritten signature and initials, possibly 'APK' and 'JIN', with a date '7/27/07' written below.

PREAMBLE

I. This Agreement is entered into by and between SecTek, Inc., (hereinafter referred to as the "Company" or "SecTek") and the covered employees of the Company (as defined in Section 1.2) located at

- Old Post Office, 1100 Pennsylvania Ave. NW, Washington, D.C.
- 950 L'Enfant Plaza, SW, Washington DC
- 401 14th Street, SW, Washington DC

and SPFFA (or its lawful successor in interest) (hereinafter referred to as the "Union"). Unless otherwise stated herein, this Agreement is effective October 1, 2007 for all economic terms, and upon signing for non-economic terms.

II. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with the respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after exercise of that right and opportunity, are set forth in this Agreement.

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

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

ARTICLE 1: RECOGNITION

SECTION 1.1 - Recognition of Union. The Company hereby recognizes the Union as the sole and exclusive bargaining representative of "employees" as defined in Section 1.2 of this Agreement.

SECTION 1.2 - Employees. Whenever used in this Agreement, the term "employees" shall mean all full-time and regular part-time security officers and shift supervisors employed by the Employer, and excluding temporary personnel as defined in Section 1.4 of this Agreement, office clericals, managerial personnel, project managers, supervisors as defined by the National Labor Relations Act, and all other personnel. It

is expressly agreed and understood between the parties that persons enrolled or participating in pre-assignment training programs offered by the Company shall not be considered employees under this Section 1.2.

SECTION 1.3 - Probationary Employees. All employees newly hired, or rehired after termination of their seniority, shall be classified as probationary employees for a period of ninety (90) days from the date of hire or rehire. During their probationary period, the probationary employee may be disciplined and terminated with or without just cause as that term is defined in Article 12 of this Agreement. During the probationary period, the probationary employee shall be deemed to be employed for an indefinite term.

SECTION 1.4 - Temporary Personnel. "Temporary personnel" are persons hired by the Company for a period not to exceed seventy (70) days in a calendar year and, who, prior to the commencement of actual work, have executed a written statement acknowledging such duration of employment. A person initially hired under such conditions may not actually work in excess of seventy (70) days in a calendar year, except by the mutual agreement of the Company and the Union. The Company, under its contract with the United States Government (hereafter "the Contract"), may provide, hire and use temporary personnel in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; provided it is not the intent of the Company to replace existing full-time vacancies/jobs with temporary employees.

SECTION 1.5 - Part-time Personnel. The Company, under its Contract, may provide part-time positions in order to provide full staffing level coverage, increase security levels as needed and avoid overtime. The part-time employee may be scheduled to work more than a part-time schedule. "Part time" personnel or employees shall be those employees who work 29 hours or less in a work week.

ARTICLE 2: UNION SECURITY

SECTION 2.1 – Agency Shop.

A. **Current Members of the Union.** An employee employed at the time this Agreement becomes effective who is a member of the Union at such time shall, not later than the fifteenth (15th) calendar day of employment of each calendar month of employment, tender to the Union the dues uniformly required as a condition of retaining membership in the Union.

B. **Current Employees Who Are Not Members of the Union.** An employee employed at the time this Agreement becomes effective who is not a member of the Union at such time shall either: (1) become a member of the Union and remain a member of the Union to the extent of tendering an initiation fee and the membership dues uniformly required as a condition of retaining membership in the Union, or (2) agree to tender to the Union a service fee. This service fee shall be an amount determined by the Union to cover the costs of negotiating and administering this Agreement, which amount shall not exceed the Union's regular and usual initiation

fees and dues, and shall not include any assessments, special or otherwise. Such payments shall commence on the thirty-first (31st) day after the date of hire.

C. Employees Hired, Rehired or Reinstated After The Effective Date of This Agreement. An employee who is hired, rehired, or reinstated after the effective date of this Agreement, shall either: (1) become a member of the Union and remain a member of the Union to the extent of tendering an initiation fee and the membership dues uniformly required as a condition of retaining membership in the Union, or (2) agree to tender to the Union a service fee. This service fee shall be an amount determined by the Union to cover the costs of negotiating and administering this Agreement, which amount shall not exceed the Union's regular and usual initiation fees and dues, and shall not include any assessments, special or otherwise. Non-members shall be promptly provided with a copy of the Union's procedure for filing fair share fee objections. Such payments shall commence on the thirty-first (31st) day after the date of hire.

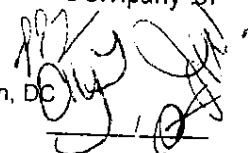
D. Indemnification. The Union, including its International, agrees to save and hold the Company harmless from any and all claims, actions, suits, damages, or costs, including attorney fees incurred by the Company, on account of any matter relating to the terms of this Section 2.1, including, but not limited to any claims by any employee(s) and compliance with the law, and the Union will assume the responsibility of the same.

E. Enforcement. The Company shall not be a party to any enforcement of this Section 2.1, nor shall it be obligated to take any action against any employee not adhering to his or her obligations hereunder. The Union may, however, enforce any obligation of any employee herein established, in court, or by other legal means. If the Union takes action through a court to enforce the employee's obligations under this Section 2.1, the Union shall be entitled to recoup from the employee all of its court costs and reasonable attorney's fees directly associated with the successful judicial enforcement of the employee's obligation as allowed by law. If there is a legal challenge to any provision of Article 2, the Company may suspend its obligations under this Section 2.1 during the pendency of the dispute after conferring on the matter with the Union.

F. Limitation. The obligations set forth in this Section 2.1 shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting union security rights. The Union expressly acknowledges that employees meet the requirement of being member in good standing of the union within the meaning of this Article, by tendering by tendering to the Union agency fees and dues, as defined by the United States Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963); and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

SECTION 2.2 - Dues Checkoff.

A. Checkoff Authorization. The Company, upon receipt by the Company of



a checkoff authorization in a form agreed to by the Union to the Company, agrees to deduct Union membership dues, initiation fees, service fees and lawful assessments, as designated by the Union, from the earned wages of each employee who has executed a checkoff authorization, provided that such sufficient earnings remain to cover such deduction after deduction for taxes, insurance premiums, and other deductions required by law or the Company have been made. The Company shall make such deductions in each of the first two (2) pay periods in a given month and shall remit the total amounts deducted during each month to the Union's Secretary by the fifteenth (15th) of the month following the month in which such deductions occur together with a report listing the amount deducted by employee.

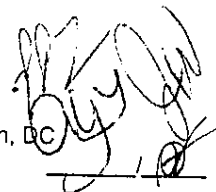
B. Schedule of Dues and Fees. The Union agrees that it will promptly furnish to the Company a written schedule of the Union dues and initiation fees. The Union further agrees to promptly notify the Company in writing of any changes to these amounts.

C. Revocation of Authorization for Deduction. An employee may revoke a dues deduction authorization by providing a written Request for Revocation of Dues Deduction Authorization to the Union. A copy of the Request for Revocation must be provided to the Company's Director of Human Resources by the Union within five (5) business days of receipt by the Union.

D. Collection of Dues. No deduction of Union dues shall be made from the wages of any employee who has executed an authorization and who has been transferred to a job not covered under this Agreement as defined by Section 1.2. Collections of any back Union dues owed at the time of starting deductions for any employee, and collection of Union dues missed because the employee's wages were not sufficient to cover payment of dues for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.

E. Indemnification. The Union, including its International (if applicable), accepts full responsibility for the authenticity of each dues authorization card submitted by it to the Company, and any authorization that is incomplete or in error shall be disregarded by the Company and shall be returned to the Union for correction. The Union agrees that, upon receipt of proper proof, it will refund to employees any deduction erroneously or illegally withheld from an employee's earnings by the Company which has been transmitted to the Union by the Company. The Union, including its International (if applicable), further agrees to indemnify and hold harmless the Company from any and all costs, expenses (including but not limited to, reasonable attorney's fees), judgments, liabilities, damages, and penalties, that the Company may sustain, incur or be required to pay as a consequence of any claim by an employee for the wrongful withholding of wages under this Agreement.

ARTICLE 3: UNION RIGHTS



SECTION 3.1 - Stewards

A. Recognition. The Company recognizes the right of the Union to designate shop stewards. The Company agrees to recognize the maximum of two (2) Shop Stewards per shift. Within ten (10) calendar days of the execution of this Agreement, the Union shall furnish to the Company, in writing, the names of each of the Union's designated stewards. Changes to these assignments shall be provided by the Union to the Company, in writing, at least two (2) calendar days of such change becoming effective.

B. Steward Authority. The authority of Stewards shall be limited to, and shall not exceed, the following duties and activities: (1) representation of employees in disciplinary interviews consistent with Section 3.1 D of this Agreement and as permitted under the National Labor Relations Act; (2) the investigation and presentation of grievances in accordance with this Agreement; (3) the transmission of such information and messages to and from the Union, which shall originate with and are authorized by the Union's Officers, provided such messages have been reduced to writing; and (4) the right to bring a grievance to the Company's attention at the time of the occurrence in accordance with the terms of this Agreement.

Such duties shall be conducted during non-working time and may not interfere with the operations of the Company. Such activities may only be conducted during working time in exceptional cases where agreed upon in advance by the Company and the Union in writing. Stewards or other employees who conduct Union business on working time, in violation of this provision, shall be subject to discipline under Article 12 of this Agreement. It is expressly agreed and understood between the Parties that the Company may schedule disciplinary interviews consistent with Section 3.1 D of this Agreement during working time.

C. Compensation. Stewards shall not be compensated by the Company for performing their duties as a shop steward.

D. Investigatory Interviews. Subject to, and in accordance with, the National Labor Relations Act, any investigatory interview between an employee and a Company representative which is anticipated to result in discipline shall, at the request of the employee, be conducted in the presence of an authorized Union officer or shop steward unless such officer or shop steward is not reasonably available and exigent circumstances preclude postponement of the investigation.

SECTION 3.2 - Union Posting. The Union may request permission from the Government to use bulletin boards, or other methods of communication, to post notices relating to official Union business or otherwise communicate with employees at facilities where employees work. The decision of whether to allocate bulletin boards, allow posting of notices or permit such communications shall be at the sole discretion of the Government. All Union notices posted shall be signed by an officer of the Union or Shop Steward. Copies of Union notices shall be provided to the Company's Project Manager twelve (12) hours in advance of posting.

SECTION 3.3 - Union Activities. Neither Union officials nor employees shall, during the working time of any employees participating, 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 or this Agreement.

SECTION 3.4 - Government Cooperation. The Union acknowledges and agrees that the terms and conditions of this Agreement, and the employee's employment with the Company, are subject to certain priorities, rules, procedures and restrictions of SecTek's customer, the United States government. The Union agrees to cooperate with Company in all matters required by the government and to comply with all such government priorities, rules, procedures and restrictions. The Union further agrees that any actions taken by the Company pursuant to a requirement imposed by any agency of the United States government shall not constitute a breach of this Agreement. Any action which any agency of the United States requires or directs the Company to take immediately, may be taken without prior notice to or discussion with the Union. However, whenever such action affects a term or condition of employment, the Company agrees to notify and discuss with the Union the effects of that action.

ARTICLE 4: MANAGEMENT RIGHTS

SECTION 4.1-General. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and rehire employees; to set the standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services as permitted under Section 1.4 and 1.6 (as allowed by the applicable government contract); to subcontract, contract out, close down, or relocate the Company's operations or any part thereof in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, procedures and practices not expressly addressed in this Agreement; and to take whatever action is necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

SECTION 4.2. -- Failure To Exercise Rights. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it

from exercising the same in some other way not in conflict with the express provisions of this Agreement. This statement of management rights, which remains unimpaired by this Agreement, is not intended to exclude others, which are not mentioned herein.

SECTION 4.3 -- Nature of Work. It is recognized and acknowledged that the Company is in the business of providing a service, through its employees, to the Government, its customers, and the public. It is therefore essential and expected that all employees will act in a highly professional, courteous manner and will be held accountable for their duties, functions and job requirements.

ARTICLE 5: NONDISCRIMINATION

The Company and the Union agree that they shall each comply with all federal, state, and local (where applicable) employment discrimination laws, which are incorporated herein in their entirety, and will not discriminate against any employee with regard to race, color, religion, age, sex, national origin, or disability in violation of such laws. Such laws shall include, but not be limited to, the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Rehabilitation Act (29 U.S.C. § 793 et seq.), the Civil Rights Act of 1866 and 1871 (42 U.S.C. §§ 1981 & 1983), Executive Order 11246, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the Civil Rights Act of 1991 (Pub. L. 102-66), the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.), the Equal Pay Act (29 U.S.C. § 201 et seq.), and Disabled & Viet Nam Veterans Act (38 U.S.C. § 4212). Any claim that the foregoing provision has been breached, or that the Company has breached any federal, state, or local civil rights law, shall be resolved exclusively pursuant to binding arbitration as set forth in Section 13.13 after exhaustion of the parties' internal dispute resolution procedures (steps one through four as described in Sections 13.2 through 13.5).

ARTICLE 6: HOURS OF WORK

SECTION 6.1 - Purpose of this Article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and fringe benefits, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week or per year. It is expressly agreed and understood by the Parties that such scheduling and personnel needs shall be the sole prerogative of the Company.

SECTION 6.2 – Work week. The normal workweek shall consist of forty (40) hours, and commence at 0001 Sunday and end one hundred sixty-eight (168) hours thereafter.

SECTION 6.3 – Work day. The normal workday shall consist of twenty-four (24) hours beginning at 0001 hours and the normal shift shall consist of eight (8) to twelve (12) consecutive hours. Changes in hours of work may be made whenever necessary for the purposes of legitimate scheduling requirements such as training or special events. Except in cases of a client emergency, a twenty-four (24) hour notice shall be

given in advance of such changes. If the employee is off duty, the supervisor shall make personal contact and maintain a contact log. All such changes on the schedule will be initialed and dated by the supervisor making the change.

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

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

As used throughout this Agreement the term "actual work" shall be synonymous with "work time" or "working time" as those terms are defined under the Fair Labor Standards Act.

SECTION 6.4 - Overtime Work. The opportunity to work overtime shall be provided consistent with the Company's needs and circumstances, and overtime shall be scheduled in order of seniority. Where seniority is equal between two bargaining unit employees, the overtime hours shall be given to the employee who made the request first.

Employees may be required to work reasonable assignments beyond regularly schedule hours at the discretion of the Company. The Company has the right to hold over employees until relieved and/or to require an available employee to provide coverage; an employee who refuses to work such additional hours may be subject to appropriate discipline. However, the Company will make every effort to schedule such assignments on an equitable, rotating basis. The Company will attempt to provide two (2) hours notice to employees on duty that will he or she will be required to work beyond his or her scheduled hours. Employees shall not be held over past twelve (12) hours unless mandated by emergency conditions.

ARTICLE 7: GENERAL WAGE PROVISIONS

SECTION 7.1—General. All employees shall receive not less than the minimum wage rates as set forth in the scheduled job titles and wage rates reflected in Appendix One.

SECTION 7.2- Overtime Pay. Overtime pay is calculated at one and one-half (1 1/2) times the employee's straight time rate of pay for all hours worked in excess of forty (40) hours of actual work in any single workweek. There will not be any pyramiding of hours worked. Only hours actually worked will be recognized in determining overtime eligibility.

SECTION 7.3 - Undisputed Error. In case of an undisputed error on the part of the Company as to an employee's pay, proper adjustment will be made on the next scheduled paycheck, or sooner as practically possible.

SECTION 7.4 - Personal Data. Employees shall promptly notify the Company's Director of Human Resources in writing on a Company-provided form of their proper mailing address and telephone number, and of any change of name, address, or telephone number within ten (10) business days such change. The Company shall be entitled to rely upon the last known address in the Company's official record

SECTION 7.5 STRAIGHT TIME RATE OF PAY The following shall be the straight-time rate of pay effective as provided in Appendix One.

Wages will be paid semi-monthly on the 10th and 25th days of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday. Employees shall be paid the pay rate associated with the post to which they are assigned.

Section 7.6 Break Periods. All productive security officers shall be provided breaks and lunch in accordance with the provisions of the government contract.

ARTICLE 8: LEAVES OF ABSENCE

SECTION 8.1 – Jury / Witness Duty. A full-time employee who has completed his or her probationary period and who is required to report for jury duty or has been subpoenaed as a witness shall be entitled to leave with pay from regularly scheduled hours of work for the time spent in such service up to a maximum of ten (10) work days; provided, however, in order for the employee to be eligible for compensation, the employee must have notified the Company within forty-eight (48) hours of receiving the jury duty notice or subpoena. Employees will not be compensated for participation in any proceeding in which they are a party in the case (plaintiff or dependant), or where they are appearing as a witness against the Company, unless required by law.

For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to his/her straight-time rate of pay, less the amount received by the employee from the court or government agency. No compensation shall be paid by the Company for jury duty on Saturdays, Sundays and holidays unless the employee had been scheduled to report to work on such Saturday, Sunday or holiday. Jury service pay will be will be paid to full-time employees only. The Company reserves the right to request an exemption or postponement of jury service.

An employee who reports for such service and is excused therefrom shall immediately contact his immediate supervisor and stand ready to report for work, if requested. In order to be paid by the Company for such leave, the employee must submit to the Company's Project Manager written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation received for such service.

If an employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time spent in testifying or cooperating with prosecuting officers;

provided however, that any witness fees tendered to the employee shall be delivered to the Company.

SECTION 8.2 - Military Leave. The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq. ("USERRA"). Leave taken under USERRA shall be unpaid; provided that, an employee may elect to use any accrued vacation in lieu of unpaid military leave.

SECTION 8.3 - Bereavement Leave.

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

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

The Company may require the employee to substantiate the need for the leave.


SECTION 8.4 - Family and Medical Leave.

A. Leave Entitlement. An employee who has been employed by the Company for 12 months and who has completed 1250 hours of work during the 12-month period immediately preceding the commencement of such leave, will be entitled to unpaid leave under the Family and Medical Leave Act ("Act") in accordance with its provisions.

B. Year for Purposes of Determining Leave Entitlement. For purposes of determining an employee's leave entitlement under the Act, the 52-week period immediately preceding the commencement of leave under the Act shall be the applicable measuring period.

SECTION 8.5 - Personal Leave Without Pay / Non-FMLA Related Leave.

An employee who has completed his or her probationary period may request personal leave without pay for personal or non-FMLA related medical reasons. The maximum amount of such personal leave without pay an employee is allowed to take is eighteen (18) weeks in a 12-month period. Any combination of non-FMLA and FMLA leave may



not exceed this maximum limit. Any such request must be in writing and state the reason for and length of the desired leave. Leave under this Section shall be allowed provided it does not interfere with the Company's business and scheduling needs. Upon giving notice of intent to return to work, an employee shall be scheduled to report to his or her former shift and site, if available. If the employee's former shift or site is not available, the employee shall be assigned a shift and site as the Company determines necessary to its scheduling needs. Employees on leaves of absence who accept other employment during such leave, or who do not return to work on such terms as required by the Company, shall be considered as having voluntarily resigned. It is expressly agreed and understood between the Parties that any alleged violation of this Section shall be subject to the grievance procedures set forth in Section 13 of this Agreement but shall not be subject to the arbitration procedures as set forth in Section 13.3 of this Agreement. It is further agreed that the resolution of such grievance in accordance with the procedures set forth under Section 13.1 through 13.5 shall be final and binding.

SECTION 8.6 - Personal/Sick Leave.

A. Effective October 1, 2007, all non-probationary, full-time employees employed as of that date will accrue 2.33 hours per pay period (24 pay periods in one year).

B. Unused PSL will be paid out to the Employee on the first payroll date following December 31st of each calendar year.

C. Employees taking personal/sick days are required to arrange personal/sick leave with their supervisor prior to taking the time off or utilize the normal call-off procedures as set forth in Sections 8 and 12 if the time off was not authorized in advance. Employees failing to obtain prior authorization or failing to comply with Sections 8 shall be subject to discipline, up to and including discharge.

D. Employees shall be compensated for personal/sick at the straight-time rate of pay at the time the personal/sick leave is accrued. Personal/sick leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. Employees may not take personal/sick leave under this Section in increments of less than one day (8 hours).

E. An employee who is unable to perform the functions of his or her position because of illness or injury, or for other medical reasons (including dental and medical examinations) may request to use accrued but unused vacation leave pursuant to the provisions of Article 10 or, alternatively, may request unpaid leave pursuant to the provisions of Section 8.5 subject to approval of the Company at its discretion.

SECTION 8.7 - Notice of Absence. An employee who foresees that they will be absent due to anticipated medical reasons (including dental and medical examinations) must provide the Company two weeks notice of his/her anticipated

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absence (or if two weeks notice is not practical then as soon as possible), regardless of the length of the anticipated absence and regardless of whether the employee seeks pay for the absence. Failure to do so will result in discipline up to and including discharge. Where the Family Medical Leave Act does not apply, the Company shall try (but not be obligated) to accommodate the employee's request for leave.


SECTION 8.8 - Medical Certifications. An employee who is absent due to illness or injury or for other medical reasons (including dental and medical examinations) for more than three (3) consecutive work days shall be required to provide to the Company's Director of Human Resources a completed "Medical Certificate" certifying that the employee is able to return to work on the day of returning to work, in a form to be provided by the Company. If the Company questions the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion by a physician selected by the Company, at the Company's cost. If the opinion of the first physician and the second physician differ, the Company may require the employee (at the Company's expense) to obtain a third opinion from a mutually agreed upon physician, whose opinion shall be final and binding. Where an employee fails to provide medical certification under this Article, or where the medical certification does not support the employee's absence, the employee will be subject to disciplinary action, up to and including termination, in accordance with Article 12 of this Agreement. An employee who does not provide medical certification that he/she is able to return to work, if required or requested by the Company under this Section 8.8, will not be permitted to return to work.

Where an employee takes leave pursuant to the Family and Medical Leave Act as set forth above, the provisions of the Company's policies under that Act shall control and will supersede any provision of this Article which is inconsistent with the Act or the Company's policies under the Act.

SECTION 8.9 - Union Leave. The Company agrees to grant two (2) Union officers or delegates a leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union, provided it does not affect the operating efficiency of the Company and the Company has been provided fifteen (15) days advance notice. Union leave shall be limited to five (5) working days per calendar year and shall be unpaid.

SECTION 8.10 - Rate of Pay. Except as otherwise provided in this Article 8, for any paid leave taken under this Article 8, an employee shall be compensated at the straight-time rate of pay at the time the leave is taken. Except as otherwise specifically provided in this Article 8, hours of leave, whether paid or unpaid, shall not be deemed hours of actual work for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

SECTION 8.11 - Seniority. Seniority shall accumulate during any approved leave of absence.

A handwritten signature in black ink, appearing to be 'P. J. [unclear]', is written over a horizontal line. The signature is stylized and somewhat illegible.

ARTICLE 9: HOLIDAYS

SECTION 9.1 - Eligibility. All full-time employees shall be paid eight (8) regular straight time hours for the following ten (10) holidays.

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

An employee who has requested and agrees to work on any of the above named holidays, but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline up to and including discharge.

SECTION 9.2 - Rate of Pay. An eligible full time employee who is not required to work on a holiday shall be paid eight (8) hours pay at his or her straight-time rate of pay. An eligible full time employee assigned to work on a holiday will receive their straight-time wage for all hours worked plus the eight (8) hours holiday pay specified above.

In order for an employee to qualify for a paid holiday, Employee must have worked his/her regularly scheduled workday immediately preceding the holiday and Employee's regularly scheduled workday immediately following the holiday.

In the event that one of the holidays shall occur during the employee's paid time off, the employee will receive holiday pay instead of paid time off benefits that would have otherwise applied.

An eligible part-time employee who is not required to work on a holiday shall be paid a proration of the full-time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2 (X0.2). An eligible part-time employee assigned to work on a holiday will receive his or her straight-time wage for all hours worked plus a pro-ration of the full-time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2 (X0.2).

Hours which an employee does not work but for which he or she is compensated under this Article shall not be considered hours worked for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

ARTICLE 10: VACATION

SECTION 10.1 – Generally. Vesting of vacation is based upon vacation earned by the employee with continuous service, without a break in service, in accordance with the Service Contract Act as shown in the following schedule:

<u>Service Completed</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>	<u>Semimonthly Accrual Rate</u>
After 1 Year	2 Weeks	80 Hours	3.33 hours
After 5 Years	3 Weeks	120 Hours	5 hours
After 10 Years	4 Weeks	160 Hours	6.67 hours
After 15 Years	5 Weeks	200 Hours	8.34 hours

Vacation shall not vest and employees shall not be entitled to vacation under the above schedule until the employee has completed twelve (12) months of employment. If an employee separates from employment for any reason with less than one year and one day of employment with the Company or its predecessor, the employee shall not be entitled to any vacation pay. Vacation pay for full time employees will not be prorated.

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

Following the first full year of service, the employee will accrue vacation each semi-monthly pay period as indicated in the table above.

SECTION 10.2 - Vacation Scheduling. Vacation leave shall be taken at such times mutually convenient to the employee and to the Company. Conflicting vacation requests not timely submitted shall be resolved in order of receipt by the Company (i.e., "first come, first serve"). Conflicts in vacation requests timely submitted shall be resolved by seniority.

All vacation requests shall be made at least thirty (30) days in advance of the date the requested vacation is to begin and shall be submitted on a form to be provided by the Company. Employees may not take vacation in increments of less than eight (8) hours. No more than five percent (5%) of the workforce may be on vacation at any time. It is expressly agreed and understood between the Parties that any alleged violation of this Section shall be subject to the grievance procedures set forth in Section 13.1 through Section 13.5 but shall not be subject to the arbitration procedures. It is further agreed that the resolution of such grievance in accordance with the procedures set forth under Section 13 shall be final and binding.

SECTION 10.3 - Part-Time Employees. Eligible part-time employees shall be entitled

to pro-rated vacation pay at their straight-time rate based on the number of hours worked in the previous year based on the Employee's anniversary date. For example, part-time employees who have been continuously employed for one (1) year and who, on average, worked twenty (20) hours per week the prior year would be eligible to receive one (1) week paid vacation based on forty (40) hours at their straight-time rates of pay.

SECTION 10.4 - Vacation Carry-over. An employee may not carry over more than 120 hours from one calendar year to the next. Vacation hours in excess of 120 hours shall be paid on the first payroll date following December 31st. At the time of termination of employment, employees shall be paid for any accrued and unpaid vacation hours.

SECTION 10.5 - Rate of Pay. Employees shall be compensated for vacation at the straight-time rate of pay at the time the vacation leave is taken. Vacation leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. Vacation leave shall be paid by the Company in accordance with its normally scheduled payroll dates.

SECTION 10.6 - Continuous Employment. Full-time Employees who are absent from work for any reason (including paid or unpaid leave and workers' compensation) for forty-five (45) days or more during any year of service (i.e., the 52-week period beginning on the employee's anniversary date) shall not be entitled to any vacation benefits under this Article 10 for that year of service.

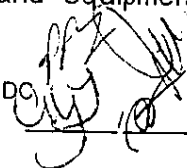
ARTICLE 11: HEALTH AND WELFARE & OTHER BENEFITS

SECTION 11.1 Health and Welfare. Each employee will receive Health and Welfare per regular hour worked in cash, to a maximum of forty (40) hours per work week as provided in Appendix One.

SECTION 11.2. Uniform Allowance. The Company shall provide at no cost to all new employees uniforms and other equipment as required under the Company's guard service contract. Employees shall maintain uniforms and equipment issued to them, and maintains their personal appearance, in accordance with Company and government policy.

Effective October 1, 2007, the Company shall pay each employee the sum of twenty cents (\$.20) for each regular hour worked (up to forty hours per week) to launder, repair, and maintain Company-issued uniforms and equipment, including the replacement of uniform patches and badges that are directed to be replaced by the Company at its discretion.

Upon termination of employment, Company issued clothing and equipment



shall be returned to the Company immediately. The Union agrees that all employees, as a condition of employment or continued employment, shall provide written authorization allowing the Company to deduct from the employee's final paycheck, the cost of all unreturned issued clothing and equipment. The deduction for such missing items not returned shall be the cost to the Company.

Section 11.3-Workers' Compensation. The Company shall provide workers' compensation insurance to all employees to be calculated at the applicable state premium rates effective.

Section 11.4 Attendance Bonus Employees who have no absences from scheduled work from October 1, 2007 through September 30, 2008 will received a \$500.00 perfect attendance bonus payable on the first payroll in October 2008. Employees who have no absences from scheduled work from October 1, 2008 through September 30, 2009 will received a \$500.00 perfect attendance bonus payable on the first payroll in October 2009. Employees who have no absences from scheduled work from October 1, 2009 through September 30, 2010 will received a \$500.00 perfect attendance bonus payable on the first payroll in October 2010. Employees who have been tardy or who have had other attendance violations resulting in disciplinary action during each one-year period are ineligible for the attendance bonus.

Section 11.5 Union Pension For each eligible employee, the Company will make a separate contribution to the Union's pension plan designated by the Union, per hour worked, limited to forty (40) hours per work week, as follows:

	10/1/07 to 9/30/08	10/1/08 to 9/30/09	10/1/09 to 9/30/10
Union Pension	\$.55	\$.60	\$.65

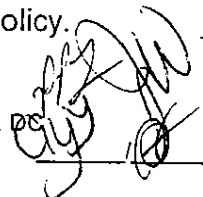
Section 11.6 Employee Stock Ownership Plan. For each eligible employee, the Company will make a separate contribution to the Company's Employee Stock Ownership Plan in the amount of twenty-five cents (\$.25) per hour worked limited to forth (40) hours per week.

ARTICLE 12: DISCHARGE AND DISCIPLINE

SECTION 12.1 – Just Cause. No employee shall be discharged or disciplined without just cause, and discipline and discharge matters shall be subject to the grievance and arbitration procedures contained in Article 12 of this Agreement. However, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the penalty imposed by the Company for a proven violation of any of the following:

- Violation of Rules and Regulations of Government Public Building and Grounds, 41 CFR § 101-20.3.

- Neglect of Duty (including sleeping while on duty, insubordination, including deliberate failure to carry out assigned tasks, conducting personal affairs during official time. The term "personal affairs" as used in this paragraph does not include the making of telephone or other inquiries concerning the status of children or family members or the provisions of their care provided that such activities have been approved by the Employee's supervisor. Long distance telephone calls shall not be made at government expense.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.
- Fighting on Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.
- Theft, vandalism, or criminal acts.
- Drinking or drunkenness on the job; use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Alcohol and Drug Abuse Policy as agreed to by the Company and Union.
- Improper use of official authority or credentials.
- Unauthorized use of communications equipment or Government property.
- Misuse of weapon(s) or possession of private firearm on the job.
- Violation of Government security procedures or regulations, including, without limitation, those set forth in the GSA Security Guard Manual.
- Violation of state or federal laws regarding the possession or use of a firearm.
- Post abandonment / leaving post prior to being properly relieved.
- Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.
- Falsification of time records.
- Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- Sexual, racial or verbal harassment in violation of company policy.

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- It is expressly agreed and understood that the Company shall have the right to establish and modify from time to time disciplinary and other reasonable rules of conduct and the right to discipline, up to and including the right to terminate, for violating same.

SECTION 12.2 - Standards of Conduct. It is acknowledged and recognized that the Company is in the business of providing security services to the United States government, and that the provision of these services is highly sensitive. It is therefore essential and expected by the Company and Union that all employees shall act in a highly professional, courteous manner and shall be held responsible for their duties, functions and job requirements. Deviation from or failure to meet this standard shall constitute just cause and result in disciplinary action, up to and including termination, pursuant to the provisions of Section 12.1.

It is also recognized that timely and consistent attendance is a fundamental requirement of security positions; that the importance of good attendance is to prevent disruption to fellow employees' schedules/disruption to contract operations/overtime/open posts; that a minimum of four hours advanced notice is required for any call-off, and that four or more absences within a four-month period is considered chronic absenteeism, subject to the company's disciplinary policies; that abuse of attendance and other conduct rules will be subject to disciplinary action, up to and including termination of employment.

SECTION 12.3 - Government Action. If the contracting agency, or other government agency, directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of Article 13 this Agreement. In the event that the contracting agency or other government agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with available information concerning the incident within five (5) calendar days of such direction by the contracting agency or other government agency. It is expressly understood that such government action does not create an obligation on Company to relocate or reassign employee to any other contract.

SECTION 12.4 - Voluntary Quits. An employee shall be deemed to have voluntarily quit employment with the Company, and the separation of the employee from the Company will not be subject to grievance, mediation and arbitration procedures of this Agreement, if:

- A. An employee who takes medical leave fails to notify the Company within two (2) days after he or she is able to return to work.
- B. The employee becomes ineligible to work on the Company's contract because he or she has failed to successfully complete training, testing and other qualifications mandated by the Government in its contracts with the Company.
- C. The employee fails to report to work within forty-eight (48) hours after the

expiration of a leave of absence without contacting the Company.

D. The employee fails to respond within five (5) days of receiving a notice of recall.

ARTICLE 13: GRIEVANCE MEDIATION AND ARBITRATION PROCEDURE

SECTION 13.1 General Provision. In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the parties agree that in the event any complaint or grievance arises over the interpretation or application of any provision of this Agreement, there will be an earnest effort to settle such complaint or grievances by the following procedure, the last step of which will be binding arbitration. In order to maintain the integrity of the grievance process, and to alleviate the use of the grievance process from becoming an individual's platform, the Union has the responsibility for reviewing and submitting only those grievances that are considered to have validity in its good faith judgment.

The parties expressly acknowledge that the duty to use this grievance procedure, including binding arbitration, includes any and all disputes between any Employee and the Company (and the Union and the Company) arising out of or relating to any Employee's employment with the Company, whether grounded in contract, tort or statutory law (including, but not limited to, federal, state and local civil rights and employment laws such as Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, the Age Discrimination In Employment Act, The Family Medical Leave Act, and the Fair Labor Standards Act). This duty to arbitrate shall apply to all claims which the Employee believe he/she may have against the Company, its affiliated companies or any of its officers, owners, directors, employees or agents.

SECTION 13.2--Step 1. An employee or Union steward, who becomes aware of a situation and believes he/she has a justifiable complaint or grievance, shall promptly discuss it with their supervisor within five (5) working days in an attempt to settle the matter. If the matter is brought forward by the employee, a Union representative may be present during the discussion if requested by the employee.

SECTION 13.3-- Step 2. If the employee or Union steward is dissatisfied with the response of the immediate supervisor in Step 1, the grievance must be elevated to the Contract Manager, in writing, within five (5) working days. The Contract Manager shall have five (5) working days from date of receipt of the grievance to respond in writing. The Union and the Company may participate in Step 1 and Step 2 by telephone, fax, or other electronic means.

SECTION 13.4 -- Step 3. If the matter is not resolved at Step 1 or Step 2 of the grievance procedure, the grievance, to be valid, must be presented to the Vice President, Metro Operations in writing, signed by the employee and Union Representative specifying the Article(s) and Section(s) of the Agreement believed violated and stating what relief is sought, no later than five (5) working days following the written rejection at Step 2. The Vice President, Metro Operations shall answer the

grievance in writing within five (5) working days after receipt of said grievance.

SECTION 13.5 --Step 4. If the Company's answer is not satisfactory, a Representative of the Union will meet and discuss the grievance with the Vice President, Metro Operations. The Company must reply to the Union within ten (10) working days excluding Saturday, Sundays and Holidays, of said meeting.

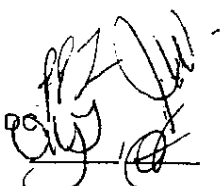
SECTION 13.6—Failure To Resolve Grievance. Grievances which have been processed in accordance with the foregoing requirements and which remain unsettled may be processed by the Union to arbitration pursuant to Section 13.7 or Section 13.13 as applicable.

SECTION 13.7—Contract Based Grievances. The Union, within ten (10) calendar days after the rejection of the grievance by the Company's Designated Representative shall notify the Company in writing of its intent to invoke arbitration, and the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case. Should the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service to supply a list of arbitrators to hear the case. A copy of this request will be sent to the Company. This request will be made within five (5) calendar days after failure of the parties to agree upon an arbitrator. An arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case.

SECTION 13.8—Procedures. In the event of arbitration pursuant to Section 13.7, the parties shall execute a submission agreement. If the parties fail to agree upon a joint submission, each party shall submit a separate submission to the arbitrator. The arbitrator will confine his decision to this submission or submissions. The joint or separate submissions will state the issue or issues and the specific paragraph or paragraphs of this Agreement, which the arbitrator is to interpret or apply.

SECTION 13.9 – Decision. The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties to this Agreement. Whenever possible, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. For purposes of arbitration under Section 13.7, the cost and all expenses of the arbitrator shall be borne equally by the parties. In the event a stenographic transcript of the hearing is made, the party requesting the transcript shall bear the full cost of the stenographic record unless the parties agree to the sharing of the expense.

SECTION 13.10 – Special Time Limitations. Any grievance involving discharge, layoff or other potential accumulating back pay liability shall be commenced at Step 3 of this procedure and the written grievance to be processed must be presented to the Vice President, Metro Operations or the Corporate Labor/Employment Counsel or, in his/her absence, to his/her designee within five (5) calendar days after the occurrence of the facts giving rise to the grievance.

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SECTION 13.11—Failure To Comply With Time Limitations. Any grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in strict accordance with the time limitations set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to those time limitations. Failure of the Company to act within the time limit set forth in any step shall entitle the Union to proceed immediately to the next step of the grievance procedure. In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Union.

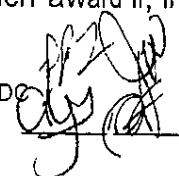
SECTION 13.12--Limits on Arbitrators Authority. The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this Agreement nor substitute his judgment for that of management except as it applies the enforceability of arbitration as specified in 13.13.

SECTION 13.13 – Non-Contract Claims. Sections 13.7 through 13.12 notwithstanding, the following rules shall apply whenever an employee covered by this Agreement or the Union asserts a common law or statutory claim other than solely a claim that the Company has failed to comply with the terms of this Agreement. When the sole claim is that this agreement has been breached, the arbitration shall be pursuant to Sections 13.7 through 13.12.

If the dispute has not been resolved pursuant to the procedures outlined in Sections 13.1 through 13.5, the resolution of the claim shall be resolved exclusively by means of binding arbitration in accordance with the Employment Dispute Resolution Rules of JAMS in the Metropolitan DC area or in such location that the arbitrator determines is more convenient for the parties. If the Employee's claim is under any civil rights law (or if otherwise required by applicable law or JAMS to make this duty to arbitrate enforceable as to any other claim), the Company shall pay the cost of the arbitration proceeding hereunder (administrative and arbitrator fees) reasonably allocable to such claims. The arbitrator shall have the authority to award preliminary and final injunctive relief. The arbitrator shall also have the authority to modify the provisions of this Agreement relating to the duty to arbitrate to the extent the arbitrator determines that such modification is necessary in order to make this duty to arbitrate enforceable.

If a party brings an action to enforce this duty to arbitrate, and should that party prevail in such action, the party shall be entitled to all its attorneys' fees and cost incurred in connection with such proceedings. The arbitrator shall also award the prevailing party its/his/her reasonable attorneys fees if any applicable statute authorizes the award of such fees. In addition, the prevailing party in any arbitration shall be entitled to all its attorneys' fees and costs incurred in connection with confirming an arbitrator's award and/or successfully defending against any challenge or appeal relating to such award.

In the event either party seeks judicial review of any arbitrator's award (and in addition to any other basis for vacating an arbitration award provided by applicable statute or common law) the parties consent to the court vacating or modifying such award if, in



the court's opinion, the arbitrator made a clear and substantial misstate as to either the law or the facts affecting the ultimate outcome of the dispute.

Should for any reason the obligation to arbitrate provided by this Section 13.13 be held invalid, both parties (including all employees covered by this Agreement) hereby WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL as to any dispute relating to this Agreement or the Employee's employment hereunder.

SECTION 13.14 – Confidentiality. The Employer and Union recognize that should a dispute or controversy arising from or relating to this Agreement be submitted for adjudication to any court, arbitration panel, or other third party, the preservation of the secrecy of Confidential Information may be jeopardized. All pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by the Company, the employee, and their respective attorneys and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy, except as may be limited by them in writing. Photocopying of any documents will be strictly on an as needed basis by the aforementioned respective attorneys. In no event will Company's client and advisor lists or computer programs be subject to discovery except pursuant to an order issued by a court or arbitrator and only then under the highest confidentiality obligations being imposed on such persons receiving such lists. Should the arbitrator issue a written opinion; such opinion shall not contain Confidential Information of the Company.

SECTION 13.15 – Timeliness of Opinions. It is expressly agreed and understood by the Parties that the failure of the Arbitrator to issue the award within sixty (60) days shall render any award issued null and void. It is further agreed that, as a condition for selecting an arbitrator, all prospective arbitrators shall be informed in writing, prior to retention of the arbitrator, that the arbitrator's award must be rendered in writing within sixty (60) days of the close of the hearing or receipt of briefs. If an award is rendered null and void because of the failure of an arbitrator to render a timely decision either party may re-submit the dispute to arbitration before another arbitrator within ten (10) calendar days of the expiration of the sixty (60) day period.

ARTICLE 14: SENIORITY

SECTION 14.1 – General Provision. Seniority under this Agreement shall commence with the employee's start date on the contract.

SECTION 14.2 – Posting. When a permanent vacancy occurs on a shift, the position will be posted on the bulletin board for a period not less than seventy- two (72) hours before the position is permanently assigned. If more than one employee request is on file, preference will be given to employees with the greatest seniority. Such shift changes on request shall be limited to one per calendar year per employee. An employee temporarily transferred to another shift at the Company's request will be returned to the shift from which transferred within thirty (30) days, unless he/she agrees to remain on the new shift.

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SECTION 14.3- List. A seniority list giving name and date of employment under this Agreement shall be furnished to the Union one (1) month after signing this Agreement. A list of additions and separations will be furnished to the Union monthly as applicable. The Company will post a corrected seniority roster during the months of March and September of each year.

SECTION 14.4 – Accepting Position Outside Unit. An employee covered by this Agreement who accepts a position outside the bargaining unit, shall retain the seniority he/she had as of the date of his promotion or transfer but shall not accrue additional seniority while so employed. If he/she is later returned to the bargaining unit, he/she will return to a job to which his/her seniority entitles him/her. If he/she does not return within six (6) months, he/she shall lose all seniority rights.

SECTION 14.5 – Loss of Seniority. An employee who is discharged for cause, or who resigns from the service of the Company, or who transfers out of the positions covered by this Agreement, shall lose all seniority rights.

SECTION 14.6 – Reductions in Force. If a reduction in force is necessary, employees will be laid off on a reverse seniority basis. Employees laid off, if qualified, shall be considered for any existing vacancies within the Company not covered by this Agreement. Any expense incurred as a result of accepting such vacancies will be paid for by the employee.

SECTION 14.7 – Call Back. Laid off employees shall have call back rights. In the case of a recall, employees who have been laid off shall be notified at their last known address to report to work. The notice shall be by telegram or registered mail return receipt. In the event a former employee so notified fails to report for work within five (5) days after receipt of such notice, the employee shall forfeit his/her seniority and all reemployment rights associated therewith. However, if the employee is prevented from reporting because of sickness or an emergency involving him/herself or immediate family, or other legitimate reason, and so notifies the Company within the initial five (5) day period and presents documented proof, the employee, at the discretion of the Company, shall be allowed an additional ten (10) days in which to return to work. If he/she is unable to return at this time, he/she will be given an opportunity to return at the next opening.

SECTION 14.8 – Employee Unable To Report. An employee, who is unable to report to work because of a non-occupational injury or illness, shall continue to accumulate seniority except that he/she shall be subject to layoff according to his/her seniority. An employee who is unable to work because of illness or injury, which is occupational in origin, shall continue to accumulate seniority during the term of the disability.

SECTION 14.9 – Loss of Seniority. In addition to the reasons otherwise set forth in this Agreement, employees shall lose their seniority rights if:

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

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SECTION 14.10 – Notice to Company. Each employee on a layoff status must notify the Company in writing, advising of any changes of address and their availability for work.

SECTION 14.11 – Equal Seniority. For the purpose of layoff and recall, seniority of employees hired on the same date shall be determined by the lowest of the last four digits of their social security numbers to be the most senior employee.

SECTION 14.12 - Resolution of Disputes. It is expressly agreed and understood between the Parties that any alleged violation of this Article 14 shall be subject to the grievance procedures set forth in Section 13.1 through 13.5 of this Agreement but shall not be subject to the arbitration procedures as set forth in Section 13.6 through 13.12 of this Agreement. The resolution of such grievances by the Company during this "Step 4" conference call shall be final and binding.

ARTICLE 15: CONTINUITY OF OPERATIONS

SECTION 15.1 - No Strikes. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's operations. It is further understood and acknowledged that it is the intention of the parties that all claims, disputes, or grievances arising under this Agreement be resolved by resort to the grievance and arbitration procedures provided above. It is therefore agreed that, during the term of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, mass absenteeism, boycott, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes, and that the Union will not cause or permit employees to cause, nor will any member of the Union take part in, any strikes, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Company's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.

Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Company, the Union shall take affirmative action to avert or bring such activity to a prompt termination. During the term of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by any other labor organization or established by any other group, shall constitute a violation of this Article.

Any employee who violates this provision may be immediately discharged. Furthermore, it is agreed and understood that, in addition to other remedies, the provisions of this Article may be judicially enforced, including specific performance by way of injunctive relief.

SECTION 15.2 - No Lockouts. During the term of this Agreement, the Company shall not lockout any employee.



ARTICLE 16: CONTRACT AGENCY DIRECTIVES

If the contracting agency directs that a specific employee be removed from the contract, i.e. for reasons including, but not limited to, the failure to meet security clearance and/or suitability requirements, or that a specific employee be disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of this Agreement. In the event that the contracting agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with all relevant information concerning the incident. Should the Company and the Union agree that there was no just cause for the contracting agency's direction, they will jointly petition the agency to change its position and to lift the disciplinary requirement. Such joint petition would fully satisfy the Company's obligation under this Article 16. The union will be notified of any employment action taken pursuant to this Article and upon request be furnished evidence in support of the action in a prompt and timely manner.

ARTICLE 17: DRUG AND ALCOHOL

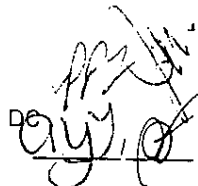
The Company and Union, herein referred to as "parties", recognize that, in the security business, the use of controlled substances or alcohol, which cause intoxication or impairment on-the-job, poses risks to the parties, the affected employee, his/her co-workers and the public. An employee cannot perform his/her work effectively if he/she is under the influence of illegal drugs or alcohol. While the parties have no intention of intruding into the private lives of the employees, the parties expect employees to report for work in a condition enabling the full and safe performance of all required duties. The use of controlled substances and alcohol is strictly prohibited during the 12 hours immediately before the state of Employee's shift. The parties recognize that an employee's involvement with drugs and/or alcohol, whether on or off the job, can have an impact on the Company's ability to meet the Government's expectation of a drug and alcohol free work environment.

Accordingly, compliance with the Company's Drug and Alcohol Policy is a condition of employment/continued employment. Violation of the policy subjects an employee to immediate termination pursuant to the terms of this Agreement.

Any employee using prescription medications or other medications that may affect or impair coordination or judgment must notify their supervisor before reporting to work and provide a doctor's statement that the employee is fit to perform the duties of the job.

ARTICLE 18: ARREST AGREEMENT – ADVERSE INFORMATION REPORTING

SecTek is a government contractor providing security services who is bound by its Government contract and other Government and Company security and/or clearance requirements. As such, employees will comply with the provisions of SecTek's Arrest Agreement.

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ARTICLE 19: TRAINING AND QUALIFICATION

SECTION 19.1 – General. It is the mutual responsibility of the employee and the Company to track the expiration of any certifications/qualifications required per the Company's government contract and keep each other informed of such in order to schedule required training and/or insure completion of necessary paperwork in a timely manner. If DHS advises the Company of upcoming certification/suitability requirements, the Company will provide notice to the Employee. Within 30 days of expiration of any certifications/qualifications, if Employee has not yet completed or has not yet been scheduled for-recertification training, it is the Employee's responsibility to advise Company of the need to be scheduled for training.

SECTION 19.2 – Trainers. All training and associated qualifications/certifications will be conducted by the Company. Employees may not go to an outside training provider unless specifically authorized and coordinated by the Company. Any employee scheduled for training who fails to attend, will be subject to disciplinary action unless such failure to report is the result of a documented emergency circumstance.

SECTION 19.3 – Payment. Except as otherwise provided in this Agreement general Employees attending training presented by or coordinated at the direction of the Company will be paid their normal base hourly rate of pay for all hours spent in said training.

Employees attending weapons qualification/re-qualification sessions scheduled and authorized by the Company will receive a maximum of four (4) hours pay at their normal base hourly rate of pay.

If an employee is unable to successfully pass the weapons safety test and/or qualify with his/her contract specific weapon prior to his/her certification expiration date, the employee shall be suspended without pay. Such employee shall be reinstated after qualifying, providing such qualification takes place within thirty (30) days of his/her certification expiration date. An employee failing to successfully qualify or report for scheduled training within this thirty (30) days period (unless such failure to report is the result of a documented emergency circumstance or inability of the Company to get the training scheduled), shall be terminated. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

SECTION 19.4 – Failure To Successfully Complete. If an employee does not successfully complete any other government contract mandated training having specific recertification requirements prior to his/her certification expiration date, the employee shall be suspended without pay for a maximum of thirty (30) days. If the employee fails to successfully meet the recertification requirements or fails to report for scheduled training within the thirty (30) days time frame (unless such failure to report is the result of a documented emergency circumstance or inability of the Company to get the training scheduled), the employee shall be terminated. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.



ARTICLE 20: SCOPE OF AGREEMENT

SECTION 20.1 - Duration. This Agreement shall be effective as stated in the Preamble of this Agreement and shall remain in force and effect until 2400 hours on September 30, 2010. It is expressly agreed and understood that the provisions of this Agreement, including and not limited to wages and health/welfare rates and other benefits, are the product of concessions and compromises by the Parties during the negotiations which resulted in this Agreement. It is also expressly agreed and understood that the provisions of this Agreement contains and comprises the entire agreement and understanding between the Parties, and supersedes any and all prior agreements or understandings between the Parties, including and not limited to all prior wage and health/welfare rates and other benefit or obligations or requirements of the Company.

For purposes of negotiating changes in Wages and Health/Welfare rates, the parties agree to resume negotiations on or about July 15th of each successive year. It is expressly understood by the Parties that the purposes of such negotiations is limited primarily to addressing changes in Wages and Health/Welfare rates, with the exception by mutual agreement of the parties to address other non-economic issues.

SECTION 20.2 - Separability. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, the Parties agree to renegotiate such provision of this Agreement for the purpose of making them conform to the decree, regulation or statute so long as they shall remain legally effective. It is the express intention of the Parties that all other provisions not declared invalid shall remain in full force and effect.

SECTION 20.3 - Waivers. The parties acknowledge that, during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Section 20.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party.

SECTION 20.4 - Successors and Assigns. Except in cases of condemnation or liquidation, this Agreement shall be binding upon the parties hereto, their successors and assigns.

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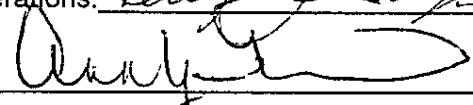
SECTION 20.5 - Integration. This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, and finally determines all matters of collective bargaining for this term. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.

*** **

In WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement on this day, 27th day of July 2007 in full acknowledgement of their intention to be bound by the Agreement.

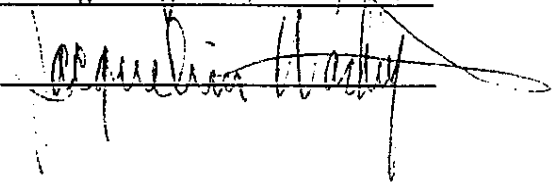
For SecTek, Inc.:

Perry Trauger, Director Metro Operations:  7/27/07

Ann Trinca, General Counsel:  7/27/07

For SPFPA:

Assane Faye, Washington DC District Director:  7/27/07

Jacqueline Washington: SPFPA, Local 444, Shop Steward: 



APPENDIX ONE

STRAIGHT TIME RATE OF PAY: The following shall be the straight-time rate of pay, as follows for the period designated:

	Current to 9/30/07	Current to 9/30/07	10/1/07 to 9/30/08	10/1/08 to 9/30/09	10/1/09 to 10/1/10
	950 L'Enfant Plaza, SW / 401 14 th St, SW, DC	1100 Penn. Ave NW, DC (Old Post Office); Base Rate; Level C; Level B; Level A			
Unarmed Guard	\$16.70	\$17.00; 17.17; \$17.34; 17.68	\$18.45	*	*
Armed Guard	\$17.53	\$18.44; \$18.62; \$18.81; \$19.18	\$19.67	*	*
Shift Supervisor	\$18.10	\$20.37; \$20.57; \$20.78; \$21.18	\$20.67	*	*

* Straight time rate of pay shall be renegotiated by the parties in these successive years, as provided in Section 20.1 of this Agreement.

HEALTH AND WELFARE RATE: Each employee will receive the following Health and Welfare per regular hour worked in **cash**, to a maximum of forty (40) hours per work week:

	Current to 9/30/07	Current to 9/30/07	10/1/07 to 9/30/08	10/1/08 to 9/30/09	10/1/10 to 9/30/10
	950 L'Enfant Plaza, SW / 401 14 th St, SW, DC	1100 Penn. Ave NW, DC (Old Post Office)			
H&W	\$2.59	\$2.78	\$3.16	**	**

** Health and Welfare rate shall be renegotiated by the parties in these successive years, as provided in Section 20.1 of this Agreement.

**BPA HSCEEC-08-A-00004 ATTACHMENT III
DOL WAGE DETERMINATION 2005-2103 REV(2)**

05-2103 DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 05-2103 REV (02) AREA: DC,DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL
WD:05-2104

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.: 2005-2103

William W. Gross Division of | Revision No.: 2
Director Wage Determinations | Date Of Revision: 11/07/2006

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	17.32
01020 - Administrative Assistant	21.45
01040 - Court Reporter	17.49
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82

01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	12.75
01090 - Duplicating Machine Operator	12.75
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	20.84
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.45
01262 - Personnel Assistant (Employment) II	17.49
01263 - Personnel Assistant (Employment) III	20.84
01270 - Production Control Clerk	20.78
01280 - Receptionist	12.29
01290 - Rental Clerk	15.45
01300 - Scheduler, Maintenance	15.45
01311 - Secretary I	16.11
01312 - Secretary II	17.61
01313 - Secretary III	20.84
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	21.45
01420 - Survey Worker	17.49
01531 - Travel Clerk I	11.69
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.50
01611 - Word Processor I	13.76
01612 - Word Processor II	15.45
01613 - Word Processor III	17.49
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician	19.43
05040 - Automotive Glass Installer	18.31
05070 - Automotive Worker	18.31
05110 - Mobile Equipment Servicer	15.74
05130 - Motor Equipment Metal Mechanic	20.48
05160 - Motor Equipment Metal Worker	18.31
05190 - Motor Vehicle Mechanic	20.48
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	18.31
05310 - Painter, Automotive	19.43
05340 - Radiator Repair Specialist	18.31
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	20.48
07000 - Food Preparation And Service Occupations	

07010 - Baker	13.18
07041 - Cook I	11.88
07042 - Cook II	13.18
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09080 - Furniture Refinisher	18.05
09090 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	11.81
11240 - Maid or Houseman	10.41
11260 - Pruner	10.89
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	11.81
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	16.06
12012 - Certified Occupational Therapist Assistant	19.99
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	16.06
12071 - Licensed Practical Nurse I	17.15
12072 - Licensed Practical Nurse II	19.18
12073 - Licensed Practical Nurse III	21.38
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	16.96
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12195 - Medical Transcriptionist	14.96
12210 - Nuclear Medicine Technologist	28.69
12221 - Nursing Assistant I	9.37

12222 - Nursing Assistant II	10.53	
12223 - Nursing Assistant III	12.18	
12224 - Nursing Assistant IV	13.68	
12235 - Optical Dispenser	15.15	
12236 - Optical Technician	13.10	
12250 - Pharmacy Technician	14.32	
12280 - Phlebotomist	13.68	
12305 - Radiologic Technologist	27.61	
12311 - Registered Nurse I	24.92	
12312 - Registered Nurse II	31.22	
12313 - Registered Nurse II, Specialist	31.22	
12314 - Registered Nurse III	37.77	
12315 - Registered Nurse III, Anesthetist	37.77	
12316 - Registered Nurse IV	45.28	
12317 - Scheduler (Drug and Alcohol Testing)	17.57	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	17.98	
13012 - Exhibits Specialist II	23.33	
13013 - Exhibits Specialist III	28.07	
13041 - Illustrator I	18.73	
13042 - Illustrator II	23.42	
13043 - Illustrator III	28.82	
13047 - Librarian	24.54	
13050 - Library Aide/Clerk	11.38	
13054 - Library Information Technology Systems Administrator		22.15
13058 - Library Technician	17.88	
13061 - Media Specialist I	15.99	
13062 - Media Specialist II	17.88	
13063 - Media Specialist III	19.94	
13071 - Photographer I	14.67	
13072 - Photographer II	17.18	
13073 - Photographer III	21.52	
13074 - Photographer IV	26.05	
13075 - Photographer V	29.15	
13110 - Video Teleconference Technician		15.99
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.45	
14042 - Computer Operator II	17.49	
14043 - Computer Operator III	19.50	
14044 - Computer Operator IV	21.67	
14045 - Computer Operator V	24.00	
14071 - Computer Programmer I (1)	21.60	
14072 - Computer Programmer II (1)	25.66	
14073 - Computer Programmer III (1)	27.62	
14074 - Computer Programmer IV (1)	27.62	
14101 - Computer Systems Analyst I (1)	27.62	

14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.45
14160 - Personal Computer Support Technician	21.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	40.64
15030 - Air Crew Training Devices Instructor (Pilot)	46.05
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	27.99
15070 - Flight Instructor (Pilot)	46.05
15080 - Graphic Artist	23.02
15090 - Technical Instructor	21.70
15095 - Technical Instructor/Course Developer	26.54
15110 - Test Proctor	17.31
15120 - Tutor	17.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.71
16030 - Counter Attendant	8.71
16040 - Dry Cleaner	11.10
16070 - Finisher, Flatwork, Machine	8.71
16090 - Presser, Hand	8.71
16110 - Presser, Machine, Drycleaning	8.71
16130 - Presser, Machine, Shirts	8.71
16160 - Presser, Machine, Wearing Apparel, Laundry	8.71
16190 - Sewing Machine Operator	11.90
16220 - Tailor	12.63
16250 - Washer, Machine	9.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.25
21030 - Material Coordinator	20.54
21040 - Material Expediter	20.54
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	16.25
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	9.96
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	16.99
21410 - Warehouse Specialist	16.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.35

23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	15.10
23050 - Aircraft, Painter	21.29
23060 - Aircraft Servicer	17.82
23080 - Aircraft Worker	18.09
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.77
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	24.85
23181 - Electronics Technician Maintenance I	21.36
23182 - Electronics Technician Maintenance II	22.80
23183 - Electronics Technician Maintenance III	24.02
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	19.01
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	17.82
23382 - Ground Support Equipment Worker	18.09
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.99
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.12
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.17
23530 - Machinery Maintenance Mechanic	21.46
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	20.36
23760 - Painter, Maintenance	20.36

23790 - Pipefitter, Maintenance	22.76	
23810 - Plumber, Maintenance	20.99	
23820 - Pneudraulic Systems Mechanic	21.46	
23850 - Rigger	21.46	
23870 - Scale Mechanic	19.18	
23890 - Sheet-Metal Worker, Maintenance	21.46	
23910 - Small Engine Mechanic	20.05	
23931 - Telecommunications Mechanic I	24.43	
23932 - Telecommunications Mechanic II	25.75	
23950 - Telephone Lineman	22.21	
23960 - Welder, Combination, Maintenance	21.46	
23965 - Well Driller	21.46	
23970 - Woodcraft Worker	21.46	
23980 - Woodworker	16.50	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	11.58	
24580 - Child Care Center Clerk	16.15	
24610 - Chore Aide	9.58	
24620 - Family Readiness And Support Services Coordinator		12.95
24630 - Homemaker	16.75	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	24.06	
25040 - Sewage Plant Operator	20.08	
25070 - Stationary Engineer	24.06	
25190 - Ventilation Equipment Tender	16.76	
25210 - Water Treatment Plant Operator	20.08	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	17.19	
27007 - Baggage Inspector	11.51	
27008 - Corrections Officer	18.75	
27010 - Court Security Officer	21.42	
27030 - Detection Dog Handler	16.67	
27040 - Detention Officer	18.75	
27070 - Firefighter	21.58	
27101 - Guard I	11.51	
27102 - Guard II	16.67	
27131 - Police Officer I	23.94	
27132 - Police Officer II	26.60	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	12.35	
28042 - Carnival Equipment Repairer	13.30	
28043 - Carnival Equipment Worker	8.40	
28210 - Gate Attendant/Gate Tender	12.68	
28310 - Lifeguard	11.29	
28350 - Park Attendant (Aide)	14.18	
28510 - Recreation Aide/Health Facility Attendant		10.35

28515 - Recreation Specialist	17.57	
28630 - Sports Official	11.29	
28690 - Swimming Pool Operator	15.32	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	20.55	
29020 - Hatch Tender	20.55	
29030 - Line Handler	20.55	
29041 - Stevedore I	19.18	
29042 - Stevedore II	21.64	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.82	
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.32	
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.68	
30021 - Archeological Technician I	16.92	
30022 - Archeological Technician II	18.85	
30023 - Archeological Technician III	23.53	
30030 - Cartographic Technician	24.62	
30040 - Civil Engineering Technician	22.19	
30061 - Drafter/CAD Operator I	17.77	
30062 - Drafter/CAD Operator II	19.87	
30063 - Drafter/CAD Operator III	22.15	
30064 - Drafter/CAD Operator IV	25.66	
30081 - Engineering Technician I	18.80	
30082 - Engineering Technician II	21.11	
30083 - Engineering Technician III	23.61	
30084 - Engineering Technician IV	29.26	
30085 - Engineering Technician V	35.26	
30086 - Engineering Technician VI	43.30	
30090 - Environmental Technician	21.22	
30210 - Laboratory Technician	20.42	
30240 - Mathematical Technician	24.62	
30361 - Paralegal/Legal Assistant I	20.03	
30362 - Paralegal/Legal Assistant II	24.82	
30363 - Paralegal/Legal Assistant III	30.35	
30364 - Paralegal/Legal Assistant IV	36.73	
30390 - Photo-Optics Technician	24.62	
30461 - Technical Writer I	20.25	
30462 - Technical Writer II	24.77	
30463 - Technical Writer III	29.97	
30491 - Unexploded Ordnance (UXO) Technician I	21.49	
30492 - Unexploded Ordnance (UXO) Technician II	26.00	
30493 - Unexploded Ordnance (UXO) Technician III	31.17	
30494 - Unexploded (UXO) Safety Escort	21.49	
30495 - Unexploded (UXO) Sweep Personnel	21.49	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.13	
30621 - Weather Observer, Senior (3)	21.80	

31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.90
31030 - Bus Driver	15.95
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	8.67
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	9.78
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	13.74
99510 - Photofinishing Worker	11.29
99710 - Recycling Laborer	14.50
99711 - Recycling Specialist	17.02
99730 - Refuse Collector	12.86
99810 - Sales Clerk	11.13
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.16
99831 - Surveying Aide	11.91
99832 - Surveying Technician	18.21
99840 - Vending Machine Attendant	11.46
99841 - Vending Machine Repairer	14.88
99842 - Vending Machine Repairer Helper	11.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

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

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

**BPA HSCEEC-08-A-00004 ATTACHMENT IV
CONTRACT GUARD FIREARM SPECIFICATIONS**

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

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. The normal function of the pistol shall be double action only. The pistol must be operable by a right or left-handed user. The use of a polymer-framed pistol is acceptable. There is not a requirement for an all-metal firearm.

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

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

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

Ammunition type is authorized:
124 grain Jacketed Hollow Points.

Recommended Brands
Federal
Speer
Winchester
Remington